Cumberland Chase
condominums

Handbook of Rules
And
Regulations

2022

105 Autumn Trace
Built in 2005
1,548 sq feet
2019 => 14 1/2 old

2019 HOA => $260
2022 HOA => $195-
2023 HOA => $285-

THE BOARD AND THE ASSOCIATION

BOARD OF TRUSTEES

Mary Kibble, Interim President	marykibble@insight.rr.com
Becky Murphy, Interim Secretary	12beckymurphy@gmail.com
Charles Brogdan, Treasurer	charlbrgdn@aol.com

THE BOARD

The Board of Trustees ("Board") is responsible for the operation and management of the Association's affairs as delegated by the Association's declaration and bylaws. A condominium is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. The Board of Trustees is delegated by Ohio law and the Association Bylaws with the responsibility for the operation and management of the common areas of the community and the Association affairs. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help to maintain property value.

BOARD MEETINGS

The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations. The date of the next Board meeting will be within the minutes of the previous Board meeting that will be distributed to every owner. Any owner may be placed on the agenda for the next Board meeting by contacting either the management company representative or a Board member at least two (2) weeks prior to the Board meeting and providing the topic to be discussed.

HOW BOARD MEETINGS ARE CONDUCTED

A topic will be discussed among Board members. Upon completion of that discussion, attending Unit Owners who wish to talk on that specific topic will be recognized and given three (3) minutes of uninterrupted opportunity to comment. Once all Unit Owners who wish to be heard on that topic have been recognized, the Board will then again discuss that topic and a Board vote will be taken. As needed for confidentiality, the Board may elect to go into an Executive Session, at which point the attending Unit Owners will be requested to leave the meeting.

ASSOCIATION MEETINGS

At least one annual meeting of the Association membership will be called in the second calendar quarter of each year with a minimum of five (5) days advance notice. Special meetings of the Association may be called as warranted.

COMMITTEES

Committees will be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. All Unit Owners are encouraged to be actively involved in their community and volunteer for committee appointment. Examples of committees include: Landscaping, Community Newsletter, Social, etc.

CONDOMINIUM DECLARATION AND BYLAWS

Every Unit Owner should have received a copy of the Condominium Declaration and Bylaws at or before the closing on their unit. The Condominium Declaration and Bylaws are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run. It is the duty of each Unit Owner to become familiar with the Declaration and Bylaws.

PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION

The purpose of the rules and regulations of Cumberland Chase Condominiums is to establish rules that will preserve our asset (the community), control operating and maintenance costs, and provide for a harmonious living environment for all residents. The Condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community, and it is to this end that your Board, pursuant to the Declaration and Bylaws, adopted many of these rules and regulations. The Board may amend the rules and regulations from time to time, as conditions change. Such change will prompt a revision page, or pages, to this handbook that will be issued to each Unit Owner.

NONCOMPLIANCE

Any resident who feels that a rule has been violated may file a formal complaint with the management company. The current process is through TownSquare. Once that complaint is received, the Board and/or management company will review the complaint, and if warranted (in the Board's discretion), will send a violation letter. The management company will also send the resident a copy of the section of the Handbook titled Noncompliance. A copy of the letter to the resident will be sent to all Board members.

The resident receiving the letter has the following options:

1) Comply with the Handbook. Once that has been achieved, the resident should notify the management company. If the management company does not receive notification, it will inform the Board.
2) Write a letter to the Board that explains why the ten-day period to comply is insufficient. The resident must propose another date and explain the necessity for the delay. Once the Board receives this letter, it may decide to grant the delay or instruct the resident to comply with the rules within ten (10) days.
3) Write a letter to the Board disputing the legitimacy of the complaint. The Board will rule on this. If the complaint is found to be illegitimate, the issue is over. If the complaint is found to be legitimate, the resident will be advised to comply with the rules within ten (10) days.
4) Refuse to comply. If the resident does not comply within the allotted time period and does not write a letter to the Board requesting additional time or questioning the complaint, the Board may engage someone to perform the work necessary and bill the resident for the cost.
5) The anonymity of the complaint will be protected.

PROPERTY MANAGEMENT COMPANY

The property management company will distribute directories, the Bylaws and Declaration, and Handbooks through the transfer fee procedure to new residents.

PROPERTY MANAGEMENT COMPANY

The property management company retained by the Board is:

ASSOCIA REAL PROPERTY MANAGEMENT
5550 Blazer Parkway, Ste 175
Dublin, OH 43017
(614)766-6500 (main)

ASSIGNED PROPERTY MANAGER

Nicole Nicewicz

IMPORTANT TELEPHONE NUMBERS

Emergency Police Department	**911**
Emergency Fire Department	**911**
Licking County Sheriff Department	(740) 349-6400
Licking County Health Department	(740) 349-6535
City of Pataskala Water Department	(740) 964-6275
Southwest Licking City Sewer Department	(740) 927-6867
American Electric Power (AEP)	(614) 464-2756
Energy Cooperative Gas Department	(740) 348-1245
Rumpke Trash Service	(800) 828-8171
Etna Township Town Hall	(740) 927-7717

INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY

All interior maintenance, including that which is emergent in nature, is the responsibility of the Unit Owner. If Associa RPM dispatches a maintenance technician to address an interior emergency maintenance item, the cost for that service call and maintenance is the responsibility of the Unit Owner. For non-emergency interior maintenance, Associa RPM may agree to perform the requested interior maintenance on a fee for service basis to the Unit Owner or may recommend a contractor for that service.

FINANCIAL MATTERS

ASSOCIATION DUES

Association Dues are payable to Cumberland Chase Condominium Association, c/o Associa RPM. Please mail Association Dues to Cumberland Chase COA c/o Associa Real Property Management Processing Center, P.O. Box 88396 Carol Stream, IL 60188-0396 on the first (1st) of each month. Please reference your account number on your payment.

A late charge of $30 will be added to any account delinquent after the 10th of the month.

RETURNED CHECKS (NSF)

Any check returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual account
2. A $20.00 handling fee payable to the Association will be charged back to the Unit Owner
3. Checks will be held until a replacement check has been cleared for payment

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

Past due condo fees and assessments are collected as follows:

1. All payments postmarked after the 10th of the month will be considered past due. A $30 service charge will be assessed on all past due accounts. This will continue to be assessed each month at $30 per month until all payments are paid in full. Any returned check fees will be passed on to the payee.

2. Any account three (3) months in arrears will be turned over to our legal counsel for action, including but not limited to, lien filing, collection suit, and foreclosure proceedings. All costs for these legal services will also be passed on to the Unit Owner.

3. All payments received will be applied in the following order:

    a. First: interest owed to the Association
    b. Second: administrative late fees owed to the Association
    c. Third: collection cost, attorney's fees, and paralegal fees incurred by the Association
    d. Fourth: the principal amount owed to the Association for the common expenses or penalty assessments chargeable against the unit.

4. A Unit Owner can make arrangements for a Board approved payment plan to resolve any past due balance. All payments received will be applied as stated in item three (3) above.

INSURANCE

ASSOCIATION INSURANCE

The Association will maintain appropriate levels of insurance according to Ohio State Law and The Cumberland Chase Condominium Declaration and Bylaws.

ASSOCIATION INSURANCE POLICY

A copy of the Association's Insurance Policy may be obtained upon request from the property management company for the cost of copying and postage.

ASSOCIATION INSURANCE COVERAGE REVIEW

The Association maintains appropriate levels of insurance for the common areas of the community, as well as the basic structure (both interior and exterior) of the condominium units as they were at the time the units were first transferred from the developer (builder) to the initial owners at the time of closing.

HOMEOWNER'S INSURANCE COVERAGE

Unit Owners should consider obtaining individual homeowner's insurance which would provide coverage for personal contents as well as any and all additions, improvements, betterments, and upgrades added to the unit subsequent to when the unit was transferred from the developer (builder) to the very first Unit Owner at closing.

INSURANCE DISCLAIMER

The above is provided solely for informational overview purposes only. A Unit Owner is responsible for and is encouraged to determine their individual homeowner's insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's Insurance Policy is available from the property management company.

UTILITIES

HOMEOWNER RESPONSIBILITY

Residents are responsible for maintenance and payment of their own gas, electric, water, sewer, cable, telephone, and for calling to initiate service on the date of possession.

ASSOCIATION RESPONSIBILITY

The Condominium Association pays for the common area electric, gas, water, sewer, trash disposal.

PERSONAL HOSE REELS/HOSES

Personal hose reels and hoses must be stored in the garage or back patio area when not in use. No hose mounts or hoses are permitted to be stored in flowerbeds.

REFUSE COLLECTION

The Association through Rumpke Consolidated Services, Inc. will provide trash receptacles in order to keep our community clean. Refuse in receptacles may be placed at the street no earlier than 6:00 p.m. the evening before collection. Collection day is Wednesday, and collection can begin as early as 6:30 a.m. During the holiday weeks of Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years the trash will be picked up on the following day. Refuse containers must be returned to the inside of the garage the evening of collection day.

COMMON AND LIMITED COMMON AREAS

DEFINITION OF COMMON AREA

Except that which is defined by a unit, the common area is all the condominium property.

DEFINITION OF LIMITED COMMON AREA

Those portions of the common area (the porch, patio area and driveway area) that serve one unit and whose use, benefit, and enjoyment are reserved for the lawful occupants of that unit.

PURPOSE OF COMMON AREA

The common area is for the sole and exclusive use, benefit, and enjoyment of the residents for the purpose and manner in which such areas and facilities are ordinarily used. All Unit Owners jointly own the common area, including the limited common area. No one shall use the common area or limited common area in such a manner as to disturb others.

ACTIVITY ON COMMON AREA

There shall be no playing of organized sports, lounging, parking of bicycles, baby carriages, wagons, toys, vehicles, benches, chairs, grills, fire pits or chimneys on any part of the common area except that patio/porch areas (limited common area) and any Board approved extension of the patio, may be used for their intended purposes. It is expected that Unit Owners will demonstrate common courtesy to your adjoining unit residents relative to noise and activities on patios and porches. Party activities on the limited common areas (porches and patios) should terminate by 10:00 p.m. Sunday through Thursday, and 12:00 a.m. on Friday and Saturday nights.

DAMAGE TO COMMON PROPERTY

Unit Owners are responsible for the maintenance and repair resulting from damage to the common areas caused by negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner or resident.

PERSONAL PROPERTY

All personal property, such as lawn chairs, grills, fire pits, chimneys, bicycles, tables, chairs, etc. must be kept within the patio area or the garage, unless through board approval there has been an extension to the patio, which would then permit personal property to be placed on the approved patio extension.

No laundry (swimsuits, towels, rug, etc.) will be hung over any patio or porch fence.

MODIFICATION AND ALTERATION

Board approval is required for any modification or alteration to the common area, or limited common area. The Unit Owner desiring approval for a modification or alteration will submit complete plans, including specifications showing the nature, kind, shape, height, materials, color, and location, desired start and anticipated completion dates for the desired alteration or modification to the Management Company for the review and recommendation. The Management Company will obtain comments about the proposed modification and alteration from other Unit Owners common to the same building. The Management Company will then present to the Board the proposed modification or alteration along with their recommendation. The Board will then vote on the proposal and the Board's vote is final.

Reasons for the Management Company to **NOT RECOMMEND**, or the Board to **NOT APPROVE** a submitted plan for modification and/or alteration include, but are not limited to, that the proposed modification and/or alteration would interfere with common area maintenance (such as lawn mowing, etc.), or that the proposed modification and/or alteration would not be aesthetically appropriate in that its appearance, color, character or materials would conflict with the character of the community.

With written Board approval, but prior to initiating the modification and alteration, the Unit Owner will sign appropriate documents that will:

1. Define the scope of the modification or alteration approved.

2. Acknowledge that the granting of Board approval does not in any way constitute a change as to how the property being modified or altered is defined, and that it remains defined as common property.

3. Make the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and/or damage repair to the modification or alteration, irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification or alteration.

SATELLITE DISH POLICY

When a Unit Owner wishes to install, or have installed, a Satellite Dish, that Unit Owner must make an application to the Management Company for such an installation. Refer to the architectural change request in TownSquare. A completed application does not in any way infer approval.

The approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all Etna Township Codes and Regulations, and those codes and regulations of other agencies governing such an installation (i.e., the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, etc.). The Unit Owner is still required to obtain any and all permits, such as a building permit, etc. required by law.

SATELLITE DISH INSTALLATION GUIDELINES

Dishes shall be as small as possible, but in no case larger than 39.4 inches (one meter) in diameter and shall not be affixed to or placed upon any exterior wall, roof, or in the common elements unless approved by the Board in writing.

The dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer's specifications.

Any variation of installation from that represented on the original approved application for dish installation must be submitted in writing for approval.

SATELLITE DISH DAMAGE ISSUES

The Unit Owner is responsible for any damage, other than the dish installation itself, to the exterior of building or unit caused by the dish installation process.

If any existing landscape, public improvements or utilities are damaged or destroyed during any phase of installation, the Unit Owner shall, at their expense, replace and/or repair such damage.

With dish removal, the Unit Owner is responsible to repair any damage resulting from the dish having been removed.

SATELLITE DISH MAINTENANCE ISSUES

Dish maintenance and/or repair are the responsibility of the Unit Owner. The Unit Owner is responsible for any additional unit maintenance and/or repair costs incurred as a result of the dish installation.

FLOWERS

Owners are encouraged to plant flowers (annuals and perennials) in the mulched limited common areas immediately adjacent to their Unit (within the courtyard and patio areas). Planting around mailbox posts, common area trees, or any common area is prohibited without prior written Board approval.

Prior written Board approval is needed to extend a mulched area, create a new mulched area, or create a garden area.

Maintenance of the flowers is the responsibility of the resident, and dead annuals are to be removed at the end of the season. The Association will notify a resident of dead annuals that have become unsightly and will provide a seven (7) day notice for removal. If not removed, the Association will remove the annuals, and the cost for the removal will be assessed to the Unit Owner.

Flowerpots are prohibited on Unit walkways.

Standing flowerpots of natural materials or giving the appearance of natural materials are permitted on porched and patios. Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass areas of the common property.

HANGING FLOWERPOTS

Hanging flowerpots are permitted in porch areas and may only be attached to the wood surfaces of the porch areas using appropriate hardware. The drilling of holes into these wood and wood by-product areas presents a source for possible entry of moisture, etc. that could cause eventual damage by de-lamination. The Unit Owner, or subsequent Unit Owner, will be held responsible for all repair costs, either immediate or in the future, to these wood or wood by-product structures directly or indirectly caused by the hanging flowerpot installations.

Attaching hanging pots to the siding area (irrespective of location) or garage is prohibited.

At the end of the season, all hanging pot must be removed from view.

PLANTERS, FLOWER BOXES

Planters or flower boxes are prohibited along the driveway or walkways.

Planter and flower boxes made of natural materials are permitted along the railings of the front (side) porch and on the rear patios.

At the end of the season, planter and flower boxes must be removed from view.

SHEPHERD HOOKS

Shepherd hooks will only be permitted in the rear limited common area.

BUSH, TREE PLANTING, ETC.

Prior written approval is required before the Unit Owner or resident plants any bush, tree, etc. No removal of any trees or shrubs will be permitted without Board approval.

DECORATIVE ITEMS (Statues, Bird Feeders, Birdbaths, etc.)

Statues, statuettes, bird feeders, birdbaths, and decorative art are permitted only in back limited common areas or any rear landscaping submitted to the Management Company approved by the Board.

Lawn or yard ornaments of any kind are prohibited in common areas.

Artificial flowers are prohibited.

FLAGS

The American Flag may be flown or displayed at any time following normal flag protocol. Decorative or seasonal flags, which are in good condition and of an appropriate size (3' x 5'), are permitted. School and Team flags may be flown on game day only.

Installation of flag holders are permitted only on wood portion of the porch area and are not permitted to be installed to any siding area. Damage created by installation of flag holders, through the drilling of holes permitting water to enter and causing wood damage, either immediate or in the future, is the responsibility of the Unit Owner.

WIND CHIMES

Wind chimes are permitted in the rear limited common area with consent of the resident's immediate neighbors.

SIGNS

One professionally prepared, unlit 'For Sale' or 'For Rent' sign (no larger than four square feet in size) may be placed inside the window of a Unit.

A security system decal may be placed in the window and/or a small sign designed for that purpose and placed in the garden bed area closest to the front door.

Open house directional signs are permitted for a reasonable period of time.

No other signs, including real estate signs, political signs, team signs, are permitted.

EXTERIOR SURFACE OF BUILDING-WINDOW COVERINGS

Unit Owners shall not cause or permit anything (except where it is expressly permitted in this handbook) to be hung or displayed on the inside or outside of windows (except interior white backed drapery or curtains or white louvered blinds) or placed on the outside wall of any building, and no signs, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior consent of the Board.

LANDSCAPE LIGHTS

Landscape lights are only to be installed in the rear patio area of each Unit with Board approval. They must be no greater than 24" high and must be of a sufficiently low intensity so that the adjacent neighbors are not disturbed.

The Unit Owner assumes all responsibility for the landscape light installation and maintenance. Should the lights be damaged in the normal course of property management, such as through lawn mowing, etc., the Unit Owner is responsible for the repair/replacement of the damaged lights.

FRONT DOOR DECORATIONS

One non-holiday related front door decoration, such as a wreath or door hanging, is permitted.

GARAGE DOORS

The garage doors at Cumberland Chase Condominiums are part of the Unit. Because of the short nature of some driveways, it is imperative that Unit Owners manifest extreme care not to damage their garage doors when parking on the driveway. Because damaged garage doors can significantly affect the appearance of the community, your Board has adopted the following garage door repair policy.

Other than a community effort towards refinishing all the garage doors, the Unit Owner is responsible for the timely repair of damaged garage doors. With notification of a damaged door by management, the Unit Owner will have 14 days to either have appropriate repairs made or to provide a copy of a work order that has been issued to address that repair.

If a garage door must be totally replaced, the Unit Owner must seek approval from the Board for the appropriate replacement door information/model. All garage doors must be the same throughout the community. Refer to architectural change request in TownSquare.

For each day that the garage door is not repaired, or a work order has not been created relative to that repair, the Unit Owner will be assessed a $15.00 per day assessment.

Garage doors should be closed when the garage or driveway is unattended.

STORM DOORS

The approved storm door for the front door is a white frame, full glass storm door with 1 ½" thick aluminum frame, foam insulation and a double quad seal system. The storm door handle should be in a nickel finish and equipped with a nickel finish sweep. Before purchase and installation please verify with the Board that the door you wish to purchase is the proper door. All storm doors must be uniform in style. Refer to architectural change request in TownSquare.

EXTERIOR LIGHT FIXTURES

This includes the carriage lights on the garage, the front porch carriage light, and patio light affixed to the building. The replacement of these fixtures is the responsibility of the Unit Owner. If the model and style are no longer available, the Board must be contacted prior to replacement to obtain the model and style of recommended fixture. All light bulbs within these fixtures must be soft-white bulbs. No colored lights shall be installed, except for during the Holiday Season and must be removed within 30 days after the holiday. Refer to architectural change request when wanting to replace fixtures.

FRONT PORCH FURNITURE

Front porch furniture should be limited to wood, wicker, wrought iron, or similar appearing materials.

GRILLING ON PATIOS AND PORCHES

Grills placed too close to the building may cause damage to the siding. The cost of the repair for damaged siding is the Unit Owner's responsibility. Grilling should be done in the rear patio area.

WINTER CONSIDERATIONS

The use of salt on the concrete porches, walks and patios is prohibited. Calcium Chloride or other non-destructive de-icing agents should be used.

HOLIDAY AND SEASONAL DECORATIONS

A reasonable display of lights and decorations, not causing permanent damage to the building, gutters, and wood trim can be displayed in or on the limited common area of each Unit during the holiday season. Nothing shall be attached to any common element. Any damage created by the installation of these holiday decorations is the responsibility of the Unit Owner.

Holiday decorations and/or lights are not allowed on the common property, such as the front lawn area and trees, without written Board approval. The Board will make adequate time provisions for evaluating holiday displays submitted for approval.

Holiday decorations may be displayed 30 days prior to said holiday and must be removed within 30 days after said holiday.

GARAGE SALES

Garage sales and tag sales are specifically prohibited except where endorsed and approved by the Board as a community event.

MOVING RESPONSIBILITIES

If you are moving, it is very important to notify the property management company as to whom the new Unit Owner of record is and the closing date. It is the current owner's responsibility to make certain that all condominium due, etc., are current.

Please make certain that on the day of moving, your moving trucks, etc., will not interfere with the normal flow of traffic and will permit other trucks, refuse collection vehicles, etc., to pass. Try to arrange for your moving date so that it does not conflict with scheduled events such as refuse collection.

PARKING – VEHICLES

All parking by residents or guest of residents shall be in the following order:

1. Inside of the garage. Make every effort to park inside the garage.
2. If there is no space available within the garage, then within the limited common area in front of the garage door.

No vehicles shall be parked in any manner that blocks any street, driveway, mailbox, or the ingress/egress to any other Unit Owner's garage. Because of the limited length of some driveways in the community, those specific Unit Owners will have to park utilizing guest space when their garage is unavailable.

Parking along any street, except for the designed street parking areas, is strictly prohibited.

Parking and/or driving on any lawn area is prohibited.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1 ¾ ton pick-up), campers, travel trailers, etc. may be parked in the driveway for a period of no longer than three (3) hours without advance approval by the Board or the Board's representative.

Major vehicular repairs are prohibited on common, or limited common property. Inoperable vehicles (flat tires, dead battery, expired tags, etc.) shall not be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump, etc.). Unit Owners and their guests will make every effort to protect the common property area paving and limited common area property paving, such as using wood to distribute jack pressure, while affecting repairs. Unit Owners will be responsible for any damage created.

Parking of Commercial Vehicles: those vehicles with commercial plates and/or signage are not permitted to be parked on limited common areas (driveways) or common areas (guest parking) at any time. Commercial moving vans and trucks or other commercial vehicles in the area to perform service or repair work for a Unit Owner or commercial vehicles performing services or repaired requested by the Board are the authorized exceptions for the length of time necessary to accomplish the service or repair work.

The speed limit within the community is **10 MPH.** Excessive speed and reckless operation is prohibited.

Violation of any of the parking and vehicle operating rules can result in towing, at the vehicle owner's expense.

PETS

Pet owners are responsible for promptly cleaning up after their animals. Pets are not allowed to run uncontrolled and off leash as that animal, even if very docile, can represent an annoyance to, or perceived threat by a fellow community resident. The following clarifies the rules governing pets in the community:

Animal wastes must be cleaned up immediately. Owners failing to clean up after their pets will be assessed the costs for ground maintenance people to clean up after their pets. Owners consistently failing to clean up after their animals may face serious fines.

Animals other than those classified as Household Domestic Pets are prohibited. The number and size of the household domestic pets are subject to reasonable limitations. Pets will not be bred or maintained for commercial purposes.

All pets must be on a leash when in the common or limited common area.

Animal houses or pens are not permitted on patios, porches, limited common or common areas. Pets shall not be tethered outside on the lawn, patio, porch, limited common or common areas.

The installation of an invisible pet fence is considered a modification/alteration of the common area and, as such, requires Board approval prior to its installation pursuant to the provisions set forth in the Condominium Handbook.

The cost of repairing any damage done to Association property by an animal, such as to siding, etc., will be a special assessment of the Unit Owner responsible for that animal. This shall include damage to the common lawn area, and limited common garden area, caused by urination in the same location.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of $25 for each offense, after the first warning notice.

LEASING OF A CONDOMINIUM

Non-owner-occupied units shall at no time constitute more than 25% of the total number of units in Cumberland Chase Condominiums. The number of occupants shall be limited to that permitted by local housing, health, and other regulations governing our units. No unit shall be used for any purpose other than that of a residence for individuals living as a single housekeeping unit. No unit may be used as a group home, commercial foster home, etc. With this stated, the Board has promulgated the following rules regarding leasing:

Every lease and renewal lease covering a unit of a condominium shall be in writing and duly executed by the parties hereto; it shall contain all provisions required by this handbook and shall not be for a period of less than one (1) year.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the bylaws, declaration, and standing rules and regulations per this handbook. The owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.

A copy of the tenant's lease is to be recorded with the property manager, along with a signed acknowledgement of these Rules and Regulations (the Handbook).

All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board and/or the Board's representative on a timely basis, so that action can be taken, if needed, by the Board or the property manager

All Unit Owners are responsible to administer their properties, make sure their tenants have knowledge of, and abide by, the Association Bylaws, the Association Declaration, and the Rules and Regulations of the community as outlined by this Handbook.

All Unit Owners are responsible to fulfill their Association responsibilities.

Tenants are to refer all requests or needs to their respective Unit Owner or agents of the Unit Owner.

Except in the case of dire emergency, all tenant inquiries are to be directed to the Unit Owner or Owner's agent.

VIOLATIONS AND ASSESSMENTS

If a Unit Owner (either by his/her own conduct or by the conduct of any occupant or guest of the Unit Owner) violates any rules or provision contained within the Declarations and Bylaws and/or any Rules or Regulations contained within this handbook, or causes damages to or litters the common elements, that Unit Owner shall be solely responsible for all costs incurred by the Association. If such a violation continues after a written notice from the management company or the Board, the Board, through the management company, shall have the right to cure the violation and levy a SPECIAL ASSESSMENT against the Unit Owner to recover the cost incurred.

The enforcement of rules will be as follows:

- A warning letter from the management company will be sent containing an explanation of the violation, amount of assessed fine, notification of the owner's right to a hearing before the Board, the procedures for the appropriate hearing and the specified time frame to correct the violation to avoid the fine or assessment.
- To request a hearing, the Unit Owner shall deliver a written notice to the Board not later than the tenth (10th) day after receiving the aforementioned notice.
- If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
- With thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Unit Owners Association shall deliver notice by certified mail of the charge or assessment to the Unit Owner.
- The first offense carries a fine of $25.00.
- If a second offense occurs, the Unit Owner will be assessed a $50.00 fee.
- If a third offense occurs, the Unit Owner will be assessed a $100.00 fee and may be subject to any and all legal action provided by the Ohio Revised Code.

AMENDMENTS TO THE RULES AND REGULATIONS HANDBOOK

The Rules and Regulations Handbook may be subject to change at the discretion of the Board and shall be amended only by a majority vote of the Board.

MAINTENANCE PROBLEMS & PESTS...WHO'S RESPONSIBLE

DESCRIPTION	OWNER	ASSOCIATION
Chimney, Exterior Siding, Flashing		X
Chimney, Vents, Dampers, within Unit	X	
Doors: Garage and Entry	X	
Doors: Garage, Community surface refinishing		X
Doors: Garage, repair to original specifications	X	
Doors, Weather stripping, Storms, and Screens	X	
Windows, Frames, Glass, Screens and Storms	X	
Heating and Air Conditioning System	X	
Patio Mulched Area, Personal planting	X	
Patio Mulched Area, Development planting		X
Landscaping, Care of Lawns		X
Landscaping, Care of Original Trees, Shrubs		X
Original Patio Replacement	X	
Original Patio Maintenance (not cleaning)	X	
Patio Extensions, Replacement	X	
Patio Extensions, Maintenance	X	
Pipes, Gas, Water, Sewer, serving one Unit	X	
Pipes, serving more than one Unit		X
Light Bulbs, Garage side and overhead	X	
Exterior Unit Light Fixtures	X	
Common area lighting, Entrance		X
Walls: Exterior, structural and maintenance		X
Walls: Exterior, siding and trim		X
Walls: Interior to Unit, maintenance	X	
Interior damage: Drywall, caused by roof leak, etc.	X	
Property damage within Unit	X	
Roofs, shingles, flashing, gutters, downspouts		X
Wiring: electrical, serving one Unit	X	
Wiring: telephone, serving one Unit	X	
Foundation walls, footing drains		X
Structural maintenance, siding, trim		X
Road and Parking area pavement		X
Walks		X
Snow removal: Roads, driveways, walks		X