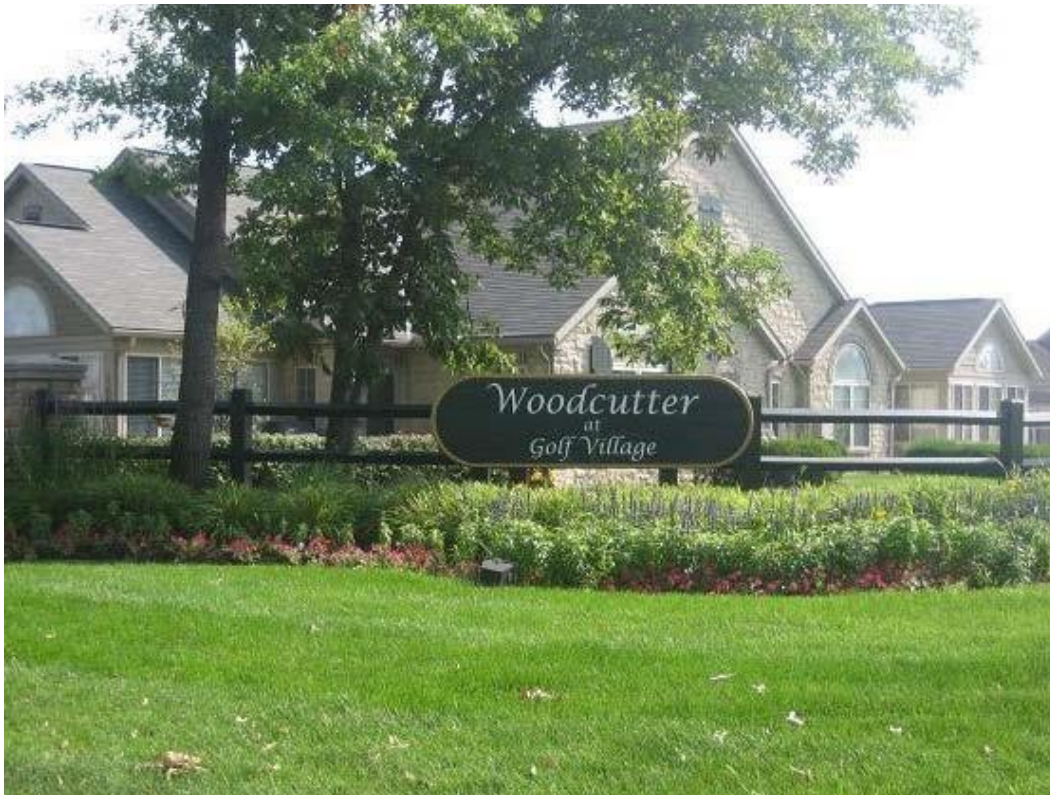


The Villas at
Woodcutter
Condominium Association



Resident Handbook of Rules

Revised 01/11/2022

Property Management: Kohr Royer Griffith 614.228.5547
Property Manager Susan Briggs
614.255.9214/susan@krgre.com

The Villas at Woodcutter
Condominium Association
Handbook of Rules
Revised 01/11/22

Table of Contents

1.	DEFINITIONS AND ABBREVIATIONS.....	3
2.	PERSONAL PROPERTY.....	4
3.	DECORATIVE ITEMS.....	5
4.	FLOWERS/LANDSCAPE PLANTS.....	8
5.	EXTERIOR ALTERATIONS.....	9
6.	SIGNS.....	9
7.	WINDOWS AND WINDOW COVERINGS.....	10
8.	GARAGE DOORS.....	10
9.	ANIMALS.....	10
10.	PARKING/VEHICLES.....	11
11.	SWIMMING POOL.....	12
12.	CLUBHOUSE.....	15
13.	TRASH COLLECTION/PROPERTY MAINTENANCE.....	18
14.	SOLICITATION AND GARAGE SALES.....	19
15.	RESIDENT FEES.....	19
16.	COLLECTION PROCESS.....	20
17.	UTILITIES.....	21
18.	CONDOMINIUM RENTALS & SALES.....	21
19.	PROCEDURE FOR CORRECTION OF WOODCUTTER RULES INFRACTION.....	22
20.	UNIT OWNERS CONDUCT AT ASSOCIATION MEETINGS.....	22
21.	RULE FOR INSURANCE DEDUCTIBLE.....	23

The Resident Handbook of Rules has been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which THE VILLAS AT WOODCUTTER CONDOMINIUM ASSOCIATION operates. It is believed all residents want this community to be a pleasant, friendly place to live. Therefore, focus has been put on simplicity, leaving some decisions to common sense.

1. DEFINITIONS AND ABBREVIATIONS

CE - Common Element: All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described as a part of a Unit.

LCE - Limited Common Element: In the case of each Unit these Limited Common Elements consist of an exterior parking area immediately in front of the attached garage serving that Unit. In the case of Units without an attached enclosed veranda, a contiguous fenced-in patio area with a concrete pad. (The beds adjacent to the veranda are the Limited Common Element.)

PM - Property Manager

BOD - Board of Directors

2. PERSONAL PROPERTY

- A.** All personal property, including outdoor furniture, recreational equipment, etc. must be kept inside the fenced patio or garage of the Villa and Chateau models when not in use. For Abbey and Canterbury models, heavy summer furniture may remain outside during the winter if it is placed in a safe location and is covered. Personal property maintained within the fenced patio area may not be visible above the patio fence, with the exception of patio umbrellas (black, brown, beige, burgundy, forest green or neutral), patio/garden furniture (excluding patio bar sets). Exception is made for plants that unexpectedly grow higher than the fence.
- B.** Grills may be used outside the garage and must be wheeled inside after use in all Canterbury and Abbey models.
1. Outdoor Grills - the use of outdoor grills to comply with the following:
 - a. The use of gas grills, charcoal burners and other open flame devices is prohibited within ten feet of any buildings or structures.
 - b. Charcoal grilling on combustible surfaces is prohibited
 - c. Grilling on balconies or beneath covered spaces is prohibited, with the exception of electric grills.
 2. Fire Pits - The use of fire pits, whether permanent or portable, is prohibited.
- C.** Nothing may be hung or displayed, nor may any signs, awnings, canopies, shutters, antenna or satellite dishes, or any other device or ornament be affixed to or placed upon the exterior windows, walls, fences or roofs without prior written approval from BOD. The American flag or a college flag may be flown, but not at same time. (Note 2.G). Also allowed is an

outdoor thermometer/barometer or over door hook for dry cleaning on day of service.

- D.** All other items including, but not limited to, any type of yard sign, artificial flowers, any mulch not matching existing mulch, recreational equipment, laundry poles or clotheslines are strictly prohibited. Laundry may not be hung outside in any manner (swimsuits, towels, rugs, etc. included). A WELCOME mat is permitted.
- E.** Signage relevant to security systems is permitted in the LCE.
- F.** Any wiring required for cable, telephone, electrical, etc... shall be installed by the utility provider into the existing utility boxes. The BOD must approve any additional exterior wiring.
- G.** A satellite dish may be installed in the LCE. However, prior approval by the BOD is required for placement.
- H.** The American flag may be flown or displayed in LCE FOLLOWING NORMAL FLAG PROTOCOL. Hardware should be plastic or galvanized metal.
- I.** Maintain Temperature During Winter Months - It is recommended that temperatures of at least 55 degrees is maintained in unoccupied units during winter months.

3. DECORATIVE ITEMS

A general rule regarding items of personal taste is the **Not Visible, Behind Bushes or Fences Rule**. In most cases if the item is not visible from an auto and situated behind bushes or fences in the CE or LCE, it will be permitted unless prohibited in 3B. See also satellite dish restrictions (2, F).

A. Decorative Items Which are Permitted:

- 1.** Door wreaths or decor appropriate to the season (with a maximum size of 30 inches in diameter) are allowed, using a temporary hanging method only. No permanent, affixed hangers may be applied to the door.
- 2.** Non-hanging flower or plant pots are permitted in the LCE and must be:
 - No taller than the patio fence (in Villa & Chateau style Units)
 - No taller than four (4) feet, including the pot (in Canterbury or Abbey style Units)
- 3.** Shepherd's hook:

One black shepherd's hook, either single or double hooked, not to exceed 72 inches overall height, used for live hanging plants or finch feeder, is permitted in the LCE.
- 4.** A maximum of three (3) flat stepping-stones per Unit may be placed in mulched bed (maximum size not to exceed 12 inches).
- 5.** One hummingbird feeder is allowed in the LCE.
- 6.** A maximum of eight (8) solar lights with black, copper, silver, or earth tone frames and natural-colored bulbs, shining downward, with maximum height of 18 inches. These are to be placed along walkway of LCE, except in case of Canterbury style, lights can be extended to driveway.
- 7.** Abbey & Canterbury only: Park bench or table and chair set on front cement pad. The table and chair set shall consist of one table and four chairs. Umbrellas 7-8 feet in diameter, of a solid color are permitted. The outdoor furniture shall be wrought iron, wood or HEAVY metal so as not to be affected by the wind.

Colors may be black, brown, beige, forest green and/or natural wood stain.

8. Hoses may be left outside stored in a covered box-type taupe colored container. For the convenience of watering flowers, hoses may be run from the faucet along the building behind the bushes. Hoses may be stored outside the garage in the LCE from April 1 to October 30.
9. Statues and landscape rocks 24” or under, not visible from an auto, and situated behind bushes or patio fences (see “Not Visible” rule, 3).
10. Pavers or bricks widening the space inside fenced patio area are permitted with the approval of the BOD.
11. Brick or stone liners are permitted between pavement and mulch but are not permitted between pavement and grass or between mulch and grass.

A. Decorative Items Not Permitted – some examples of decorative items that are not allowed:

- Birdhouse or birdbath.
- Wall plaques, including nameplates.
- Windsock, wind chimes or decorative flags.
- Inflatable decorations.

B. Holiday Decorations

Lights and decorations are permitted in the LCE and/or on building exteriors provided the decorations do not damage any exteriors. They may not be displayed before Thanksgiving Day, and must be removed no later than January 7th of the following year. Other holiday decorations are permitted under the same regulations and may be displayed not more than (3) three weeks before or (1) one week after the holiday. Outside Unit door may be decorated with holiday items (other than wreath) during the

holiday season. No blow-up decorations are permitted on the exterior premise of unit.

4. FLOWERS/LANDSCAPE PLANTS

A. Flowers

Flowers are permitted in all mulched areas except around freestanding trees. Care must be taken that flowers do not extend over grassy areas to hinder mowing. One (1) tomato plant, placed in an obscure area, may be grown. Maintenance of the plants and planting area, including removal of dead plant material, is the responsibility of the resident. Empty or unplanted pots are to be stored inside.

B. Plants not allowed:

- Vine type spreading plant
- Fruits, vegetables (exception-1 tomato plant)
- Climbing plants of any kind are not permitted

C. Landscape Plants

Additional landscape plants, which may be considered, will be of a species already in use in the community and which, at maturity, will be compatible with the existing plant material. New plants will become the property of the Condominium Association, who will provide future mulching, pruning and fertilization. However, should any one of the plants die, the resident is responsible for replacement. Any additional landscape plants require prior approval of the BOD.

D. Watering Regulations (Del-Co water Mandate) There is absolutely NO watering on Monday ever.

- Address numbers ending in an even number may water on Sunday, Wednesday, and Friday.
- Address numbers ending in an odd number may water on Saturday, Tuesday, and Thursday.

This does not apply to trees, shrubs, and flowers. For complete information go to:

<http://www.delcowater.com/Downloads/RulesRegulations.pdf>

5. EXTERIOR ALTERATIONS

A. No alterations, additions, fences, walls, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed, without prior written approval of the BOD. Email the Property Manager, susan@krgre.com to obtain an Exterior Change Form.

B. Storm Doors may be added at the resident's expense using only the approved design and color, and only after obtaining approval from the BOD. Specific information about approved storm doors may be obtained from the BOD.

C. Patio Gates may be installed at the resident's expense using only the approved design and specifications and after obtaining approval from the BOD. Copies of the design and specifications are available from the BOD or the website.

6. SIGNS

No sign may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Lease" signs or security system decals. No signs except security decals are permitted in any CE or LCE. Two Open House signs and up to two (2) directional arrows/signs only may be displayed in the CE on the day of, and during the hours of an open house. The BOD must approve any exception to this rule.

7. WINDOWS AND WINDOW COVERINGS

All window coverings, including draperies, blinds (vertical or horizontal) or valances must be white, off-white, or ivory on the exterior side.

8. GARAGE DOORS

For aesthetics and safety, garage doors should be kept closed at all times when not in active use. If ventilation is desired, door may be raised a maximum of 3 ft.

9. ANIMALS

- A.** No exotic or dangerous pets (including, but not limited to snakes, monkeys, lizards, etc.) shall be kept in any Unit. Refer to Powell Ordinances 505.13, 505.15.
- B.** No more than two household domestic pets (dog or cat) not bred or maintained for commercial purposes, may be kept in any one home. This includes pet sitting for relatives and/or friends.
- C.** All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. Refer to Powell Ordinance 505.01.
 - a. A responsible individual must supervise the dog/cat at all times. All pet waste must be cleaned up immediately. When walking a pet, the individual must carry a scoop or disposable bag. Refer to Powell Ordinance 505.011.
 - b. The cost of necessary repair to Association property will be paid for through an assessment to the resident responsible for the animal.

D. Excessive noise will not be tolerated either inside or outside the unit. Refer to Powell ordinance 505.09.

E. No dog or cat shall be confined by a tether or in a cage in any CE.

The Powell Ordinances regarding animals can be found at:

ftp://www.cityofpowell.us/Codified_Ordinances/APRELIM.pdf

10. PARKING/VEHICLES

A. No boats, trailers, motor homes, trucks (larger than a $\frac{3}{4}$ ton pickup), travel trailers, service work vans, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RV's/boats) that will not fit in the garage will be permitted to park in LCE (in front of garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks, when in the area to perform service or repair work, are an authorized exception. Due to our limited space in this small community, it would be appreciated if semis were not used in The Villas at Woodcutter.

B. Should there be damage done to the roadway, curb, fences, landscaping, or lawns, repair will occur at the expense of the owner of the Unit for which that service is required.

C. All parking by residents and their guests must be in the garage or in front of the garage. Overflow parking on a temporary basis, with "temporary" being defined as 8 hours or less, may be in front of clubhouse or in cases where there is ample space for parking in turn-around areas. Residents requesting and granted a parking period longer than 8 hours shall receive a permit from

the BOD to be placed in a visible area in the vehicle. A “Tow-Away Zone” sign is at the entrance of the property to alert residents that vehicles will be towed at owner’s expense if in violation of the Woodcutter Association parking procedures and guidelines. Additional parking is allowed on Woodcutter Drive at the risk of the owner. Any vehicle parked on Woodcutter Drive must be moved every 48 hours per Powell Law.

D. Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident which are parked in any CE or LCE may be towed from the premises at the vehicle owner’s expense. No repair work is permitted on vehicles in the LCE except for short-term emergency work (flat tire, battery charge, etc.)

E. Vehicles leaking fluids that damage the black top surfaces (i.e., motor oil, brake or transmission fluids and coolants) MUST be parked inside the resident’s garage and repaired as soon as possible.

F. No vehicle shall be parked in any manner, which blocks any street or driveway, or the ingress/egress of any garage other than the owners. The speed limit within the community is 14 miles per hour. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

11. SWIMMING POOL

The pool is a common element of the condominium property and is owned by all of the Unit owners in the community. The pool is for community use only and the intended use is for Unit owners, full-time occupants, and their guests. The following are the definitions and rules for use of the swimming pool:

A. Definitions:

1. “Unit Owner”- means a person or persons who have an ownership interest in a condominium unit and are members of the association.
2. “Fulltime Occupants”- for the purpose of these rules only, the term “fulltime occupant” means any occupant, excluding Unit owner(s), who reside in a condominium unit within the community for no less than six (6) months annually.

B. The pool is for the exclusive use of Fulltime Occupants and Unit Owners, including their guests.

C. Fulltime Occupants or Unit Owners must accompany their guests to the pool.

D. All condo fees, assessments, fines, and other charges properly levied against a Unit must be paid in full each month. Any delinquent account of more than 30 days will result in the Unit Owner, Fulltime Occupant of the Unit, and guests to be banned from the pool until the account is paid in full.

E. If a Unit Owner or Fulltime Occupant is in violation of the rules of the condominium association, their privilege to use the pool may be revoked for no more than sixty (60) days from the date the Unit Owner or Fulltime Occupant was notified of the violation.

F. Fulltime Occupants or Unit Owners are limited to four (4) guests per Unit; owner must accompany their guests while at the pool. A larger number of guests may be approved by the board of directors, in writing, for a limited duration of no more than two (2) hours per day on a case-by-case basis.

G. There is NO LIFEGUARD at the pool or pool area. Individuals using the pool do so at their own risk and Unit

owners and Fulltime Occupants are responsible for the safety of themselves as well as their guests during use of the pool.

- H.** Individuals 14 years of age or older are permitted to use the pool without supervision. Individuals less than 14 years of age must be supervised by a person 14 years of age or older who is capable of swimming.
- I.** Individuals of any age, who are incontinent, must wear special waterproof garments so as to not contaminate the pool water or pool area.
- J.** There are no reserved lounge tables or chairs. All pool furniture is on a “first come, first serve” basis and must be returned to the original positions when finished with use. Please protect the furniture by placing a towel in the chair or lounge chair before use if you are using suntan lotions or oils.
- K.** The board of directors will determine the schedule for the pool each year. Hours will be posted at the pool and the pool will be secured when not in use. Swim season will be determined by the board annually and notice of the pool opening and closing will be provided to all Unit owners and occupants of the community.
- L.** A Unit Owner or Fulltime Occupant and/or guests thereof are not permitted to use the pool or pool area after pool hours. If an unauthorized person(s) are discovered using the pool or pool area at any time, then they may be charged with criminal trespassing.
- M.** Swimwear is not permitted in the clubhouse area except within the rest rooms. The outside entrances to the rest rooms must be used if you are wearing swimwear.

N. All trash and personal items must be removed from the pool when the Unit Owners, Fulltime Occupants, or their Guests are finished using the pool or pool area.

O. If you have an illness or injury that can be spread to others through water do not use the pool.

P. The following are prohibited during use of the pool:

- a. NO DIVING AT ANY TIME OR FROM ANY AREA AT OR NEAR THE POOL.
- b. Animals or pets unless a service dog.
- c. Glass, hard plastic, or other breakable materials that could pose a safety threat if broken
- d. Unusually loud or amplified sounds such as screaming, yelling, or use of radios without headphones.
- e. Excessive splashing, dunking, running, pushing, shoving, disruptive behavior or other physical actions in the pool or pool area which could cause injury or harm to others.
- f. Private pool parties (remember, all Unit Owners own the pool).
- g. No adult rafts or floats, except safety vests or noodle-like floats.
- h. Electrical devises of any sort.
- i. Smoking.

12. CLUBHOUSE

The Association takes pride in presenting our residents with a beautiful clubhouse in which to relax with neighbors, friends and guests. These rules have been established to assure each resident the enjoyment of the clubhouse without infringement upon the privileges of other residents and guests.

A. An adult resident or owner, eighteen (18) years of age or older, must:

1. Accompany all persons under the age of 12. Proof of age can be requested. All residents are responsible for their guests at all times.
2. Assume full responsibility for any damage to the clubhouse or to articles in the clubhouse and for theft of any property.
3. Not allow smoking anywhere in the clubhouse.
4. Due to the size of our Clubhouse and the limited parking, parties/meetings are limited to a maximum of 74 guests.
5. Assure that guests depart in such a manner that will not disturb other residents.
6. Leave the clubhouse in the condition you found it. The cost of any labor to clean the clubhouse to its original condition will be billed to the unit owner renting the premises.
7. Close and secure the premises, turning out all lights (except light on table in entrance way) and fans and vacate the clubhouse by 12 AM on Friday and Saturday nights and 11 PM on other nights.

B. The following are prohibited in the clubhouse:

- Amplified music, loud noise, profanity, or other offensive behavior.
- Pets or animals of any kind.

C. Leasing the Clubhouse:

- 1.** The clubhouse can be leased by unit owners or unit lessees. The clubhouse renter must be present during the rental period and responsible for returning the clubhouse to a presentable condition. The clubhouse renter must be “in good standing” with all fees/dues/fines up to date.
- 2.** Closing time must be observed: 12:00 AM Friday and Saturday and 11:00 PM on all other nights.
- 3.** Rental forms may be obtained from susan@krgre.com 614.255.9214.
- 4.** Two checks are required to be submitted to KRG to schedule an event.
 - A non-refundable rent check for the use of the clubhouse made out to “The Villas at Woodcutter Condominium Association” **AND**
 - A refundable security deposit made out to “The Villas at Woodcutter Condominium Association”. This amount will be refunded provided the clubhouse has been cleaned and there is no damage to the premises.
- 5.** Any costs incurred for returning the clubhouse to its original condition will be deducted from the security deposit. Any costs, which exceed the amount of the deposit, will be billed to the clubhouse renter sponsoring the event. The Association shall not be responsible for any articles, personal or otherwise, which are lost, stolen, or reported missing by any guest or resident.
- 6.** Groups consisting exclusively of residents of Woodcutter may reserve and use the clubhouse without charge.
- 7.** Trash removal is the responsibility of the clubhouse renter hosting the event.

D. Special Interest Events Permitted:

1. Meetings of General Interest to Woodcutter residents:

a. Attendance by non-residents should be limited due to insufficient parking. Overflow for any event is on Woodcutter.

b. Guest speakers would not be charged a rental fee, but at least one unit owner must sponsor the speaker and take responsibility for the maintenance and cleanup of the clubhouse.

2. Vendors, sponsored by at least one unit owner or unit lessee, may host parties to sell such items as Tupperware, Pampered Chef, homemade goods, etc.

A non-refundable rental fee for this type of event is required. In addition, a refundable security deposit is required.

13. TRASH COLLECTION/PROPERTY MAINTENANCE

A. Trash containers and garbage bags are not to be set out prior to 5 p.m. the day preceding collection and the containers must be picked up and put away by 9 PM the day of collection.

B. All trash for collection must be set out at the main street, next to the curb at the end of the driveway. Residents will be responsible for any cleanup of trash spillage from the containers, cigarette butts, and litter of any kind.

C. Trash containers, when not set out for collection, must be kept inside the garage.

D. Trash containers must have secure lids.

E. Bundled newspapers in cardboard boxes or plastic bags are permitted.

F. Recycling is encouraged. Recycling centers are near the neighborhood. Please see a BOD member for locations or questions regarding what items may be recycled.

14. SOLICITATION AND GARAGE SALES

- Solicitation is permitted the community under certain conditions. Please visit <http://www.cityofpowell.us/wpcontent/uploads/2015/05/PeddlerOrdinance.pdf>.
- Garage sales and tag sales are prohibited unless a community event and approved by the Board.
- Vehicles displaying “For Sale” signs are prohibited in the CE.

15. RESIDENT FEES

A. The fees levied by the Association are used exclusively to promote the health, safety and welfare of all the residents in the Villas at Woodcutter Condominium Association and for the improvement and maintenance of the CE and LCE for the good of the community.

B. Condominium fees are an annual assessment made payable in monthly installments. In the event that a Unit owner defaults on a monthly payment, the Association can file a lien on the Unit accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may pursue foreclosure.

C. Only owners in good standing, with fees current, are permitted to vote on Association issues, to vote for the election of Directors, and to serve on committees.

D. In the event a Unit owner becomes delinquent, any legal costs associated with the collection of these fees are assessed back to the unit owner in accordance with the condominium's Declarations.

E. The Unit owner is responsible for all legal fees and expenses associated with collection.

F. If the account remains in default, the Association may seek possession of the Unit.

G. Condominium fees are due on the first day of each month. Fees received after the 10th day of the month must include a \$25.00 late charge. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.

16. COLLECTION PROCESS

A. After an Association account is 10 days past due, the PM sends the Unit owner a late notice notifying them of the late payment.

B. 30-Days Past Due: the Association's attorney sends a demand letter to the Unit owner; the PM sends an intent to file lien letter by certified mail stating that all expenses incurred in the collection process, including legal fees, are the responsibility of the Unit owner. Notification is sent to the credit bureau.

C. 60-Days Past Due: the Association files a lien against the Unit owner's property to secure the assets of the Association in the case that the property title would be transferred. Notification is sent to the credit bureau.

D. 90-Days Past Due: the Association initiates foreclosure proceedings against the Unit owner through the Association's attorney. Once in foreclosure and the Delaware County Court has

awarded the Association a judgment, the property will be sold at Sheriff's sale.

17. UTILITIES

Residents/owners are responsible for maintenance and payment of their own gas, electric, cable television, telephone, and for calling to initiate service on the date of possession. Water, garbage collection and sewage utilities are paid by the Condominium Association.

18. CONDOMINIUM RENTALS & SALES

A. All rentals of Units in Villas at Woodcutter will be for no less than one year and a copy of the lease will be provided to the BOD prior to the commencement of the lease. The Unit owner will provide name(s) and contact information of the occupants, as well as all required data, to the PM.

B. It is the responsibility of the owner to provide new tenants the Resident Handbook of Rules.

Any owner who sells his or her condominium is responsible for:

1. Making certain the PM is aware of ownership changes at the time a closing date is established.
2. Making certain condominium dues and any outstanding fees are current.
3. Making certain new owners receive the Condominium Declaration and Bylaws.

4. The PM will provide new residents with current Resident Handbook of Rules.

19. PROCEDURE FOR CORRECTION OF WOODCUTTER RULES INFRACTION

Once the board has been notified by the PM of a violation, the owner and/or resident will be notified of the violation in writing by the PM. The owner/tenant will be given three (3) days from the date of the violation notice from the PM to correct the violation. The PM will follow up to make certain the violation has been corrected. If the violation has not been corrected in a timely manner, the PM will send a letter to the owner reflecting non-compliance, and a \$50.00 fee will be assessed to the owner after an opportunity for a hearing with the board has been provided pursuant to O.R.C. 5311.081(C). A fine will only be imposed following written notice of the violation to the owner and an opportunity for a hearing with the board. Should the violation continue following the above procedures, the BOD will determine further action to be applied.

20. UNIT OWNERS CONDUCT AT ASSOCIATION MEETINGS

A. A Limited time period on Association meeting nights will be set aside to hear unit owner's presentation of issues.

- 1.** A time limit will be imposed by the BOD based on the number of owners wishing to speak.

B. Board members will question the unit owner about the problem or concern, if the need arises. Other unit owners will not be recognized or permitted to comment or question the speaker unless a board member requests comments from someone in attendance.

1. This restriction will be strictly enforced to keep meetings running smoothly.
2. The Property Manager will address interruptions by unit owners. Repeated violators will be asked to leave the meeting.

21. RULE FOR INSURANCE DEDUCTIBLE

Pursuant to O.R.C. §5311.081(B) (5):

Any insurance deductible amounts paid by the Association for casualty loss claims which affect a Unit shall be apportioned between the amount of the deductible attributable to any Unit or component of a Unit and to the Common or Limited Common Elements. The amount of the deductible attributed to a Unit or component of a Unit shall be paid by the Unit owner, except in the event that the Association, through its negligence, was the cause of the damage to the Unit. If the damage to the Unit and/or Common Elements (including Limited Common Elements) is caused by the negligent or intentional actions of the Unit owner, guests, or occupants of the Unit, the entire deductible shall be paid by the Unit owner. If the Unit owner fails to pay the apportioned amount within a reasonable time determined by the Board, then the Board may file a lien against the Unit for nonpayment of the deductible amount and foreclose on that lien pursuant to Ohio law. In addition, the Board may seek a personal judgment against the Unit owner for nonpayment of the amount of the deductible which is not paid. The Unit owner will be responsible for all costs of collection, whether for actions in equity or at law, including attorney fees and paralegal fees that are incurred by the Association as a result of the Unit owner's nonpayment of the deductible.

Bob Rich 1/11/22
Signature Date

Sherie Deaver 1-11-22
Signature Date

Marie Mitchell 1/11/22
Signature Date

Sandi Karver 1-11-22
Signature Date

Mark Guelzo 1/11/22
Signature Date

[Signature] 1-13-22
Signature Date

This Resident Handbook of Rules may be subject to change from time to time at the discretion, and by a majority vote of the Board of Directors.

Replaces Rules and Regulations Dated 10/01/2020.

Revised and approved by the BOD and recorded in the minutes dated 01/11/2022.