

Springfield Ridge Condominium Association



Homeowner Handbook

Revised 2020 by the Board of Directors

BrodMor Property Management

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Message from the Board of Directors

Welcome to Springfield Ridge Condominium Association. We, the Board of Directors, hope you enjoy living here. Like you, our objective is to reasonably maintain the property value and a high level of pride in living at Springfield Ridge. This is something that can be achieved only by working together. To achieve this objective, this set of rules and regulations have been established, which pertains exclusively to living at and making Springfield Ridge enjoyable for all Occupants.

The rules are a common sense guide to reasonably protect the health, safety, comfort and property rights of all Unit owners and Occupants who live here. We trust you will find them reasonable and that you will cooperate by upholding them.

Please read these rules, regulations and information carefully. Keep them handy and refer to them to find the answers too many of your questions. If something arises, which is not covered, please notify BrodMor. It is your responsibility to be aware of these rules because you are responsible for your actions and non-resident Unit Owners are responsible for the actions of their tenants.

It is hoped by having this handbook, your living at Springfield Ridge will be an enjoyable experience. By being an informed, active and enthusiastic participant at Springfield Ridge, you will contribute to the value of your Unit and the quality of life in this development. Also, keep in mind that the Board of Directors are unit Owners, like you, and are not a local police force.

Suggestions for additions or deletions to any of these rules must be submitted in writing to the Board of Directors. If a regulation seems unreasonable to you, DO NOT VIOLATE IT, rather, suggest change so all can benefit.

Additional rules and regulations can be found in the Declaration and Bylaws are online at BrodMorCommunities.com. This handbook is intended to supplement, not replace, the Declaration and Bylaws, therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws shall govern.

Sincerely,

Springfield Ridge Condominium Association Board of Directors.

NOTE: THROUGHOUT THIS HANDBOOK THERE ARE REFERENCES TO UNIT OWNERS, OCCUPANTS, TENANTS, ETC. DEPENDING UPON THE CONTEXT, AT SOME POINTS REFERENCE CAN BE FOR ANY AND/OR ALL. FOR CLARIFICATION, IF UNIT OWNERS ARE NOT THE OCCUPANTS OF THEIR UNIT, THE UNIT OWNER IS STILL RESPONSIBLE FOR THE ACTIONS OF THE OCCUPANTS OF THEIR UNIT AND ARE RESPONSIBLE FOR INFORMING THEM OF AND ENSURING THEY FOLLOW THE DECLARATIONS, BYLAWS AND RULES.

I. INTRODUCTION TO CONDOMINIUM LIVING

A. Concept of Condominium Property

Each Unit Owner separately owns his/her Unit. A Unit is essentially air space surrounded by a structure in which the Unit Owner lives. It also includes such items as plaster, drywall, windows, doors, utility lines, and other fixtures within such space.

The Condominium Property that is not part of the Unit is considered Common Elements. This part of the Condominium Property is owned jointly by the Unit Owners as tenants in common. Each Unit Owners' undivided share of the Common Elements is expressed as a percentage set forth in the Declaration and Drawings. Parts of the Common Elements are denoted as Limited Common Elements and include such things as patios. Each Unit Owner is entitled to exclusive use of the Limited Common Elements assigned to his/her Unit by the Declaration.

B. Unit Owners Association

Each Unit Owner is automatically a member of the Springfield Ridge Condominium Association (SRCA). The Unit Owners elect a Board of Directors which consist of 6 members who are all Unit Owners including spouses of Unit Owners. Board members serve staggered one, two, and three-year terms to ensure continuity on the Board.

SRCA, acting through its Board of Directors, is responsible for the reasonable maintenance repair, and replacement of the Common Elements. The Board of Directors is responsible for enforcing rules stated in the Declaration and other rules adopted by the Board. The expense of the Association is to be paid by assessment of all Unit Owners (condo dues). Board members serve on a volunteer basis without compensation; they request and appreciate your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association members. To assure concerns and questions are properly addressed and answered, please send a written electronic response to BrodMorCommunities.com.

The Board of Directors may delegate to BrodMor, the managing agent, all the duties and responsibilities of the Association and provide for reasonable compensation for the performance of duties and responsibilities, per voting requirements stipulated in the Bylaws.

C. Unit Owners Maintenance Obligations

A Unit Owner is responsible to paint, maintain, and repair the Unit's interior at his/her own expense. The obligation extends to all fixtures and appliances installed for the exclusive use of that unit including with our limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even if located outside the

bounds of the unit), and components of the foregoing, if any; all plumbing electric heating, cooling and other utility or service lines, pipes, ducts, conduits and apparatus wherever located, which serve only that unit. The Unit Owner is also required to maintain, repair and replace the Unit doors, (interior and storm and windows) of her/his Unit. The Unit Owner is responsible for any damages he/she does to the Common Elements by reason of a willful and negligent act by him/herself, members of his/her house hold, Occupants, or guests.

The Unit Owner is prohibited to change the appearance of the building's exterior without the prior written consent of the Board of Directors. Further, the Unit Owner may not alter, remove or make an addition to the building that would impair the soundness of the building without the prior written consent of the Board and the consent of all Unit Owners.

D. Restrictions on the Use of the Condominium Property

A Unit Owner and Occupant give up a certain degree of freedom of choice, which he or she might otherwise enjoy in a separate, privately owned property. Therefore, the integrity of the common scheme must not be disrupted.

In order to protect the Unit Owners from undesirable uses of the Condominium Property, there are several restrictions contained in the Declaration and rules meant to maximize each Unit Owner's enjoyment of the Condominium Property. Some of those restrictions include:

1. The Condominium Property is to be used only for residential purposes. The Unit Owner may use a part of his/her Unit as an office provided no customers or clients come to the Unit for internet sales/business purposes.
2. Unit Owners and Occupants are prohibited to engage in hazardous activities that would endanger anyone or any property.
3. Use of firearms: The discharge of firearms within Condominium Property is prohibited. The term "firearms" includes, without limitation "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
4. Unit Owners and Occupant are prohibited to conduct any noxious or offensive activity that would be a nuisance to other unit Owners or Occupants. Disposing of hazardous, flammable, or volatile materials into the common Elements or storm sewers is prohibited.
5. Unit Owners and Occupants are prohibited to structurally change a building or impair its structural integrity.
6. Littering is prohibited. All Unit Owners and Occupants are to keep the Common Elements free from all rubbish, debris, and unsightly matters including cigarette butts. Outside laundry lines are prohibited.
7. Unit Owners are prohibited to use their Units for transient or hotel purposes.
8. Solicitations are prohibited.

II. General Information

- A. The Board of Directors manages the SRCA affairs on behalf of all Unit Owners. All Unit owners are encouraged to attend the Annual Meeting and participate in the election of the Board of Directors.
- B. Each Unit Owner is responsible for the payment of his/her individually trash metered utilities including water, sewer, gas, electric, telephone, trash, cable, and /or internet television and property taxes. **AQUA OHIO 1-877-987-2782. MAHONING COUNTY SANITARY 330-793-5514. OHIO EDISON 1-800-633-4766. ARMSTRONG CUSTOMER SERVICE AND SUPPORT TEAM 1-877-486-4666. OHIO VALLEY WASTE SERVICE 330-792-2487.**
- C. The Association purchases a policy for insurance coverage for the Condominium Property, including casualty and liability insurance, in accordance with Declaration. Only the Board may file loss claims against the Association policy for Common Elements. Each unit owner must obtain insurance at their own expense affording coverage upon any improvements to their unit, personal property and personal liability. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact BrodMor for the name and telephone number of the Association's insurance Agent.
- D. The Board of Directors does not have the responsibility for law enforcement at the Condominium Property. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Springfield Township Police Department.
- E. The Common Elements are for the use and enjoyment of all Unit Owners and/or Occupants. Therefore, everyone is required to be considerate in the use of these areas.
- F. The rules and regulations are subject to change at the discretion of and by a majority vote of the Board of Directors.

III. General Regulations

- 1. Any activity in any Unit or Common Elements which is in violation of any applicable federal, state or local government law ordinance, rule or regulation is prohibited.
 - A. The Condominium Property is to be used for residential purposes and no other purpose.
 - B. All industry, business, trade, occupation or profession of any kind, commercial religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, is prohibited.
 - C. Unit Owners are prohibited to permit anything to be done or kept in their Units or in the common Elements that will increase the rate of insurance or the cancellation of insurance on the building. An increased insurance cost will be assessed by the Board against the offending Unit Owner.
 - D. Disturbing noises that interfere with the rights, comforts or convenience of other Occupants, including but not limited to noises from pets, musical instruments, radios, televisions and the like, are prohibited. Electronic devices must be placed at a sound level that will not in any way disturb others. Excessive noise or nuisance is a civil matter. The

- affected individual(s) needs to file a complaint with the Springfield Township Police if the violator(s) does not cease the offensive activity after being tactfully reminded of the rule.
- E. Each Unit Owner must promptly report to BrodMor, in writing, and defect or need for repairs, the responsibility for the remedying of which is with the SRCA. Unit Owners are prohibited from committing to or obligating SRCA for work or services to be performed on the exterior of their Unit or the Common Elements surrounding their Unit.
 - F. Garage, estate and/or yard sales of any kind are prohibited.
 - G. **Unit Owners and Occupants are not to interfere with give instructions to any SRCA service contractors (landscaper, maintenance person etc.) This requirement is not intended to reduce or refuse service; it is an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. If you have a suggestion or a question, please contact BrodMor.**
 - H. Occupants are prohibited to sweep or throw any waste, dirt, or other substance upon the grounds of the neighboring properties or the Common Elements.
 - I. Obstructing the sidewalk and entrances to any other Unit or Common Elements is prohibited.
 - J. Littering is prohibited.
 - K. Loitering is prohibited.
 - L. Storage of garbage cans, bags, rubbish, garden hoses, debris and unsightly material in any Common Elements is prohibited. Rubbish containers and garden hoses must be kept inside the garage or in a location out of the sight of other Occupants.
 - M. All grills must be propane in nature and monitored at all times; therefore, charcoal grills are prohibited.
 - N. Chimeneas, wood burners and any other open flame devises of any type are prohibited.
 - O. Garage doors will be maintained in a **closed position** when garage is not in active use.
 - P. Unit Owners, guests and Occupants, must reduce noise to a reasonable level between the hours of 10:00 pm and 7:00 am, so other Occupants are not disturbed.
 - Q. Usage of the Clubhouse and pool area is to cease at 11 pm. Any exception to this time must be approved by the Board in writing prior to the event. (Refer to separate detailed Clubhouse and Pool Rules in Appendix A). The Clubhouse is for recreational/social use only and is not to be utilized for sleeping (overnight or other) or any other activities of daily living.
 - R. Above the garage door you are permitted to use 4 in Brass numbers or 4 in Aged Bronze finish for your Unit Numbers.
 - S. Any complaint or suggestion to BrodMor must be made in writing or email and signed by the Unit Owner. Anonymous complaints will not be accepted. Verbal communication cannot be acknowledged in any fashion by the BrodMor because of the "hearsay" nature of such concerns.

IV. ENVIRONMENT OF COMMON ELEMENTS

The entire land and improvements that are not part of the Unit are the Common Elements. Each Unit Owner is entitled to unit ownership of an undivided interest in the Common Elements. The reasonable management, maintenance, repair, alteration and improvement of the Common Elements are the responsibility of the SRCA.

- A. Structure of a temporary character, trailer, tent, shack, accessory building or outbuilding is prohibited on the Condominium Property as a residence either temporary or permanent. Regarding motor homes, etc. Patio umbrellas are permitted within the enclosure of Unit patios only.
- B. Clothes, sheets, blankets, towels (including beach towels) laundry of any kind or other similar articles is prohibited to be hung out or exposed on any Condominium Property. The use of blankets, sheets, etc , are prohibited even as temporary window covering.
- C. Any and all items left unattended in the Common Elements may be removed and stored at the Unit Owner's expense.
- D. Recreational activities, lounging, recreational equipment, skateboards, rollerblades, benches or chairs on any part of the Common Elements is prohibited. This includes the parking lot. Roller blade skateboards or other such ramps are prohibited from the condominium property.
- E. Unit Owners are responsible to maintain, repair and replace at his/her expense, where not covered by insurance, all portions of the Common Elements, which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of this household, or by the willful or uninsured act of any invitee, licensee or guest of such Unit Owner or member of his household.
- F. Signs or other advertising of any nature is prohibited upon any portion of the Condominium Property except:
 - 1. One security system sign is permitted at the front or garage entrance.
 - 2. "Open House" signs are permitted the day of an open house for sale/resale of a Unit. Once professionally prepared for sale or for rent, not more than nine (9) square feet in size is permitted on the interior side of the window.
- G. Requests for alterations to the Common Elements, including Limited Common Elements (patios etc.) or that which would alter the outside appearance of a Unit, must be submitted to BrodMor, in writing and approved in writing prior to an construction, and the unanimous consent of unit owners.
- H. Storage of any items in the Common Elements is prohibited. This includes such things as recreational equipment, wading pools, sad boxes, tables, patio furnishings. All such items must be stored in the Unit owner's garage.
- I. Unit Owners and Occupants are prohibited to pour or allow spilling any oil, solvent, or any other volatile or flammable material into the storm sewers or Common Elements. Ohio EPA prohibits such disposal.

- J. Recreational equipment that cannot be returned to the interior of the Unit each nightfall is prohibited. Basketball hoops are prohibited,
- K. Neither the SRCA nor the SRCA contractors will be responsible for maintenance, repair or replacement of a Unit Owner's or tenant's personal property in the Common Elements.

V. ASSOCIATION MAINTENANCE RESPONSIBILITIES

The SRCA is responsible for the reasonable maintenance, repair, and/or replacement of the following:

- A. Building exterior, foundation, roof, gutters, downspouts, patio (door, hardware and equipment is the Unit Owners responsible for the maintenance, repair and replacement).
- B. Turn-around pads between buildings, driveways and sidewalks.
- C. Association insurance policy.
- D. Parking lot signs, entrance signs, and all other signs which pertain to Common Elements.
- E. Reasonable snow maintenance of the parking lot, driveways and sidewalks.
- F. Gazebo which contains the mail boxes. However, Unit Owners will be responsible for the expense to replace keys/locks.
- G. Landscaping of Common Elements, including care and maintenance of trees, shrubs, bushes, grass cutting fertilizing and re-seeding of lawn areas. Unit Owners must refrain from mowing, fertilizing and trimming shrubs on Common Elements surrounding their Unit. Activities such as over fertilizing and/or improper trimming may cause damage to grass and/or landscape as well as negatively affect the overall integrity of the common scheme of the Condominium Property.
- H. Staining/painting maintenance and repair and replacement of patio fences.

VI. UNIT OWNER MAINTENANCE RESPONSIBILITIES

- A. All doors, door frames, windows, window frames, screens of the Unit and garage opener system.
 - B. All heating, cooling and ventilation equipment.
 - C. Utilities separately metered for the Unit and utility service line connections exclusive to the Unit. **OHIO EDISON 1-800-633-4766**
 - D. Insurance for the private Unit Owner and Occupant.
- These lists are provided only to assist in scheduling maintenance items. For more complete listings, consult the declaration and Bylaws. If there is any uncertainty about the responsibility for a certain item, contact BrodMor.

VII. UNIT RESTRICTIONS

Each Unit Owner is obligated to maintain and keep in good order and repair his/her own Unit.

- A. Unit Owners must not make any alterations in the portions of the Unit or the building which are to be maintained by the SRCA or remove any portion or make any additions or do

anything which would or might jeopardize or impair the safety or soundness of the building without obtaining the prior written consent of the Board.

- B. Broken windows, torn screens or damaged doors must be repaired immediately by the Unit Owner at his/her expense.
- C. Window air conditioning units are prohibited.
- D. A flag holder bracket (1), with a flag no larger than 3' x 5', may be placed on the front exterior Unit and attached in a manner so as to not damage the siding or trim or discoloration from rusting screws and brackets. Consideration should be first given to placing such bracket on patio fence whenever possible. Unattached flagpoles are prohibited. All other attachment of brackets for other purposes (such as hanging flowers) is prohibited.
- E. Watering hose reels may not be mounted on the exterior vinyl walls of the Unit. Hoses are prohibited to be left opened and run along beds (stored in such a manner). Portable hose holders must be stored inside the Unit Owner's garage.
- F. To create a visible, uniform standard throughout the community, all window treatments (e.g. curtain, drapes, shades, vertical / horizontal blinds) must be white when viewed from the outside.

1. Window Replacements

- A. Installation of replacement windows must have prior written approval from the Board except in the case of damage where an identical replacement will be made.
- B. Windows, when replaced by the Unit Owner, must be identical in appearance to the existing windows.
- C. An upgrade in quality of windows will be approved providing replacement windows are identical in appearance to the existing windows.
- D. Maintenance, repair and replacement of the windows and screens are Unit Owner's responsibility.

2. Door Replacement

- A. Replacement of front doors must have prior, written approval from the Board.
- B. Front door replacement must be identical to the existing doors as installed by the developer. Color must remain the same as original.
- C. Front storm/screen doors must be white, full-view glass and of a design which does not detract from the overall architectural style of Condominium Property.
- D. Maintenance, repair, and replacement of the front doors and storm/screen doors are the Unit Owner's responsibility.

VIII. UNIT LANDSCAPING

- A. Flowers may be planted inside the patio fence or in existing mulch areas provided the height and size of the flowers is consistent with the surrounding shrub bed plantings. Only annuals are permitted. Planting which are considered ground cover is prohibited. Artificial flowers/plants are prohibited.

- B. Seasonal flowers planted by an Occupant must be maintained along with the weed control of these beds by the Occupant and the flowers must be removed after the growing season.
- C. Flower beds may contain reasonable (includes both in number and size) and ornamentation. The Board will use its discretion to determine what is considered unacceptable in this regard. All such items must not interfere with and/or place additional burden on the landscaper's duties. Benches, water fountains, pools, stepping stones etc. are prohibited. One small birdbath is allowed.
- D. Seasonal flowers must be placed far enough away to avoid damage from the landscaper's automatic trimming and edging equipment nor, should they be in any way an obstruction for the landscape service contractor.
- E. Growing vegetables in the beds is prohibited. Consideration may be made by the Board for such plantings inside the patio fence, provided that they are of such size that cannot be seen above or outside the fence area and/or whose growth would not reach under the outside of the patio fence. Unit Owners considering such inside plantings should contact the Board prior to doing so.
- F. Plants or vines that cling or adhere to a building are prohibited.
- G. Mulching of beds will be done by the Association depending upon the condition of the beds and the budgetary constraints. In order to keep standardization and uniformity of the overall community, Occupants are prohibited from applying mulch independently to a Unit.
- H. Landscape changes (such as shrubs, bushes, ornamental or dwarf trees) are prohibited without prior written approval of the Board. Requests to make changes (or replacement) must be submitted to the Board, listing specifications and drawings. Consideration will be given to additions and/or replacements the same species and cultivar as currently in the community landscape and as close to the same size as possible.
- I. All landscape plantings installed by a Unit Owner will be considered a contribution to the Association. The Association is not obligated to replace such plantings with the same type, size or even make a replacement.
- J. Two hanging plants are permitted per Unit. Such planters can be hung on light posts or shepherd's hooks. Artificial flowers/plants are prohibited.
- K. Lawn ornaments are prohibited except for those considered temporary holiday decorations.

IX. MAINTENANCE FEES, LIEN PROCEDURES COSTS OF COLLECTION

- A. Maintenance Fee (Condo Fee) Each Unit Owner is assessed a monthly fee to maintain the Common Elements and operate the SRCA in accordance with the budget approved by the Board.

- B. Payment ... for the Condo fee is due on or before the 1st (first) of every month and must be postmarked by the first (1st).
- C. An Administrative late charge of twenty dollars (\$20.00) per month will be assessed for any late payment (payment received or post marked after the fifteenth (15th) of the month and on any unpaid balance. The administrative late charge is subject to increase with notice.
- D. Any payments (money) will be applied in the following order to the Unit Owner account:
 - 1. Interest and/or administrative late fees owed to the SRCA.
 - 2. Collection cost, attorney's fees incurred by the SRCA.
 - 3. Principal amounts owed on the account expenses and assessments.
- E. Past due Condo Fees and assessments may cause a lien and/or foreclosure to be filed against the unit Owner.
- F. Any costs, including attorney's fees recording costs, title report and/or court costs, incurred by the SRCA in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.
- G. If any Unit Owner (either by his or her conduct or by the conduct of any Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the rules and regulations, the SRCA may, but is not be obligated to, undertake such performance or cure such violation and will charge and collect from the said Unit Owner the entire cost and expense, including reasonable attorney's fees, of such performing or cure incurred by the SRCA. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge, and the Association may obtain a Lien for said amount in the same manner and to the same extent as if it were a lien for the Condo fees.
- H. If any Unit Owner is delinquent in payment of any fees for more than 30 days, the Board may suspend the privileges of the Unit Owner to vote.

X. PARKING AND TRAFFIC

- 1. Occupants may have a total of 4 vehicles parked in their garage and in front of garage at any given time.

The garage is to be used as the primary parking of Unit Owner and Occupant vehicles, Such space should not be used as a storage area if it prohibits use of the garage for vehicles parking, thus forcing utilization of the in front of garage for Unit Owner and Occupant parking. In such case, consideration should be made for storage at some other location in order to use the garage for vehicle parking. Parking of Unit Owners and Occupants vehicles in front of garage doors must not interfere with ability of other unit Owners and Occupants to move into or out of the garage in other Units which share driveways.

- A. Parking of any vehicle on the grass is prohibited.
- B. When entertaining guests, the Unit Owner or Occupant, is responsible for instructing guests where they may park so that their guest vehicles do not block or hinder access to other Units.

- C. Vehicle is not to be parked in any manner, which blocks any street or driveway, or the ingress/egress to any garage other than the Unit Owners or Occupants. Parking in front of fire hydrants is prohibited. A safe distance of approximately 15 feet on either side should be maintained in order for access the hydrants in case of emergencies.
- D. Boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising is prohibited is prohibited to be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions or recreational vehicles) that do not fit into a garage are permitted to be parked in front of garage for 48 consecutive hours to allow for loading and unloading. Such vehicles must not exceed 20 feet in length and must not block normal access of other Occupants. Only full size pickups with either cred bas or quad cabs may be parked outside the garages. Commercial moving vans, when conducting contract business and commercial trucks when in the area to perform service or repair work are an authorized exception. All other commercial vehicles are prohibited.
- E. All parking by Occupants or guests must be; (a) within the garage, (b) in front of the garage door, or (c) in the parking spaces at the Clubhouse. Vehicles are prohibited to be parked in the Clubhouse parking areas for more than 48 consecutive hours. Vehicles parked there for more than 48 hours are subject to being towed and stored at vehicles owner's expense. No parking on the street overnight.
- F. Parking in "turn around space" between buildings is intended for this purpose and to be utilized by all Occupants whose garages are contained within that space. Temporary guest parking is permitted for up to 48 hours, however, such space should not be used for permanent Unit Owner or Occupants parking of vehicles.
- G. Inoperable vehicles (with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to an Occupant, which are parked in any Common or Limited Common Element for more than 48 consecutive hours may be towed and stored off the Condominium Property at the vehicle owner's expense. Repair work is prohibited on vehicles in Limited common or common Elements except for short-term emergency work such as flat tire, battery charge, etc.
- H. Unit Owners are responsible for damage to Common property caused by service vehicles, such as delivery vans, moving vans, etc. At his/her expense, the Unit Owner may seek reimbursement from the service provider for any costs associated with repairing damage.
- I. The speed limit within the Condominium Property is 14 mph. Reckless operation, excessive speed and parking/driving on the lawn are prohibited.
- J. Oil leaks or other surface staining fluid spills on driveways, parking areas, or roadways must be cleaned immediately. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids.
- K. Garage Doors must be kept closed when not in use.
- L. Signs or advertising are prohibited.
- M. Only factory detailing is permitted.

XI. PETS

- A. Animals, rabbits, livestock, fowl or poultry of any kind are prohibited to be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose.
- B. No more than 1 household domestic pet may be kept in any one Unit. **Additional dogs must pay \$ 50.00 per month.**
- C. All cats and dogs must be on a hand-held **leash** and attended by a responsible person when outside of a Unit. Pets of any kind are prohibited to run loose on the Condominium Property.
- D. Pets of any kind may not be tied or chained outside and left unattended. Stakes are prohibited to be used to restrict pets.
- E. Pet owners are responsible for immediate and complete clean up after their pets in the common Elements. Owners are prohibited to allow pets to utilize garages, entryways, patio areas, sidewalks, driveways, and streets for the purpose of elimination. Such practices result in undesirable stains and odors, especially during periods of high temperatures. Please be respectful of neighbors.
- F. Pet owners are liable for any and all damages caused by their pets to any Common Elements including but not limited to shrubs, bushes, trees, and grass. Occupants are fully responsible for, and will be held accountable for adherence to this ruling by their guests.
- G. Excessive noise or nuisance is a civil matter and will be handled by the affected individuals by filing a complaint with the local authorities.
- H. Garages, entry ways and patio areas must not be used to house animals.
- I. Doghouses or other structures used or intended for the housing or keeping of animals are prohibited from being constructed, placed or maintained on any part of the Condominium Property. Pets must be housed within the owner's Unit.
- J. Unit Owner and Occupants are responsible for the actions of their pet(s) and their guest's pet(s). This includes, but is not limited to, injuries to people, other pets, shrubs, bushes, trees and grass.
- K. Underground electronic pet fences are prohibited ("invisible fences").
- L. Ground feeding of wild life such as squirrels and birds is prohibited. Food placed on the ground around a Unit attracts rodents and creates an unsightly appearance.
- M. Small hummingbird liquid feeders or seed dispensing feeders are permitted so long as they are placed in the patio area of the Unit and are not an obstruction for the landscape contractor.

XII. EXTERIOR LIGHTING

- A. Installation of all additional exterior lighting requires, prior, written Board approval.
- B. Additional exterior lighting in the beds is prohibited.
- C. Replacement of all exterior light fixtures on the Units must be the same in the development to maintain exterior uniformity.

XIII. CABLE TELEVISIONS/DIRECT TV/SATELLITE DISHES

- A. Cable television is available through the local cable company. **ARMSTRONG CABLE COMPANY 1-877-486-4666 Technical support and 1-877-277-5711 CUSTOMER SERVICE.** Units are prewired for Cable.
- B. Cable television is a private agreement between the Unit Owner or Occupant and the cable company at the Unit Owner's or Occupant's expense.
- C. Arrangements for the installation and disconnection of service are the Unit Owner's responsibility.
- D. When cable service is disconnected, the Unit Owner must make sure that there are no exposed wires and that service lines are properly secured for future hookups.
- E. Satellite Dish Rules Opinion – Research and review of correspondence from Board re: request advice on satellite dish placement limitations and opinion on proposed rules and Board authority to require dish removal on common elements; review information received, along with review of Declaration, Bylaws, and plat maps, research and review of Ohio Condominium Act, pertinent Federal Communications Commission regulations and relevant case law re: consider scope of Board rulemaking authority, analyze likelihood of court upholding proposed rules, contemplate revisions or additional rules for Board to consider, and evaluate authority to require owner to remove dish on common elements; draft opinion letter to Board re: address application of FCC regulations on limited common elements, explain limitations on rules for dish placement in limited common elements, provide recommendation for notification rule, identify potential arguments for court to find proposed rule for placement on patios no higher than fence violates FCC regulations, provide guidance for limitations on placement for units without fences, explain rule adoption process, and give recommendation for dishes installed on roofs without Board approval; enclose sample dish installation notice form, sample dish rules, and play map displaying all limited common elements on condominium property.

XIV. DECORATIVE ADDITIONS

- A. A single door wreath is permitted. Wreathes should be removed when they become faded, tattered, or are not appropriate to the season.
- B. To avoid damage to the exterior finish of the Units, all other items requiring attachment to the building are strictly prohibited. The only exception to this is a single flag holder (See Rule VII, Item H).

- C. At certain times of the year (recognized holidays) Occupants may enhance their Unit with decorations. To avoid any confusion or misunderstanding such decorations Occupants should be familiar with the rules and regulations regarding holiday decorations.
- D. Holiday lights and decorations are permitted to be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage Limited Common Elements, building exteriors, gutters or siding. They may not be displayed before **Thanksgiving Day**, and must be removed by no later than **January 15th** of the following year. Lights must be rated for outdoor use and turned off by 11:00 p.m. Other holiday decorations are permitted under the same guidelines and may not be displayed more than two weeks before or one week after the holiday. Unit Owners are prohibited to climb the sides of the buildings or place themselves in a dangerous situation in common or limited common elements.
- E. The Association asks that each Occupant, when decorating their Units, keep in mind that we share the use of our property together. Therefore, the integrity of the common scheme must not be disrupted and not be offensive to others.
- F. Windsocks and other similar ornaments are prohibited. Wind chimes are permitted as long as they are no larger than 3' and make a sound that is not offensive to other Occupants and they are not attached to the exterior of the Unit.
- G. A single "welcome" light/window is permitted as an interior window light.

XV. TRASH AND RUBBISH REMOVAL

- A. Unit Owners are responsible for arranging the paying for trash removal service, utilizing the Association contractor. **Ohio Valley Waste Service 330 792-2847**
- B. Trash must be in trash containers when placed at the curb for pick-up (versus bags). **No bags are permitted to be put out on the curb.**
- C. Unit Owners are responsible for arranging pick-up of furniture and/or appliances with the waste contractor and should not place these items at the curb without having secured such arrangements.
- D. **Trash containers must be stored inside the Unit Owner's garage, out of sight of other Occupants and guests.** The only exception to this is for the weekly trash removal. Containers should not be put out more than 1 day prior to pick-up. **Containers must be returned to Unit Owner's garage the same day after the pick-up.**

XVI. SALE/RENTAL/OCCUPANCY REQUIREMENTS

Unit Owners should refer to the Declaration and Bylaws for detailed information relating to these rules and regulations.

- A. All Unit Owners are required to notify the Board in writing prior to occupancy, providing a copy of lease if applicable, of any changes in occupancy within 30 days. It needs to have Occupant(s) name, phone number and email address.

- B. A Unit Owners should provide emergency contact upon moving into the Condominium Property. This information should include the name, home number and email of a responsible person to contact. The Board will maintain an "emergency file" of contacts and will only use it in the case of a disaster.
- C. At the time of a Unit sale or rental of the Unit Owner must provide the SRCA the following:
 - 1. Names of Occupants
 - 2. Home and business mailing address
 - 3. Home and business telephone numbers
 - 4. Name, business address, and telephone numbers of any person who manages the Unit on behalf of the Unit Owner
 - 5. Email

The Unit seller is responsible for providing a copy of the Declaration, Bylaws and Rules and Regulations. In such case as a Unit is rented, the Unit Owner is responsible to provide the rules and regulations to the tenant.

The Unit Owner is responsible for tenant violations of the Declaration and Bylaws or rules and regulations, including rule-enforcement assessments and other damages.

- D. ANY PERSON WHO MUST REGISTER AS A S TIER III OR TIER II SEXUAL OFFENDER REQUIRING NOTIFICATION UNDER THE OHIO SEX OFFENDERS ACT OR SIMILAR STATUTE OR OTHER JURISDICTION IS PROHIBITED FROM RESIDING IN ANY UNIT FOR ANY LENGTH OF TIME. SUCH PERSONS ALSO ARE PROHIBITED FROM ENTERING ONTO OR REMAINING IN OR ON THE CONDOMINIUM PROPERTY FOR ANY LENGTH OF TIE.**

XVII. AVAILABILITY OF COPIES OF DECLARATION, BYLAWS AND RULES AND ADMINISTRATIVE CHARGES

Copies of the Declaration, Bylaws, rules are available on line at the BrodMor web cite. When the Declaration, Bylaws or rules and regulations are amended, the Association will bear the costs in providing updated copy of said document to each Unit Owner, Unit Owners will be required to provide such copy to any tenant.

- A. There will be an administrative charge for processing necessary paperwork related to the sale of a Unit.
- B. There will be an administrative charge for information processed when requesting by individual Unit Owners for, but not limited to, renegotiation of mortgages.
- C. There will be an administrative charge in advance for each copy of SRCA financials, except for the annual estimated budget.

XVIII. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATION

- A. The Unit Owner is responsible for any violation of the Declaration, Bylaws, rules and regulations by the Unit Owner, guests, or the Occupants, including tenants.
- B. Notwithstanding anything contained in these rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the SRCA's governing documents, as the Board in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including the costs and attorneys' fees, will be added to the account of the responsible Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment **per day**.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 - a. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - 2. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board not later than the 10th day after receiving the notice required by Item E - above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 days of the hearing.
 - 3. The Association may file a lien for an enforcement assessment and/or damage charge, which remains unpaid for more than 10 days.

XIX. ADMINISTRATION OF RULES AND REGULATIONS

- A. These rules may be revised in any way, at any time by a majority of the Board.
- B. The Board, at its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these rules to a managing agent or to a duly authorized committee of the Board.
- C. Any consent or approval granted by the Board or its managing agent pursuant to these rules may be revoked by the Board at any time.

XX. VOTING PRIVILEGES

- A. Each Unit is given one vote in matters that require a vote.
- B. If the Unit Owner cannot attend the vote, the Unit Owner can transfer, by written proxy, his/her voting privilege to another person of his/her choosing.
- C. If Unit Owner does not attend the vote or submit his/her proxy, he/she relinquishes his/her vote to the majority present and must abide by the decisions made by the majority. BrodMor will send additional information regarding this voting procedure to each Unit Owner prior to annual meeting.
- D. If Unit Owner is delinquent in payments to the SRCA, the Board may suspend the Unit owner's voting privileges.

APPENDIX A

CLUBHOUSE RULES

There is a non-refundable \$50 fee and a refundable \$200 deposit fee for renting the Clubhouse.

Reservations can be made by contacting BrodMor. A rental date will be secured only when all fees have been paid in full. BrodMor will determine if a particular rental date is available.

The following rules are in effect:

1. Events must be booked by unit owners.
2. All social activities must end no later than 11:00 p.m.
3. There are folding chairs, folding tables and card table in the storage closet provided for the use of the Unit Owners and occupants and their guests. Chairs and tables should be returned in the same condition to the closet following any event.
4. Preparation for the party or other social activity is to be made on the day of the social event and the premises will be cleaned and left in good order following the event; or, if that is not possible, by no later than 9:00 a.m. the following day.
5. The Unit Owner is responsible for the behavior of their guests at all times.
6. The Unit Owner assumes full responsibility for the theft of any property from and/or damage to the clubhouse, the swimming pool area, the exercise room, or any other part of the Common Elements.
7. Parking is allowed in the adjoining parking lot and on the street, as long as it does not obstruct the flow of traffic.
8. Loud and boisterous noises, including music, or profanity, or any other offensive behavior is prohibited.
9. Loud and/or offensive music is prohibited.
10. Pets or animals of any kind are prohibited in the clubhouse or the pool except for service animals assisting a handicapped/disabled person.
11. Use of the clubhouse for business meetings or any other form of commercial use is prohibited (with the exception of Board Meetings).
12. The clubhouse cannot be reserved on behalf of a non-resident group or organization. An overt violation of this rule will result in a forfeiture of the deposit fee.
13. Unit Owner must assure their guests depart from the Condominium property in a manner that will not disturb the other Occupants.
14. The clubhouse must be left in a clean condition (see clean-up check list).
15. Close and secure the clubhouse, lock all doors, turn all thermostats down to 55 degrees in the winter, turn off air conditioners in the summer, and turn all lights off before leaving.
16. Unit Owner is responsible to **prohibit** the use of the exercise room and the pool by any of their guests. An overt violation of this rule will result in the forfeiture of the deposit fee.
Furthermore, at any time during the social event, all Occupants reserve the right to use the exercise room. Guests are limited to use of the main room in the clubhouse and restrooms.

17. **Smoking in the clubhouse or in the swimming pool area is prohibited.** If guests smoke outside, all cigarette butts and related objects must be discarded and picked up in an appropriate manner.
18. Appropriate covers must be used in order to protect the dining room tables at all times.
19. The pool table is never to be moved nor used as a regular table without a cover being placed over it.
20. Pool use not infringed upon.

APPENDIX B

POOL RULES

1. Each Unit Owner is permitted to have 4 guests. **UNIT OWNER MUST BE PRESENT WITH THEIR GUESTS.**
2. Parties are prohibited to be held in the pool area.
3. Safety equipment is for emergencies only.
4. All children under THE AGE OF 16 must be accompanied by an adult at all times.
5. Animals are prohibited in the pool or on pool deck, except for service animals assisting a handicapped/disabled person.
6. No running, jumping, or diving.
7. Food or drinks are prohibited in the pool.
8. Glass is prohibited in the pool or on the pool deck. Plastic and cans may be used in the pool deck only.
9. Clean up your area before you leave.
10. Use the rear entrances to the rest rooms. Wet bathing suits or other clothing are prohibited in other areas of the clubhouse.
11. Put umbrellas down and turn off Jacuzzi before leaving when exiting the area.
12. Pool hours are from 10 am until dark or the discretion of pool committee.
13. Loud and/or offensive music is prohibited.

THERE IS NO LIFE GUARD ON DUTY! SWIM AT YOUR OWN RISK

ALL PERSONS WITH BLADDER OR BOWEL CONTROL PROBLEMS ARE PROHIBITED FROM USING THE POOL (UNLESS THEY ARE WEARING APPROPRIATE PROTECTIVE GARMENTS). THE POOL MAY BE CLOSED AT THE DISCRETION OF THE BOARD OF DIRECTORS, DUE TO INCLEMENT WEATHER AND ON DAYS WHEN THE TEMPERATURE FAILS TO REACH 70 DEGREES FAHRENHEIT OR FOR ANY SAFETY AND/OR HEALTH REASONS.

NOTES

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

