# PINE RIDGE CONDOMINIUM UNIT OWNERS ASSOCIATION

#### **HANDBOOK**

www.PRCUOA@gmail.com

**Revised and Adopted January 2024** 

## **TABLE OF CONTENTS**

Welcome To Pine Ridge	5
Annual Election Meeting	6
Assessments, Sanctions and Liens	6
Board Association Minutes and Communications	6
Board of Directors	6
Budget, Reserve Fund, Reserve Study and Audit	6
Business Use	7
Calling the Managing Agent	7
Committees	7
Communication Worksheets	7
Community Center	8
Condo Assessments	9
Condo Resident Behavior	9
Contracted Workers/Employees	10
Extended Vacation/Snowbirds	10
Fences	10
Flags	11
Flowers	11
Forms	11
Garage Sales	11
Gardens	12
Holiday Decorations	12
Inside Pest Control	12

### Revised & Adopted January 2024

Insurance	13
Keys to Community Center	13
Leasing Your Unit	13
Liability for Damage to Limited or Common Elements	14
Library	14
Lights	14
Mailboxes	14
Monthly Calendar	14
Mulching and Trimming in Variance Areas	14
Newsletter	15
Notice of Mortgage Status	15
Offensive Activity	15
Outdoor Decorations	15
Outside Furniture	16
Outside Chemical Applications	16
Parking	16
Pets	16
Ponds	17
Proxy Vote	17
Reserve Study	18
Revised Code, Declaration, Bylaws and Rules/Regulations	18
Safety and Liability	19
Sale/Purchase Transfer Procedures	19
Satellite Dishes	19
Shrubs and Lawn Care	19
Signs	20

### Revised & Adopted January 2024

Snow Removal	20
Social Committee	20
Speed Limit and Stop Signs	21
Storm Doors	21
Suggestions/Issues for Board Meetings	21
Tables/Chairs for Personal Use	21
Tier II or Tier III Sex Offenders	21
Trash Pick-Up	21
Unit, Common Elements and Limited Common Elements	22
Unit Owner Complaint	22
Unit Owner Information	22
Variances to Condo Exterior	23
Walking Paths	24
Website	24
Appendix A: Chart of Maintenance Responsibilities	25
Appendix B: Approved Storm Doors	26
Appendix C: Architectural Committee Guidelines	27
Appendix D: Pine Ridge Violation Enforcement Procedures	28
Appendix E: Forms	30
<ol> <li>Communication Worksheet</li> <li>Variance Form</li> <li>Community Center Reservation Form</li> <li>Proxy Form</li> </ol>	

#### **WELCOME TO PINE RIDGE**

Thank you for choosing to live in one of the premier condominium communities in Northeast Ohio – Pine Ridge. Pine Ridge was established in 2001 and contains 117 condominiums. A community center, walking paths, roadways and ponds lie within the condominium complex.

Pine Ridge offers many planned social activities that residents are invited to join. This provides a great opportunity to meet your neighbors, make new friends, and participate in common interest activities.

Unless you have lived in a condominium community previously, you will find living in a condo community unlike any other experience you have had. In a condominium community, owners must recognize they have less control and there are rules and regulations to live by.

- Condo owners are really co-owners and co-investors in the community.
- A Board of Directors is charged with running the Association like a business.
- There are a declaration, bylaws, rules and regulations, as well as state laws that must be followed.
- State law requires that each owner pay a monthly assessment which is used to maintain the buildings and grounds.
- A portion of the monthly assessments is set aside by law in a Reserve Fund as a financial cushion for replacement of roofs, siding, asphalt, etc. This reduces the risk of any unexpected future assessments.

#### **ANNUAL ELECTION MEETING**

The Association's Annual Meeting will be held at such time, at such place, and on any such date during the month of July each calendar year as the Board determines and as stated in the meeting notice, for the election of Directors, the consideration of reports to be laid before the meeting, and the transaction of such other business as is set forth in the meeting notice. 50.1% of the Association membership must be present either in person or by proxy to represent a quorum.

## **ASSESSMENTS, SANCTIONS AND LIENS**

Sanctions can range from admonishment or a finding that the unit owner shall permanently remove oneself or the nuisance situation from the unit.

An assessment, sanction or lien may be levied on a unit owner who violates any of the bylaws or rules/regulations in a calendar year at a rate starting at \$50 for the first incident. Each additional incident in a calendar year shall be \$100.

REFER TO APPENDIX D.

#### **BOARD ASSOCIATION MINUTES AND COMMUNICATIONS**

In order to reduce the amount of paper used, Board minutes and communications are emailed to unit owners. For residents who do not have email, a hard copy of the Board minutes may be picked up at the Community Center. Important communications involving unit owners are mailed.

#### **BOARD OF DIRECTORS**

The condo unit owners elect the Board of Directors for staggering terms. All members of the Board of Directors are required to be Association unit owners.

The five (5) Board members are charged with 1) running the Association; 2) enforcing the rules/regulations; and 3) managing the condominium property. The Board usually meets the 2<sup>nd</sup> Monday of each month at 7:00 pm in the Community Center and all unit owners are encouraged to attend these meetings. There are formal procedures in place to allow unit owners to address the Board regarding any opinions/concerns/issues. Minutes of each Board meeting are available on the Association's website or at the Community Center.

### **BUDGET, RESERVE FUND, RESERVE STUDY AND AUDIT**

The Association's fiscal year runs from January 1 to December 31. Each year, a budget is established and ratified by the Board on or before December 15 in compliance with the bylaws and state law.

The budget estimates the total amount considered necessary to meet expected obligations and Reserve Fund contributions for the next fiscal year. Based on this budget, the Board passes an assessment resolution that assesses each unit owner a condo fee in proportion to his/her common element interest. The yearly condo fee is paid in twelve (12) installments due on or before the 1<sup>st</sup> day of each month. Unit owners are notified of condo fee increases and provided a copy of the budget.

#### **BUSINESS USE**

No industry, business, trade, occupation or profession of any kind (commercial, religious, educational, or otherwise) designated for profit, altruism, exploitation, or otherwise, shall be conducted, maintained or permitted on any part of the condominium Association property.

#### CALLING THE MANAGING AGENT

The Association's Managing Agent works for all of us. This position is a salaried contracted management one.

Below are some common concerns which require the Managing Agent's attention:

- 1. Outside maintenance concerns; and
- 2. Grounds keeping issues.

All safety and emergency issues should be immediately addressed to the Strasburg Police or Fire Departments by calling 911 or 330-878-7011. Please contact the Managing Agent or a Board member <u>after</u> contacting the police or fire departments.

REFER TO THE COMMUNICATION WORKSHEETS SECTION.

#### COMMITTEES

There are two types of committees appointed by the Board that help with Board activities – ad hoc and standing committees. An ad hoc committee is one that is chartered for a specific task or objective and, when its work is completed, it is dissolved. A standing committee is a permanent committee to accomplish a specific job or objective.

#### **COMMUNICATION WORKSHEETS**

Communication Worksheets are used to communicate to the Association's Managing Agent all interests/concerns/needs requiring attention. The worksheet form is available on the Association's website or a hard copy is available at the Community Center. Once the worksheet is completed, it should be placed in the Center's lock box outside the Center's main entrance. Communication Worksheets are reviewed and appropriate action taken. Communication Worksheets are requested to be used for any and all communication with the Board and the Managing Agent. When the issue has been resolved or the work completed, the unit owner will be notified.

#### REFER TO APPENDIX E.

#### **COMMUNITY CENTER**

Pine Ridge is unique in that residents have use of a beautiful Community Center. They can take advantage of the physical fitness equipment, basketball, social activities, a large screen TV, etc.

An Association owner may also reserve the entire facility for personal events for a nominal deposit (which will be returned if the Center is returned back to its original state after the event). The reservation deposit is waived for funeral receptions for Association members' immediate families. A Center reservation must be made through the Association's Administrative Assistant. The Community Center Reservation Form is available on the Association's website, as well as at the Community Center and must be completed (with deposit check attached) at least seven (7) days prior to using the Center in order to avoid conflicts with other scheduled events. If a last-minute reservation is needed, the Center may also be used without completing the Reservation Form and deposit for prior approval, but in that case, there is no guarantee you will have exclusive use of the Center. The Reservation Form cites some simple rules that must be followed when using the Center and returning it back to its original state.

On certain days of the week and times, the Community Center is being used for work or scheduled meetings/activities. These are clearly delineated on the Association's monthly calendar that accompanies the monthly newsletter (found on the website or in hard copy at the Community Center). Residents are asked not to use the Center during these pre-planned times without the consent of the individual or group using it. Additionally, the Center cannot be reserved on certain major holidays during each year (i.e., New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving and Christmas).

Please be aware there are four parking spaces in front of the Center designated as "For Handicap Use Only" during social events and planned meetings. Additional parking is available in the "cut out" across from the Center as well as the parking lot across from the Community Center on Dale Avenue. If there are more than fifty (50) guests attending your event, it is your responsibility to assign a "Parking Monitor" to ensure cars are parked correctly. Please be sure your guests do not block the entrance way into the lot across from the Community Center. It works best to park perpendicular to Dale Avenue. Please refrain from parking in front of the Community Center sign, on the walking path beside the Center, to the left of the gravel drive across the street (it is private property) or on Pine Ridge Parkway.

Guests using the Community Center must be accompanied by an owner/resident who must be in the Center the entire time it is being used.

Donations to the Community Center are greatly appreciated. In order to avoid duplications and accumulation of unwanted unit owner item(s), the Managing Agent must be contacted before placing the item(s) in the Center. Donated items must be in good working order and all donated items to the Center become the property of the Association.

#### REFER TO APPENDIX E.

#### **CONDO ASSESSMENTS**

A "par value" has been assigned to each unit that reflects its "fair market value." Square footage, amenities, and other factors were utilized to assign a par value, and substantially identical units have the same assigned par value. Please note par value does not reflect or relate in any way to current real estate transactions. The unit owner's monthly condo fee is determined by applying a formula to the par value of each unit; hence, condo assessments will vary.

Condo assessments are due to the Association by the first (1<sup>st</sup>) day of each month, but no later than the fifth (5<sup>th</sup>) day of the month by 5:00 PM. Naturally, unit owners are welcome to pay their condo assessments ahead if they would like to do so.

A late penalty of \$25 must accompany any delinquent condo fee payment. For example, if a unit owner's \$200 monthly condo fee is late, a payment of \$225 must be submitted to the Treasurer. Such late payments must be received by the 15<sup>th</sup> of the month at 5:00 PM or additional monthly penalties may be levied by the Board. If the bank returns a check, the Board will assess an additional \$35 charge in addition to the \$25 late fee. Any unpaid late charges or assessments may result in a lien being placed on the owner's unit and/or delivery to a collection agency. Assessments for such services will be charged to the unit owner's account.

If a unit owner's account is over ninety (90) days delinquent in condo assessments, at the Board's discretion, a lien can be filed on the unit. The owner's account will be charged for assessments incurred for the lien as well as any other financial penalties due. The Board of Directors may allow payment plans in cases of special needs and financial hardship as long as the unit owner does not abuse it.

The Association may begin foreclosure procedures when a unit owner is more than \$1,000 is arrears. If foreclosure is initiated, attorney fees incurred are added to the delinquent owner's account and will be recouped by the Association after adjudication or settlement.

#### **CONDO RESIDENT BEHAVIOR**

Pine Ridge prides itself in operating in a civil fashion while conducting meetings and managing condominium property. The Golden Rule applies – treat others as you wish to be treated. No resident, Board member, employee or contractor deserves to be harassed in any manner. The Board has passed a Resolution to resolve issues and conflicts that states "members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees or vendors."

#### **CONTRACTED WORKERS/EMPLOYEES**

The Board of Directors is responsible for financial, legal, physical and relational matters within the Association. To assist them in their responsibilities, the Association contracts part-time individuals – a Managing Agent, an Administrative Assistant, maintenance/custodial workers (as needed), and a Fiscal Agent for financial services – all of whom report to the Board.

The Managing Agent is responsible for the upkeep of buildings, landscaping and making any needed repairs. When maintenance and repairs are needed, the Managing Agent is responsible for obtaining bids and reviewing them before they are brought before the Board. This, of course, reduces the amount of time the Board spends looking at proposals and assists them in making the correct decisions. Unit owners should contact the Managing Agent through a Communication Worksheet when they have complaints, questions or problems.

The Administrative Assistant oversees office correspondence, communications and recordkeeping.

The Fiscal Agent is a contracted position that oversees the fiscal operations of the Association, and the collection of condo assessments. In addition, the Fiscal Agent collects and disperses funds as well as issues regular monthly financial statements to the Board.

Maintenance/custodial workers are employed on an as-needed basis for small projects and paid an appropriate rate based on the job. Their work is supervised by the Managing Agent.

In compliance with the Ohio Revised Code, members of the Board of Directors may not be paid for their Board duties.

## **EXTENDED VACATION/SNOWBIRDS**

If you are planning an extended vacation of a month or more, it is suggested that you notify the Association office at the Community Center, a neighbor or friend and give him/her your vacation address and contact phone number, as well as the dates when you will be departing and returning from your trip.

#### **FENCES**

If a unit owner wishes to install a fence in his/her patio area, a Variance form must be completed and submitted to the Architectural Committee for approval by the Board prior to the beginning of the work. After the work is completed, a member of the Architectural Committee must also inspect the completed project.

REFER TO VARIANCES TO CONDO EXTERIOR SECTION AND APPENDICES C AND E.

#### **FLAGS**

Per federal and state law, a condominium association may not adopt or enforce any policy, or enter into any agreement, that would restrict or prevent a member of the association from exterior display of the United States flag, the State of Ohio flag, the POW/MIA flag, window displays of blue and gold star banners, and other similarly designated service flags on residential property within the association with respect to which such member has a separate ownership interest or a right to exclusive possession or use.

Flag brackets may be affixed to units in order to display the American flag using outrigger poles between 45 and 60 degrees. Permanent freestanding flagpoles are permitted via a Variance Form approval.

#### **FLOWERS**

Flowers can enhance the beauty of each individual unit if a few simple rules are followed. They may only be placed in the mulched areas and must be cared for by the unit owner. The Association will remove flowers that become overgrown and unsightly, and the owner will be billed for the removal. Please note that vegetable plants are not permitted in the mulched areas.

It is permissible to hang flower baskets on the front porch with hooks of diameters of 1/4" or less. If the hooks are removed, a copper or stainless steel screw must be put in the holes. Standard porches are allowed up to two (2) hanging baskets while long porches may have a maximum of four (4).

REFER TO OUDOOR DECORATIONS SECTION.

#### **FORMS**

Multiple Association forms can be found on the Association's website and hard copies can also be picked up at the Community Center. Examples of available forms include 1) Communication Worksheet; 2) Variance Form; 3) Community Center Reservation Form; 4) Proxy; 5) Contact Information Form; and 6) Sale/Purchase Procedures Form. All completed forms should be returned to the Administrative Assistant at the Community Center office or placed in the Community Center lock box at the Center's entrance.

REFER TO APPENDIX E.

#### **GARAGE SALES**

Residents are not permitted to hold garage sales at any time other than those times specified by the Board.

#### **GARDENS**

There is to be no planting of vegetables in the mulched areas around the condominium units. Garden plots are available on a first-come, first-serve basis. The garden maintenance cost will be shared equally among gardeners. If interested in obtaining a garden plot, submit your request on a Communication Worksheet.

#### **HOLIDAY DECORATIONS**

Approved time periods during which unit owners may put up lighting and decorations on Association property outside their respective units are as follow:

Holiday	Begin	End
St. Valentines	7 days before Holiday	Day after Holiday
Presidents Day	7 days before Holiday	Day after Holiday
St. Patrick's Day	7 days before Holiday	Day after Holiday
Easter Sunday	7 days before Holiday	Day after Holiday
Memorial Day	7 days before Holiday	Day after Holiday
Independence Day	7 days before Holiday	Day after Holiday
Labor Day	7 days before Holiday	Day after Holiday
Halloween	7 days before Holiday*	Day after Holiday
Veterans Day	7 days before Holiday	Day after Holiday
Thanksgiving Day	7 days before Holiday	Day after Holiday
Christmas	Thanksgiving Weekend**	January 15

<sup>\*</sup>Halloween decorations are to be non-offensive. Any justifiable written complaints to any member of the Board of Directors will result in the immediate removal of any offensive decorations.

In 2009, the Board ruled that only green extension cords can be used for outside lights and no inflatable decorations are permitted for any occasion.

#### **INSIDE PEST CONTROL**

The unit owner is responsible for controlling/eliminating insects and pests within the condo.

<sup>\*\*</sup>Christmas lighting may be put in trees and shrubs after November 1 providing the cords and wires are green in color to blend in with the trees and shrubs. No lighting is to be put on units until after Thanksgiving. No extension cords are to be put in the yards until after Thanksgiving. All lights may be turned on and all other decorations put up after Thanksgiving as well. All Christmas decorations and lighting must be removed by January 15.

#### **INSURANCE**

Owners of condominium units obviously do not own the entire condominium complex. Typically, they own their own unit outright and share ownership of the rest of the complex with all the other owners. From an insurance point of view that means all individual unit owners have a collective responsibility for insuring areas of the complex owned in common. Pine Ridge purchases a master insurance plan to protect our condominiums, Community Center and other structures from disasters. Your monthly condo assessments help to pay your fair share of the insurance premiums.

Individual unit owners are also requested to have an insurance policy that insures everything within the interior walls of the unit. Each insurance policy will typically cover such things as fixtures, contents, plumbing, windows, doors, furnishings, appliances and all other things spelled out in the Condominium Declaration. Condominium insurance is usually cheaper than house insurance. Concerns and questions should be addressed to your individual insurance agent.

#### **KEYS TO COMMUNITY CENTER**

Each unit owner is entitled to a maximum of two (2) keys to the Community Center (with a \$10 deposit for each key). If a key is lost or misplaced, there is a \$25 replacement fee. If you would like a key(s), please contact the Administrative Assistant at the Community Center and arrangements will be made for you to receive a key(s).

If you rent your condo, key(s) will be issued in the unit owner's name and it is the unit owner's responsibility to allocate key(s) to his/her tenant(s) and to collect/reissue key(s) when the tenant(s) moves out.

When you sell your unit, it is the current unit owner's responsibility to notify the Administrative Assistant at the Community Center, return the key(s) and request return of the key deposit. The new buyer can then decide if he/she would like to obtain a key(s) for the Community Center and provide a new deposit.

#### **LEASING YOUR UNIT**

Unit owners may rent their respective units pursuant to a Lease Agreement of not less than twelve (12) months. A copy of the Lease Agreement must be on file with the Association. Lessees must abide by the Association's declaration, bylaws and rules/regulations. The unit owner is responsible for informing tenants of the rules/regulations/bylaws and paying any and all assessments including the monthly condo assessments.

## LIABILITY FOR DAMAGE TO LIMITED OR COMMON ELEMENTS

Unit owners are liable for any damages to limited or common elements by themselves, renters or guests. Examples include, but are not limited to, damage to siding, faux stone, patios, sidewalks, shrubbery, lawns, etc. Any damage must be reported immediately to the Managing Agent who will make arrangements for repair at the owner's expense.

#### LIBRARY

There is a small library located in the front area of the Community Center for all residents to enjoy. If you would like to donate books, please place them in the donation box on the bookshelves. If you would like to take a book(s) to read, please simply return the book when you have finished reading it. The Social Committee is in charge of running the library.

#### LIGHTS

Lamppost lights in the front of each unit, as well as porch, patio and garage fixtures, are the responsibility of the Association while light bulbs for porch, patio and garage lights are the responsibility of individual owners. Please call the Association's Managing Agent if your lamppost light is burned out.

Please note that any additional permanent lighting requires a Variance approved by the Board.

#### MAILBOXES

Mailboxes are grouped by condos on each street. Please do not park in front of them since it will impede the delivery of mail.

#### MONTHLY CALENDAR

A monthly calendar is published with the monthly newsletter and includes pertinent Pine Ridge activities and events. The calendar is available on the Association's website, emailed to residents with email addresses and others may pick up a hard copy at the Community Center.

#### **MULCHING AND TRIMMING IN VARIANCE AREAS**

The Association is responsible for all mulching and trimming within the complex. The same type and color of mulch used throughout the community must remain consistently used by owners. Please contact the Managing Agent for additional details.

#### **NEWSLETTER**

The Association publishes a monthly newsletter to inform residents of matters of importance as well as continuing and upcoming social activities. Residents may post community information notices in the newsletter by 1) by emailing an article to <a href="mailto:PRCUOA@gmail.com">PRCUOA@gmail.com</a>; 2) dropping off the handwritten article in the Community Center's lock box; or 3) emailing the person(s) formatting the newsletter by the 15<sup>th</sup> of the month.

The monthly newsletter is available on the Association's website, and it is emailed to residents with email addresses on file. A few hard copies are also available at the Community Center.

#### **NOTICE OF MORTGAGE STATUS**

Each unit owner shall furnish written notice to the Board's Secretary of the cancellation, alteration or status change of the mortgage covering his/her unit.

#### **OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on in any unit or in the common elements and facilities. Nor shall anything be done willfully or negligently that may be or become an annoyance or nuisance to other unit owners. No unit owner shall make or permit any disturbing noises by himself, his family, visitors, renters or pets that will interfere with the rights, comforts or conveniences of other unit owners. All safety and emergency issues should be immediately addressed to the Strasburg Police or Fire Departments by calling 911 or 330-878-7011. Please contact the Managing Agent and/or a Board member after contacting the police or fire departments.

#### **OUTDOOR DECORATIONS**

The Association encourages decorations in the limited common elements as long as they enhance the aesthetic appearance of the unit. The following rules have been promulgated as a guide:

- 1. Wreaths are permitted on the front door, but any damage to the door or vinyl siding is the individual owner's responsibility. All repairs must be enacted upon discovery.
- 2. Common elements that include the large pine tree groupings and mulch may not be altered, decorated, landscaped or adorned without the prior written consent of the Board.
- 3. All decorations in the mulched areas at the sidewalks and driveways must be removed before snow removal to prevent breakage and to facilitate snow removal.
- 4. No "PLASTIC" decorations are permitted in the mulched areas, yard or front porch.
- 5. Round gazing balls of any type are not permitted in the front or side of the unit; however, they are permitted in the rear of the unit.
- 6. Earthen clay pots, clay birdbaths and shepherds hooks are permitted in the mulched areas.
- 7. Wood birdhouses are permitted on porches and mulched areas only.

8. Nothing should be placed in the common areas so as not to interfere with lawn mowing/landscaping (i.e. pet tethers).

The aforementioned rules are not meant to be exhaustive. Please contact the Managing Agent or a Board member with any questions you may have concerning decorations.

#### **OUTSIDE FURNITURE**

Residents may place outdoor furniture on both the front porch and the back patio. Barbeque grills are acceptable on the rear patios; however, use caution not to get them next to the siding because it will melt. The Board suggests that grills be covered. The unit owner must dispose of used charcoal properly in waste containers.

#### **OUTSIDE CHEMICAL APPLICATIONS**

Periodic outside chemical applications are applied by the Association's lawn service. At the time of the application(s), small flags are placed at several different locations throughout the common elements to 1) alert residents that chemicals have been sprayed that may be harmful to pets; and 2) the time required before pets can safely be on or near the area(s) once again. Please use caution in not allowing your pets on or near the chemically-treated areas when periodic outside applications are applied.

#### PARKING

Residents are encouraged to use their respective garages and driveways as much as possible for parking. There is additional parking in "cut outs"; however, vehicles may only be parked in "cut outs" on a temporary basis. Please remember the intent of the "cut outs" is for short-term parking. Also, the "cut out" across from the Community Center is to be used solely for Community Center activities. Parking on side streets is permitted as long as vehicles are not parked within fifteen (15) feet of any intersection, Postal Service mailboxes or fire hydrants.

Parking is not permitted on Pine Ridge Parkway or in front of the storage units except for loading and unloading. Oversized (larger than a pick-up) commercial vehicles or commercial trailers are not to be parked in residential driveways or on residential streets unless actively employed in maintaining the grounds or residences; and then only during the period of contracted work.

No recreational vehicles, snowmobiles, boats, utility trailers, boat trailers, camping trailers, etc. will be permanently allowed within the confines of the condominium complex unless stored in the unit owner's garage.

#### **PETS**

Only dogs, cats and household pets may be kept in units with the following restrictions:

1. Pets shall not be kept, bred or used for any commercial purpose.

- 2. The cost of repairing damage by a pet to the common elements and limited common elements will be a special individual unit assessment against the unit owner responsible for the pet that caused the damage.
- 3. Pets must be leashed and not running loose.
- 4. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered.
- 5. Pet owners are responsible for immediately cleaning up after their animals.
- 6. Pet caregivers are responsible for any damage caused by their pets.
- 7. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.
- 8. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets.
- 9. The Association is indemnified and held harmless against loss or liability arising from a unit owner's pet.
- 10. Residents are urged to call the County Dog Warden (330-339-2616) themselves.

The Board has the option to assess fines for violations of any of the above-mentioned guidelines; and the Board may order that any pet causing or creating an unreasonable disturbance or unsanitary/unsafe condition be permanently removed from the condominium property. If such a situation arises, the unit owner will be given an opportunity for a hearing prior to the removal of the pet from the grounds of the Pine Ridge complex.

#### **PONDS**

The four (4) ponds within the community are for the enjoyment of all residents of Pine Ridge. Fishing in the ponds is limited to unit owners and their guests. Barbless hooks must be used to catch fish and all fish must be released back into the pond. No swimming or ice-skating is permitted. A unit owner must be present at all times when family members or guests are fishing in the ponds.

#### PROXY VOTE

Association members may vote, act or execute consents, waivers or releases by proxy. Proxies must be in writing or appointed in any other manner permitted by Ohio law and filed with the Board Secretary before the appointed time of each meeting. The person appointed as a proxy must be a member of the Association. Without affecting any vote, act or execution previously taken or authorized, the member(s) appointing a proxy may revoke a proxy by a later dated appointment of proxy received by the Association or by giving notice of revocation to the Association in writing or in an open meeting up to the time the voting or act is closed. The mere presence at a meeting of the member appointing a proxy does not revoke the appointment. Unit owners can request another unit owner or the Board of Directors to cast his/her vote in absentia by completing a Proxy form and proxies are valid for five (5) years. Any new proxy filed automatically revokes prior proxies regardless of age and a new proxy can be filed at any time. Proxy forms are available at the Community Center office or on the Association's website.

REFER TO APPENDIX E.

#### **RESERVE STUDY**

Under the Board's direction, an engineering firm is periodically retained to conduct a Reserve Study of the entire community including all common elements and limited common elements. The engineering firm then submits its written report to the Board of Directors to evaluate the firm's recommendations regarding the level or amount of Reserve Funding needed to repair and/or replace any of the common elements and/or limited common elements in the future. At the Board's discretion, they can also appoint an ad hoc committee to review both the Reserve Study and the current Reserve Fund amounts to determine if sufficient funds are available to cover the anticipated repair/replacement costs. This review process assists the Board in determining future condo fee assessments.

As part of the budgeting process, state law requires all condominium associations to establish and maintain a Reserve Fund to cover the cost of major repairs and replacements of common elements. The Reserve Fund is funded from the monthly condo assessments paid by unit owners.

The Board retains an engineering firm to conduct a Reserve Study.

Since the Reserve Fund constitutes a large amount of money, the Board may appoint an Investment Committee to make investment recommendations to the Board of Directors. The Board uses the following guidelines to invest Reserve funds:

- 1. Safety in that the Board's primary goal needs to be the preservation of the reserves against loss;
- 2. Liquidity in that the Board maintains a reasonable amount of cash reserves; and
- 3. Yield in that the Board should seek a reasonable return on the reserves, but never over preservation of the capital.

## REVISED CODE, DECLARATION, BYLAWS AND RULES/ REGULATIONS

The Ohio Condominium Act is found in Chapter 5311 of the Ohio Revised Code. The rights and duties of a condominium association and its unit owners are defined and regulated by the Act and its amendments.

The Pine Ridge Condominium Association's Declaration and Bylaws also have provisions that govern the Association. The Declaration and Bylaws are filed with the Tuscarawas County Auditor. Both the Declaration and Bylaws, as well as Amendments, can be easily accessed on the Association website or hard copies can be reviewed, but not removed, by owners in the Association's office at the Community Center. The Declaration and Bylaws may be amended or modified with the vote of the unit owners having no less than seventy-five (75%) percent approval for any amendment to be added to the Declaration and Bylaws. The Board advises you to make yourself familiar with the Declaration, Bylaws and Rules/Regulations of your Association.

The Ohio Revised Code, Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish Rules and Regulations governing the use of the Common Elements and Limited Common Elements and the personal conduct of unit owners, occupants and their guests. The Board also has the power and authority to establish and levy enforcement charges for violations of the Rules and Regulations. Each resident has the duty to understand the general Rules and Regulations established for the welfare and harmony of all residents, as well as for the protection of the community. Unit owners must provide a copy of *Pine Ridge's Unit Owner's Handbook* to lessees so they are familiar with the condominium Rules and Regulations.

#### SAFETY AND LIABILITY

Under Ohio law, parents are liable for damage to property caused by their children. Parents/guardians are responsible for their children's behavior and safety while playing or congregating in the Association's common elements, including activities at the Community Center.

#### SALE/PURCHASE TRANSFER PROCEDURES

If a unit is being purchased or an owner is selling his/her unit, please complete and return to the Association's office the Seller/Purchaser Transfer Procedures form. The form should be signed by both the Seller and Purchaser and can be found on the Association's website or a hard copy is available in the Association's office at the Community Center. Basically, the form provides contact information for both the Purchaser and Seller, a checklist of items to be reviewed with the transfer of property and items to be provided to the Purchaser in the Association's welcome packet. In addition, should any Purchaser seeking a mortgage or financing require information from the Association, a separate request form must be completed (along with a check for the applicable fee) to process that request.

REFER TO APPENDIX E.

#### SATELLITE DISHES

Satellite dishes are permitted, but require a Variance submitted to the Architectural Committee. Satellite dishes are not to be attached to the condo structure, but the Architectural Committee chairperson or member can advise you regarding proper placement of the satellite dish.

#### SHRUBS AND LAWN CARE

The lawns are the responsibility of the Association. Individuals are not to perform any type of lawn maintenance, fertilizing or shrub trimming except in areas covered by a Variance. If the owner/occupant causes damage to Association-owned landscaping, the owner/occupant is responsible for payment of replacements.

Obviously, shrubs and grasses within Variance areas are the unit owner's responsibility. If a unit owner wishes to request as a personal preference the moving, removal or planting of a tree or shrub in the common elements, Board approval through a Communication Worksheet is required and will be accomplished by the Association's contracted lawn service.

Unit owners are not to approach the contracted lawn care service company with problems or concerns. If there are concerns or problems, please complete a Communication Worksheet to bring the issue to the Managing Agent's attention.

#### SIGNS

No signs of any type shall be displayed in the limited common elements without the prior written consent of the Board. This also includes the outside or inside of windows and outside walls of any building. The Board has the right to remove any inappropriate signs at the unit owner's expense. The only exception is "for sale" signs and "open house" signs.

When an owner desires to sell his/her unit, a "for sale" sign may be placed in the limited common elements. Only one "for sale" sign in the yard is permitted. The signs should be manufactured and no larger than 24" x 30" including the frame. "Open house" and directional signs may be displayed at the intersections on the day of the open house only and must be removed immediately after completion of the open house.

#### **SNOW REMOVAL**

The Association provides snow removal from driveways and roads when the snow reaches a depth of 3" or more. Walkways and paths are cleared as needed at the discretion of the Managing Agent. "Ice Melt" will be applied to walkways, driveways and roads as needed. Unit owners may also apply "Ice Melt" at their discretion, but absolutely no rock salt can be applied because it will permanently damage the concrete. During snow emergencies, please do not park on the mailbox side of the street or in the "cut outs." As a reminder, please keep in mind that snow removal will only be able to provide limited cleaning when cars are parked in driveways.

REFER TO PARKING SECTION.

#### SOCIAL COMMITTEE

The Social Committee consists of volunteer Association members who plan, coordinate and carry out social functions. Any unit owner may become a member by simply coming to the committee's scheduled meetings that are noted in the monthly newsletter. The committee is autonomous and self-funding. A variety of fun monthly activities are planned and carried out by the committee and noted in the monthly newsletter.

#### **SPEED LIMIT AND STOP SIGNS**

The speed limit on all roads throughout Pine Ridge is 15 mph. Residents are required to observe the speed limit as well as stop at all stop signs. At the Board's discretion, violators may be subject to an enforcement assessment.

#### STORM DOORS

If a unit owner wishes to install a storm door, no Variance is needed; however, certain guidelines must be followed. Storm doors must be full view (single or two-glass panels) and match the vinyl trim and siding and no ½ or ¾ door solid panels will be permitted. Appendix B has pictures of storm doors that are permitted and not permitted. If in doubt, please check with the Managing Agent who can further advise you concerning the appropriate storm door for your unit.

REFER TO APPENDIX B.

#### SUGGESTIONS/ISSUES FOR BOARD MEETINGS

Suggestions and specific issues must be put in writing using the Communication Worksheet and then submitted to the Board at least one (1) week prior to the Board meeting. This allows sufficient time to include requests on the Board Meeting Agenda. Please place the completed Communication Worksheet in the lockbox at the Community Center. A Request to Speak form is also available at each Board meeting where owners may sign up to present a suggestion or issue at the Board meeting.

#### **TABLES/CHAIRS FOR PERSONAL USE**

There are several tables and chairs at the Community Center available for unit owners and residents personal use. If you wish to use any of the available tables and chairs, please sign your name and address in the log book provided near the tables and chairs in Community Center's gym area and then sign your name in the log book once again when you return the tables and/or chairs.

#### TIER II OR TIER III SEX OFFENDERS

A person who is classified a Tier II or Tier III sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a unit or remaining in or on the condominium property for any length of time.

#### TRASH PICK-UP

Trash and recycle is picked up by the Village of Strasburg every Tuesday. All trash must be placed at the end of the driveway, and trash pick-up personnel request that bins be 3-5 feet

apart. All trash containers must be stored in the garage. Occasionally, the Village provides a "large trash" day. Please contact the Village for additional restrictions and details.

## UNIT, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The Association's Declaration specifies two (2) types of properties – the "unit" and the "common elements." The "unit" is the property subject to exclusive ownership, i.e., the part of the condominium for which the owner is responsible. The "common elements" are everything outside the "unit" for which the Association is responsible. For example, the Association is responsible for roofs, siding, landscaping, roads, etc.

Within the "common elements" lies the "limited common elements." This represents a portion of the "common elements" designated in the Declaration as being reserved for the use of the unit owner. Examples of "limited common elements" include patios, driveways, porches, etc. It should be noted if a "limited common element" is damaged or destroyed by a unit owner as a result of an intentional or negligent act or omission, the owner is responsible for the cost of maintenance and repair associated with the damage or destruction as well as fines and penalties.

If you want a more complete understanding, please review the Declaration, Bylaws and Rules/Regulations in detail on the Association's website or hard copies are available for your review at the Community Center office.

#### UNIT OWNER COMPLAINT

Any Pine Ridge resident may file a complaint citing a violation of these Rules and Regulations. A Communication Worksheet should be completed or letter should be signed and delivered to the Board of Directors through the Managing Agent. The complaint will be investigated and processed for further action. Please be aware that you may be asked to attend a hearing to further explain your written complaint.

REFER TO APPENDICES D AND E.

#### UNIT OWNER INFORMATION

Ohio Revised Code requires associations to possess a complete and accurate list of owners. "Within thirty days after a unit owner obtains a condominium ownership interest, the unit owner shall provide the following information in writing to the unit owners association through the board of directors:

- 1. The home address, home and business mailing addresses, and the home and business telephone numbers of the unit owner and all occupants of the unit;
- 2. The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner."

In addition, if a unit owner rents his/her unit, he/she must provide the Association with the name, address and telephone number of the renter within thirty (30) days.

#### **VARIANCES TO CONDO EXTERIOR**

A Variance form is required whenever a unit owner proposes a change to the outside of a unit. Some examples of the need for a Variance approval by the Board of Directors are:

- 1. Patio enlargement;
- 2. Satellite dish installation;
- 3. Fencing around patio;
- 4. Pergolas;
- 5. Additional shrubs or decorative trees;
- 6. Radon abatement;
- 7. Exterior doors:
- 8. Garage doors; and
- 9. Windows.

Variance approvals are needed to maintain an esthetically architectural appearance, safeguard condominium values and maintain a record of unit owner responsibility for maintenance.

An Architectural Committee is appointed by the Board to review all Variance requests made by only unit owners. The committee will discuss whether or not the request is acceptable and make its recommendation to the Board for their final say. When approved, the unit owner receives a copy of the completed Variance form and the original is kept on file in the Association office.

Any modification, additions or changes made to a unit without an approved Variance form will be subject to removal or restoring the affected area back to its original condition at the unit owner's expense.

Please note that no work may be scheduled until the unit owner receives notification that the Variance form has been approved. Also, approved Variances apply only to the requesting unit due to the unique characteristics of each unit.

When a condominium is sold, the previous owner must complete a "Variance Addendum" form that must be signed by both the Seller and Purchaser. In signing the form, the Purchaser agrees to accept responsibility for any and all changes made to the property by the former owners. If the new owner does not want this responsibility, the Seller must return the impacted condo or grounds to their original condition.

REFER TO APPENDICES C AND E.

#### **WALKING PATHS**

There are numerous walking paths throughout our condominium community. Many residents take advantage of regularly walking or jogging them as a physical fitness routine. Golf carts, bicycles and motorized wheelchairs/scooters are allowed on them; however, drivers are asked to give walkers and runners the right-of-way. Pets are also allowed on these paths and residents are **required** to clean up after them.

#### WEBSITE

The Association's website is <a href="mailto:PRCUOA@gmail.com">PRCUOA@gmail.com</a> and will be updated as needed.

## APPENDIX A CHART OF MAINTENANCE RESPONSIBILITIES

Maintenance Item	Association Responsibility	Unit Owner Responsibility
Air Conditioner	None	All
Building Exterior	All	None
Driveways, Parking Lots	All	None
Door Bells	Button Replacement Cost	Doorbell Mechanism
Door Frames	All Except Interior Painting	Interior Painting, If Any
Drywall within Unit	Casualty Loss Replacement	Painting, Repair and Replacement Due to Owner Damage
Electric	Electric Lines Within Common Elements	All, Except Electric Lines Within Common Elements
Exterior Doors	Exterior Surface	All, Except Exterior Surface
Exterior Pest Control	All	None
Fences	None	All
Fireplace	None	All
Flowers	None, Except if Overgrown	All and Only in Mulched Areas
Foundations	All	None
Furnace	None	All
Garage Doors	Exterior Surface	All, Except Exterior Surface
Garage Exterior	All	None
Garage Interior	None	All
Garage Openers	None	All
Grounds and Roadway	All	None
Hot Water Heater	None	All
Interior Pest Control	None	All
Interior Doors	None	All
Interior of Unit	None	All
Landscaping	All	None
Lights	Lamppost, Porch, Patio and Garage Light Fixtures	Porch, Patio and Garage Light Bulbs
Mailboxes	All	None
Patios and Stoops	All, Except Routine Cleaning of Surface	Only Routine Cleaning of Surface
Plumbing	Water and Sewer Lines Within Common Elements	Water and Sewer Lines Within Unit
Roofs	All	None
Satellite Dishes	None	All Including Restoration to Original Condition
Snow Plowing	Driveways, Parking Lots and Walks	Concrete Stoops and Patios
Windows	None	All
Window Frames	All, Except Interior Painting	Interior Painting, If Any

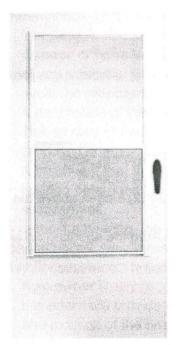
Appendix B

Approved Storm Doors

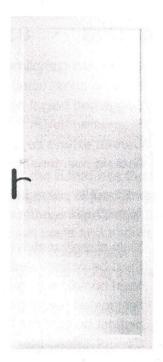
The approved storms doors are pictured below:



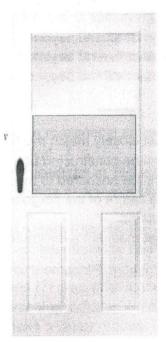
This is a door with 2 glass panels that can be replaced with screens or can or can expose a self-storing screen.



Not Approved



This is a door with a single glass panel without the dividing bar that can be replaced with a screen.



#### APPENDIX C

#### **ARCHITECTURAL COMMITTEE GUIDELINES**

#### Decorative Walls:

- 1. Color must compliment the unit.
- 2. Must be constructed of decorative landscaping blocks.
- 3. Suggested height not taller than thirty (30) inches from the concrete patio.
- 4. Suggested height for columns not taller than forty (40) inches from the concrete patio.
- 5. Cannot extend beyond the length and width of the unit.
- 6. Ground maintenance inside the wall is the unit owner's responsibility.

<u>Fences</u>: Example photographs available in the Architectural Committee Handbook. Please consult with Chair/members of the Architectural Committee.

- 1. Must closely match the color of the unit siding.
- 2. Must be constructed of vinyl.
- 3. Must contain a single layer of vertical slats with spaces in between (no solid fences).
- 4. Suggested height not taller than forty-eight (48) inches from the concrete patio to the highest point of the fence.
- 5. Cannot extend beyond the length and width of the unit.
- 6. The area on the exterior of the fence must have twelve (12) inches of landscaping for ease of mowing.
- 7. Ground maintenance inside the fenced area is the unit owner's responsibility.

#### Patio Extensions - Maximum Length and Width:

- 1. Cannot extend beyond the length of the unit.
- 2. Cannot extend beyond the sun room or covered porch.
- 3. Cannot extend beyond the existing concrete slab for units without a sun room.

#### Pergolas:

- 1. Must closely match the color of the unit siding.
- 2. Must be constructed of a wooden frame with a vinyl-sleeve covering.
- 3. Must be anchored to the concrete and not attached to the unit.
- 4. The height of the pergola cannot be taller than twelve (12) inches above the top of the spouting.
- 5. Must maintain a minimum distance of four (4) inches from the spouting on all sides.

Radon Mitigation: Placement to be reviewed by the Architectural Committee.

#### APPENDIX D

# PINE RIDGE VIOLATION ENFORCEMENT PROCEDURES

- A. The owner is responsible for any violation of the Declaration, Bylaws or Rules/Regulations (Governing Documents) by the owner, guests or the occupants, including tenants of his/her condo.
- B. Notwithstanding anything contained in these Rules/Regulations, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner. All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will be charged to the responsible owner's account.
- C. 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.
- D. Prior to the imposition of a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
  - 1. Written notice will be served upon the alleged responsible owner specifying:
    - a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to Common Elements or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment;
    - b. A description of the property damage or violation;
    - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
    - d. A statement that the 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 owner must mail or deliver a written Request For A Hearing notice, which must be received by the Board not later than the tenth (10<sup>th</sup>) day after receiving the notice required by Item 1 above.

- a. If an owner timely requests a hearing, at least seven (7) days prior to the hearing the Board will provide the owner with a written notice that includes the date, time and location of the hearing. If the 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 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 owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any charge for damages and/or enforcement assessment imposed within thirty (30) calendar days of the hearing.
- 3. The Association may file a lien for a charge for damages and/or enforcement assessment that remains unpaid for more than ten (10) days.

#### APPENDIX E

#### **FORMS**

- 1) Communication Worksheet
- 2) Variance Form
- 3) Community Center Reservation Form
- 4) Proxy