



*Oakwood Village Condominium
Association Owners*

BOOKLET OF PROPERTY INFORMATION

&

RULES AND REGULATIONS

REVISION - MAY 2021

WELCOME!

Welcome to the Oakwood Village Condominium Unit Owners Association. On behalf of the Board of Directors, we hope you enjoy your condominium Unit. Our objective is to maintain Oakwood Village as a safe, attractive, and well-maintained community. In order to accomplish this, we established a set of rules and regulations that pertain to living at Oakwood Village in a condominium atmosphere.

These rules and regulations take into consideration the health, safety, and comfort of all who own or reside at Oakwood Village. We hope you will find them reasonable and will cooperate by upholding them.

The Board of Directors is given the authority to promulgate and enforce these Rules and Regulations by the Declaration of Condominium Ownership and the Bylaws, specifically, Item II, Section 1-d of the Bylaws.

This booklet is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

We ask that you keep this booklet handy and refer to it when necessary. If something arises that may not be covered in the booklet, contact the Property Manager or the Board of Directors. Additional information, rules and regulations are also contained in the Oakwood Village Declaration, Bylaws and Amendments as recorded in Volume 311, Page 186 et seq., of the Mahoning County Records. Additional copies may also be obtained from the Association website or the Mahoning County Recorder's Office for a fee.

Thank you,

Board of Directors
Oakwood Village Condominium Unit Owners Association
Adopted: May 1, 2021
Effective: May 1, 2021

Property Management Contact Effective on March 2019
Brodmor Management - 1045 Tiffany South - Suite 3 - Youngstown, Oh 44514
330-726-7330

DOCUMENTS THAT SHOULD ALSO BE INCLUDED IN THIS FOLDER:

You should have also added the following documents to your folder:

Declaration.

By-Laws

First Amendment

Second Amendment

Amendment Recorded on 5-29-2009(House Bill 135 - it is 8 pages long)

Amendments A-E: Recorded on 11-17-2009

- A. Tier I or Tier II Sexual Offender Prohibition
- C. Number of Board of Directors
- D. Insurance
- E. Cost of Collection

Amendment B Lease Restriction Amendment: Recorded on 7-18-2011
(it is 6pages long)

Pet Amendment

The Board of Directors recommends that you add the Declaration, By-laws and all other Amendments to this binder. When selling your unit, you are required to pass all documents on to the new owners.

*For all documents visit our web site at [Oakwood Village Condo Association](http://www.oakwoodvillagecondos.com)
www.oakwoodvillagecondos.com*

Board Members 2021

- Philip Pizzitola - President**
- Shirley Bengala - V-President**
- Michael Thomas - Financial/Admin**
- Rick Detwiler - Board Member**
- Rich Pallotta - Board Member**

Introduction

Oakwood Village Condominium is comprised of twenty-nine (29) Condominium Units. Located in Boardman, Ohio, we utilize the Boardman Post Office and therefore have a zip code of 44512. The Condominium Property is served by the Boardman Township Police and Fire Departments. The main drive of the property is private and maintained by the Association.

As a private condominium association, we are governed by our own Declaration and Bylaws. Our Declaration and Bylaws are filed with the Mahoning County Recorder in Volume 311, Page 186 et seq. of the Mahoning County Records. The Board of Directors consists of five members. The Board members each serve a three-year term. The Board manages Association affairs on behalf of all Unit Owners. The Declaration of Condominium Ownership and the Bylaws should be read by all Unit Owners and residents.

The Annual Meeting for the election of Board Members is held in September each year. Board meetings are held quarterly, or as needed. Unit Owners wishing to attend a Board meeting should contact a board member to verify meeting date, time and place. If you wish to attend a Board meeting for a specific purpose, please inform the Board one week in advance of the topic you plan to discuss. This will enable Board members to plan a more informative and responsive meeting. A master policy for insurance coverage is purchased by the Association specifically in accordance with the Declaration. Each Unit Owner must obtain insurance at his/her own expense affording coverage for the interior of the unit, personal property and for his/her personal liability.

Brodmor Property Management Company handles the day-to-day management of the Association. They are responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association, e.g. snowplowing and landscaping, and monitoring these services. They also act in an advisory capacity to the Board of Directors. Any questions should be directed to them.

The Association and the Property Manager do not have the responsibility for law enforcement at Oakwood Village Condominium Association. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Boardman Police Department.

*Welcome to Oakwood Village Condo Association,
Located near Mill Creek Park, Golf Course, Hiking Trails, Waterfalls, Pavilions,
Bike Trails, Boating, Five Star Restaurants, Shopping, Fitness Centers,
and Natures Wild Life in Boardman, Ohio.*

Our Good Neighbor Policy:

The Oakwood Village Condo Association, Declaration and Bylaws 2021, define the standard expectation of all residents in the Association. These documents are designed to protect the rights of all residents. The policy and procedure cannot replace courtesy, respect and the need to communicate. Prior to filing a complaint about a neighbor, take the time to resolve your concerns in professional discussion. Neighbors communicating can achieve resolution to misunderstandings without conflict and negativity. The written documents are to protect, guide and the rights for all, based on the foundation of the Association. The boards goal is to achieve harmony in the community for all owners of Oakwood Village Condo Association.

WELCOME TO OAKWOOD VILLAGE COMMUNITY

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CHANNELS OF COMMUNICATION

The Board of Directors consists of five-unit owners, who are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's meetings.

In between the Board meetings, the Association relies on the Property Manager to carry out the Board's decisions and handle all communications by and between the Association's Unit Owners, contractors, and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Association Property Manager in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Property Manager. Therefore, it must be understood that having a conversation with or getting approval from one Board member does not constitute approval. Unit Owners must submit proposals in writing to the manager and be Board approved to have consent. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Property Manager.

Again, all communications must be directed through the property management company, Brodmor Inc. Property Management Company to assure that your concerns and questions are properly addressed and answered.

1. BARBECUE GRILLS:

***PORTABLE GAS GRILL PROPANE TANKS MUST BE STORED ON PATIOS,
NOT INSIDE THE UNIT OR GARAGE.***

2. BIRD FEEDERS:

1. Bird feeders are permitted but must be maintained so that the seeds or feed is not left on the ground so as to create an unsightly appearance and attract rodents.
2. Bird feeders, if desired, must be placed in the patio area of the Unit; provided they are not attached to the exterior of the building, or in the back yard area as long as it does not interfere with the landscapers (i.e. hung on a shepherd's hook).
3. Ground feeding of wildlife such as squirrels, chipmunks, strays, deer, etc., is prohibited.

3. CABLE TELEVISION SERVICE:

1. Cable television is available to Oakwood Village Condominium residents. This service is provided by Armstrong Cable. Their telephone number is: Customer Service Center (24 Hour) 330-758-6411.
2. Cable television is a private agreement between the Unit Owner or resident and the cable company at the resident's expense.
3. Arrangements for the installation or disconnection of service are a Unit Owner or resident responsibility.
4. When cable service is connected, Unit Owners must follow up with Armstrong Cable to make sure the following is completed:
 - a. Wiring for cable television if placed on the exterior of the building, must be installed in a manner so as to make it as inconspicuous as possible.
 - b. Wiring is properly buried into the ground and will not be an obstruction for the landscape service contractor.
 - c. Any excavation to bury wires must be covered with topsoil and reseeded by the cable company.
 - d. Winter installations, when the ground is frozen, must be completed in early spring before the grass cutting begins.
 - e. When cable service is disconnected, the Unit Owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hook ups.

NOTE: Individual antennas and satellite dishes are prohibited on any roof nor can they be affixed to the building.

4. CHRISTMAS TREES:

The removal of Christmas trees is the responsibility of the Unit Owner and must be disposed of in compliance with the Boardman service department's regulations.

5. CLOTHES LINES:

Clothes lines or retractable clothes lines must be screened by adequate planting which requires **PRIOR**, written Board approval.

6. CONTRACTORS:

Unit Owners and residents must not give work instructions to any Association service contractor. (e.g., landscape or snowplow contractor). If you see common elements (roof, concrete, plantings) that need repair/replacement, please contact the Property Manager.

This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the Association's contractual agreement. All service contractor requests must be submitted to the Property Manager. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of a resident's personal property in the Common Elements.

7. DAMAGE:

Damage to the Common Elements or Limited Common Elements caused by a Unit Owner, Occupant, pet or guest of a Unit Owner must be repaired or replaced at the expense of the Unit Owner within a reasonable time which will be determined by the Board of Directors.

8. DECKS:

Construction of a deck requires **PRIOR** written Board approval. A written request must be addressed to the Board of Directors and mailed to the Property Manager. Email is also acceptable. The Board will review the request and instruct the Property Manager to provide a written response approving or denying the request.

1. Decks must be constructed of weather resistant wood or composite.
2. The deck must remain unpainted.
3. Maintenance of a deck is Unit Owner responsibility.
4. Drawings of the deck must show length, width, height, support structures, and ground preparation. Support structures must be anchored in concrete.
5. Relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. Utility meters must be accessible, if any.
6. The deck must not be attached to the building in any manner.
7. The deck must be insured under the Unit Owner's private homeowners' insurance.
8. The surrounding landscape/lawn area must be immediately restored to the original condition upon completion of construction.
9. A City of Boardman building permit is required.
10. Decks shall not be used as storage areas. Appropriate items placed on decks include outdoor furniture, planters, and portable grills.

9. DECORATIONS:

At certain times of the year, many Oakwood Village residents enhance their Units with seasonal decorations. This practice is encouraged. However, to avoid any confusion or misunderstanding, the following requirements must be followed.

1. All items requiring attachment to the buildings surface must be done in a proper fashion so as not to cause damage to the building.
2. Door decorations, such as a wreath, a floral bouquet, a door knocker, or brass door kick plate are acceptable.

3. A wreath or a floral bouquet should be removed when it becomes faded, tattered or is no longer appropriate to the season.
4. Shrubbery or trees may be decorated with holiday lights from Thanksgiving through mid-January.
5. Decorative items such as holiday lights, wreaths or yard decorations may not be permanently affixed to the exterior of any Unit or building and should be removed within 20 days after the specific holiday.
6. Up to four (4) Flowerpots, hanging flowerpots (on Shepard's Hooks) and/or wall planters may be utilized in any combination of the three choices. All must be living plants and not artificial flowers or shrubbery.

10. DOORS:

Replacement of exterior doors requires **PRIOR** written Board approval. A written request must be addressed to the Board of Directors and delivered to the Property manager. The Board will review the request and instruct the Manager to provide a written response approving or denying the request.

1. Front Door Replacement

- a. Must look identical to the existing door.
- b. Color must remain the same or match the original door color as closely as possible. The manager can give you the exact paint spec, which must be used.
- c. Brass kick plates and door knockers may be installed on front doors.
- d. Plain brass "peepholes" may be installed on front doors at the owner's expense.
- e. Maintenance of the front door, including exterior wood trim and threshold kick board, is a Unit Owner responsibility. **EXAMPLE:** Replacement of weather stripping. The Association is responsible for painting the door when the unit is painted.

2. Rear Sliding Glass Doors to Patio Replacement

- a. Must be similar in appearance and color to the existing door (e.g.brown frame, full glass).
- b. Maintenance of rear sliding doors, including exterior wood trim and threshold kick board, is a Unit Owner responsibility. The Association periodically performs painting of the buildings and wood trim. However, if the trim needs painting in between the time that the Association is scheduled to perform painting, the Unit Owner is encouraged to paint the door's trim to prevent deterioration of the wood.

3. Overhead Garage Door Replacement

- a. All replacement doors must be metal.
- b. Metal garage door options are limited to the following specifications:
 - The door must match in color and style the door that it is replacing.
 - A baked-on, pre-painted factory finish is required, which must be painted to match existing garage doors if it does not match exactly.
 - Windows in the garage door are prohibited.
- c. The style of the metal door is restricted to:

- The metal door must be a minimum 26-gauge steel. (24-gauge steel is recommended.)
- d. Maintenance and upkeep of the overhead garage door and the garage door mechanisms are the responsibility of the Unit Owners, as is the weather stripping. The Association is responsible for painting the garage door when the unit is painted.
- e. The installation of an automatic garage door opener is permitted. Installation and maintenance expense are a Unit Owner's responsibility.

4. Storm Doors

- a. Storm door options are limited to the following:
 - Storm doors are prohibited without the prior, written approval of the Board of Directors. The approved style is full view dark brown, which will most likely be a special-order item.
 - The doors must have no decorations. Door handles are to be black, brown, or brass.
 - Glass must be clear with no etching or designs.
- b. Maintenance of the storm/screen door is the Unit Owner's responsibility.

11. FENCES:

- a. The fences constructed by the Association to provide privacy to the Limited Common Element (patio area) are maintained by the Association.
- b. No fences, hedges or walls shall be erected without PRIOR written approval by the Board of Directors.

12. FLAGS:

1. One American flag may be displayed per Unit. Said flag size shall not exceed three (3) feet x five (5) feet, mounted on a pole no longer than six (6) feet.
2. Display of soiled, faded, shabby or torn flags is prohibited.
3. Ornamental banners and windsocks are prohibited.
4. One flag holder may be attached to the wood trim on the Unit. The flag holder must be plastic or made from a metal that will not rust or cause rust weeping marks on the exterior of the Unit.

13. GARAGES:

1. The garage should be used as the primary parking space.
2. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running onto the driveway are prohibited.
3. No flammable or hazardous items shall be stored in a garage.

14. GARAGE SALES:

1. Garage sales are prohibited.
2. Fund raising events are prohibited in the Common Elements. Examples: car washes, bake sales, lemonade stands, etc.

15. GUTTER CLEANING:

Gutter cleaning is provided by the Association. If your Unit's gutters are full of debris or not working properly, we encourage you to report it to the Manager so that a work order may be issued to address the issue.

16. HAZARDOUS MATERIAL:

Unit Owners and residents must not pour, or allow to spill, any oil, solvent, or any other volatile or flammable material into the storm sewers or Common Elements. The Ohio EPA prohibits such disposal.

17. HOT TUBS:

The installation of a hot tub is prohibited.

18. INSURANCE:

1. As a Condominium Property, a master policy for insurance coverage is purchased by the Association in accordance with the Declaration. Unit Owners/residents must obtain insurance at their own expense affording coverage upon their Unit, personal property and for their personal liability. We recommend having your personal insurance agent review the Declaration and Bylaws.
2. If your insurance agent has questions about the Association's master policy, contact the Association's agent.
3. Loss claims against the master policy must be filed by the Board of Directors.

19. LANDSCAPING:

1. Landscaping services are contracted on a yearly basis by the Association to maintain the appearance of Oakwood Village Condominium Association.
 - **Lawn Treatments:** The contractor will place flags on the Common Elements when a scheduled treatment has been applied. The contractor tries to mark the entrance to ensure that residents are aware of these applications. While chemical lawn treatments are designed not to be harmful to people or pets, it is recommended that you avoid grass areas for approximately twenty-four (24) hours if the area is wet from rain and during the time it is wet from morning dew.
 - **Mulch:** Mulch is limited to planting beds adjacent to the front of the Unit, Common Element planting beds and tree rings and other beds which were installed by the Association. Owner installed beds are to be maintained by the owner. Mulching may be done.

every year or every other year, depending upon property needs and budget priorities.

- **Weeding of Shrub Beds:** Planting beds adjacent to the front of the Units will be weeded by means of chemical control and/or by hand-weeding.
 - **Trimming of Shrubs:** Shrubs are trimmed in accordance with standard trimming/pruning requirements. Some shrubs should be trimmed at one time of the season, while others must wait until another time of the season. Therefore, this is done on an as-needed basis, totally dependent upon the type of shrub.
 - **Spring Clean-Up:** Spring clean-up is done in late spring dependent upon the weather and will include all Common Elements and shrub beds with the exception of Owner installed plantings in the back.
 - **Fall Clean-Up:** Fall clean-up is done in late fall and will include the removal of leaves from the Common Elements. All planting beds in the back which are owner installed must be maintained by the resident.
2. Mulch installed by a resident must match the type of mulch used by the landscape contractor.

Flowers

1. Planting flowers in the front and sides of the unit is prohibited. Flowers may be planted in planting beds in the back of the Unit without, **PRIOR** written Board approval, providing the height and size of the flowers is consistent with the surrounding shrub bed plantings and do not exceed 3 feet. Example of an unacceptable flower: Sunflower.
2. Flowers planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance. Appropriate seasonal clean-up must be provided by the resident at the end of the blooming cycle.
3. Flowers planted by a resident must NOT in any way, be an obstruction for the landscape service contractor.
4. Residents will be required to remove unacceptable flowers.

Front Shrub Beds

1. In order to maintain uniformity and harmony throughout the property with the original landscaping plan, there shall be no changes to the front of the Units by the resident without prior, written Board approval.
2. Unit Owners may not install additional shrubbery in the existing shrub bed in the front of the Unit without PRIOR, written Board approval.
 - a. Additional shrubbery must be consistent in height, variety and size to existing plantings.
 - b. Additional shrubbery selected by the Unit Owner must be of a species that will not encroach upon or cause damage to the Unit, commons areas or any utility service line. (Example of an unacceptable planting: Vines.)

- c. Additional shrubbery planted by a resident in a front shrub bed will then become property of the association and will be maintained by the landscape service contractor.
 - d. Residents will be required to remove unacceptable plantings.
3. Owners are required to water new landscaping in the front, back or side of their unit by thoroughly soaking the new plants at least once a week. If the plants die due to the negligence of said owner, he/she will be required to replace the plants.

Trees

- 1. Unit Owners may not plant trees without PRIOR, written approval by the Board of Directors.

Other Plantings

Residents must submit written specifications and obtain PRIOR, written Board approval.

- 1. Vegetable gardens are prohibited except as follows:
 - a. Vegetable plants are permitted providing the plants are not conspicuous and are planted within the confines of the patio.
 - b. Appropriate seasonal clean-up is necessary.

20. LAWN FURNITURE:

Lawn furniture must not be placed in common lawn areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting. No additional furniture can be added, and no replacements can be made. The maintenance of the furniture and surrounding area around and underneath the furniture is the responsibility of the unit owners.

21. LAWN ORNAMENTS:

- 1. Lawn ornaments, yard statuary or other artifacts may **NOT** be displayed in front of a Unit or along the side of a Unit if they are visible from the street.
- 2. The only items permitted in the front are door wreaths, flowers and holiday decoration as stated in the Rules and Regulations.
- 3. Lawn ornaments may not be placed in any Common Element.

22. LIGHTING:

The installation of additional lighting requires **PRIOR**, written Board approval. A written request must be addressed to the Board of Directors and delivered to the Property Manager. The Board will review the request and instruct the Association Manager to provide a written response approving or denying the request.

- 1. Additional exterior lighting must be maintained by the Unit Owner and/or any subsequent purchaser of the Unit in a manner that will not detract from the appearance of the Condominium Property or hinder the safety of the residents.
- 2. The Unit Owner must obtain and submit to the Board a written consent form signed by the Unit Owners of the neighboring Units located on each side of the Unit where additional lighting is being installed.

Landscape Lighting

The standard guidelines for decorative landscape lighting are:

1. Decorative lighting is prohibited in the front or side which can be seen from the front of a Unit. They may be installed in the back with prior, written Board approval, as stated above.
2. Approved decorative lighting must be positioned in a manner which will not create an annoyance to other residents.
3. Wiring for decorative lighting must be properly buried into the ground.
4. Decorative lighting cannot be an obstruction for the landscape service contractor.
5. For safety purposes, low voltage or solar lighting must be used for decorative illumination. The fixture should be low to the ground and bulb wattage should create a low level of light.

Security Lighting

1. A motion detector and or dusk to dawn sensors are options that may be installed on the existing exterior lighting fixtures in the back, only.

Light Fixtures

1. The exterior fixtures on the front and back of each Unit are maintained by the Unit Owner. The fixtures are controlled by an on/off switch located inside the Unit.
2. Burned out bulb replacement is the responsibility of each resident. A white bulb should be used. The use of colored bulbs is prohibited with the exception of yellow bug repellent bulbs.
3. The replacement fixture of an exterior light must match the fixture it is replacing in style, size and color.

23. MAIL/POSTAL SERVICE:

1. Unit Owners should keep their mailbox location cleared of unwanted papers.
2. Mailboxes are maintained by the Association.
3. Replacement keys may be obtained at the Boardman Post Office. They are not kept by the Association.

24. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION:

1. The monthly assessment mailed monthly by the property manager.
2. Maintenance fees are paid by mail.
3. Maintenance fees and assessments are due on the tenth (10th) day of the month.
4. An administrative late charge of ten dollars (\$10.00) shall be incurred for any late payment. Further, if payment is not received within 30 days, the delinquent amount shall be subject to an interest rate of 9% per annum.
5. A charge of fifteen dollars (\$15.00) shall be incurred for any returned checks.
5. Any payments made shall be applied in the following order:
 - a. Interest owed to the Association.
 - b. Administrative late fees owed to the Association.
 - c. Collection costs, attorney's fees, and paralegal fees incurred by the Association.

- d. The principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.
6. Any past due assessments or penalties may cause a lien and foreclosure to be filed against the Unit if not paid within 60 days.
7. If any Unit Owner fails to perform any act that he is requested to perform by the Declaration, the Bylaws, or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall be due and payable when the payment of the monthly maintenance fee next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
8. If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the privileges of the Unit Owner to vote.

25. MAINTENANCE AND REPAIR:

Association Responsibilities:

Except as otherwise provided, the reasonable maintenance and repair of the Common Elements are the responsibility of the Association.

Common Elements consist of everything but the individually owned Units. Common Elements are owned by all Unit Owners together. Examples of Common Elements include signs, roofs, lawns, main drive, fences, and siding.

Some specific areas maintained by the Association are:

1. Utilities that are not separately metered.
2. Post lamps and light fixtures on in the Common Elements.
3. Master Policy Insurance.
4. Building exteriors, foundations, roofs, siding.
5. Driveway and parking areas.
6. Gutters and downspouts.
7. Landscaping of Common Elements, including grass cutting, fertilizing and reseeding of lawn areas.
8. Care and maintenance of Common Element trees and bushes.
9. Snow plowing of the main driveway parking areas and walkways; and
10. Signs and Unit Numbers.

These are only some of the items listed in the Declaration and Bylaws. For complete information, you should read the Oakwood Village Declaration of Condominium Ownership and Bylaws.

Association Repair Procedures:

In an effort to keep monthly maintenance fees affordable, our Association tries to do maintenance/repair work in bulk versus having an individual complaint driven procedure.

Unit Owners have a duty to report to the Association Property Manager the need for any repairs of Common Elements of the Condominium Property that are the obligation of the Association to maintain. In most instances, our objective is to complete Unit Owner repair requests within a reasonable time. However, weather, contractor availability, budget priorities and other factors can affect repair completion dates. On the other hand, emergency repairs are given prompt attention. Some examples of repair procedures are listed below:

Landscaping and Snow Plowing Complaints:

The Association Property Manager immediately relays the information to the contractor if access to a unit is blocked or it is causing an immediate safety issue.

Roof Leaks:

The Property Manager will issue a work order to a roofing contractor to repair the roof. The Association will repair damaged drywall only if the damage was caused by negligence on the part of the Association. Unit Owners would then be responsible for repairing the decorated surface such as paint or wallpaper, which may be needed as a result of a roof leak.

Unit Owner Responsibilities:

The Unit Owners are responsible for the maintenance and repair of their individual Unit and the Limited Common Elements belonging to their Unit.

The Unit is defined as the space bounded by and contained within the interior surfaces of the perimeter, walls, floors, ceilings, windows, and doors of each unit. Each unit includes the portions of the building so described and the airspace so encompassed. Limited Common Elements are parts of the Common Elements that are reserved for the use of an individual Unit. As part of the Common Elements, they are owned by all Unit Owners together and the Association has control over how they are maintained.

To assist you with your personal maintenance scheduling, we are listing some specific items that are maintained by Unit Owners. You may also refer to the Maintenance Chart included at the back or this booklet.

For a complete description, please refer to the Oakwood Village Declaration of Ownership.

Items maintained by Unit Owners are:

1. Interior of the Unit to include paint, wallpaper and other finishing material applied to walls, floors and ceilings.
2. All doors, door frames, door screens, windows, window frames and window screens.
3. Internal operation of a fireplace to include chimney cleaning and chimney cap screen.
4. Garage space including garage doors and their mechanisms which include tracks, springs, cables, locks, automatic door opener, weather stripping, and garage floor.
5. Insurance for Unit, personal property and liability coverage.
6. All heating, cooling and ventilation equipment including the pad for the air conditioning compressor unit.
7. Exterior water faucet including winterization and the electrical outlet(s) serving the individual Unit.
8. Patios (see section 30);

9. Gas, electric, telephone, water or other utilities or service lines, pipes, wires, and conduits which serve the individual Unit.
10. All plantings in the back which were installed by the resident.
11. Replace burned out light bulbs in exterior light fixtures attached to the Unit; and
12. Any additions or changes constructed by a Unit Owner.

26. MANAGER:

Oakwood Village Condominium Unit Owners Association has contracted with Brodmor Property Management to operate and manage the Common Elements of the property under the direction of the Board of Directors. Among other duties, the Property Manager performs the following:

- Attends regularly scheduled Budget and Annual Meetings.
- Maintains the record file of papers relating to the administration, ownership of the members of the Association and correspondence of any and all business matters or obligations of the Association.
- Assists the Board in the administration of the Association policies, including the Rules and Regulations.
- Hires, supervises and interacts with contractors and other such personnel as may be necessary to operate and maintain, at the Association's expense, the Condominium Property, at the direction of the Board of Directors.
- Collects monthly Association fees and pays Association bills.
- Receives and responds to all telephone calls and answers correspondence from the residents.
- Provides a 24-hour emergency availability to assist Unit Owners with any emergency associated with the Common Elements. Emergency shall be defined as a situation affecting the safety of a resident or threatening damage to Common Elements.

The Property Manager reports directly to the Board of Directors. From time to time you will see the Property Manager on the Condominium Property working with contractors and following-up on situations reported by Unit Owners to the customer service representatives.

Telephone Number for the Brodmor Property Manager: 330-726-7330

27. MOTOR VEHICLES:

1. The following vehicles are not permitted to be parked within Oakwood Village.
 - a. Buses.
 - b. Boats or boat trailers.
 - c. Campers or camper trailers.
 - d. Mobile and/or motorized homes.
 - e. House or horse trailers.
 - f. Any other vehicle that is bigger than a passenger van unless it is from a business that is currently performing a service for the Association.

NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the Unit's driveway space for a period of time not to exceed twenty-four (24) hours so long as the Board has given prior written *approval*.

2. Trail bikes and snowmobiles are prohibited on the Condominium Property.
3. All vehicles on the property must bear current license tags.
4. Any vehicle that remains unused for a period exceeding 72 hours, or any vehicle or trailer prohibited by the Rules and Regulations, regardless of time, may, in addition to all other remedies, be removed from the premises and stored at the Unit Owners expense. If you are going on vacation and your vehicle will be left in the Common Element parking, please notify the Association Manager.
5. Vehicles with exhaust systems which disturb other residents are prohibited.
6. Moving vans are permitted to be temporarily parked on the street provided that the flow of traffic is not obstructed.
7. Major vehicle repairs are prohibited on condominium property (parking areas and or in the main drive).
8. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids.
9. Inoperable vehicles, vehicles which are not consistently used and vehicles titled to a non-resident are prohibited from the Condominium Property.

28. NOISE:

Noise that causes a disturbance or creates a nuisance to other residents is prohibited. However, a reasonable amount of noise is expected and tolerated in community living.

29. PARKING:

1. Unit Owners should use their garage as their primary parking spaces.
2. If the Unit Owner or Unit Owner's tenant has more than two cars (or more than one car in the case of a unit having a one car garage), the cars must be parked in the Common Element parking area and in such a way as not to obstruct a neighbor's ingress or egress from their garage.
3. Parking on any grassy area is prohibited.
4. Parking near a fire hydrant or in a fire lane is prohibited.
5. When entertaining several guests for a specific function, it may be necessary to make the following temporary parking arrangements:
 - a. When possible, inform neighbors of your scheduled plans.
 - b. Advise your guests to park in the common elements without obstructing fire hydrants, neighbor's garage doors, or parking on the lawn. They should not prevent other cars from accessing other units or exits.

30. PATIOS:

The replacement of a patio requires **PRIOR**, written Board approval. A written request must be addressed to the Board of Directors and delivered to the Property Manager or board. The Board will review the request and Instruct the Property Manager to provide a written response approving or denying the request.

1. Concrete patios must be poured and remain a natural color or may be tiled with, **PRIOR** approval from the Board.
2. Dimensions of the patio must not exceed the area of the original concrete pad unless approved by the Board of Directors.
3. Drawings of the patio must show length, width, and slope. Slope must be sufficient to drain flow away from the building.
4. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
5. The patio must be insured under the Unit Owner's private homeowner's insurance.
6. The surrounding landscape/lawn area must be immediately restored to the original condition upon completion of construction.
7. Maintenance and upkeep of the patio is the Unit Owner's responsibility.
8. Patios or screened in porches shall not be used as storage areas. Appropriate items placed on patios include outdoor furniture, planters, and portable grills. Outdoor furniture must be in good repair.

31. PERSONAL PROPERTY:

1. Immediately after use, Unit Owners must remove all personal items from the Common Elements.
2. Items left unattended in the Common Elements may be removed and stored by the Board at the Unit Owner's expense.
3. Rubbish, debris, or other unsightly materials must not be left in view of neighbors.

32. PETS

1. Pets must be leashed and controlled at all times when outside of their unit.
2. Pets may only walk in the common areas and are restricted from the following:
 - a. patios of other units.
 - b. any shrub beds or planting areas.
3. As a matter of personal consideration for your neighbors and safety, a responsible distant should be maintained to avoid the windows and walkways of other units.

33. POSTLAMPS:

1. Streetlamps on the property are maintained by the Association.
2. If you observe a burned-out bulb, please call the Property Manager.

34. RECREATIONAL ACTIVITIES:

1. Play equipment and/or toys which cannot be returned to the interior of the Unit each night fall are prohibited.
2. Motorcycles, trail bikes, mopeds, go carts, golf carts or other similar vehicles shall not be operated on the Common Elements other than for ingress/egress and must conform to applicable city ordinances and State Statutes.

35. RENTAL OF A UNIT:

1. Except for the one-unit owner that were grandfathered in, Renting or Leasing of a Unit is not permitted, except for a one-time period of no less than 6 consecutive months or no more than 24 consecutives.
2. "For Rent" signs are allowed but must not be larger than 5 square feet.
3. Renting or leasing a Unit for transient or hotel purposes is prohibited.
4. The Unit Owner must give prior written notice to the Board that the unit owner is going to use their one-time hardship exception and must provide the Property Manager with the following information before the tenant takes up residence:
 - a. Copy of lease.
 - b. Full name of tenant.
 - c. Names of all occupants of the Unit.
 - d. Telephone number of tenants.
5. The Unit Owner is responsible for making the tenant aware of the Rules of Oakwood Village Condominium Unit Owners Association.
6. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.
7. The lease document must contain a clause making it subject to the covenants and restrictions in the:

***Oakwood Village Condominium Association
Unit Owners Declaration, Bylaws, and Rules.***

36. RUBBISH REMOVAL AND RECYCLING:

1. Rubbish removal service is provided by Republic Waste Management Company. Questions concerning these services should be directed to their company. Their number is 866-797-9018.
2. Rubbish, trash, or other items to be disposed of must be placed in rigid containers with tight fitting lids provided by Waste Management Company. Size must not exceed 26 gallons and 40 pounds.
3. Rubbish bags, trash or other items must not be conspicuous except on the evening before trash is collected and should be kept inside the garage at all other times.
4. Please contact the manager to find out when Rubbish pickup takes place.
5. Rubbish collection is affected by holiday schedules. Whenever a holiday occurs during the week, rubbish may be picked up a day later. Call Republic Waste Management for information on holiday schedules.
6. Large items of rubbish such as discarded furniture, appliances, mattresses, carpeting, etc. require separate arrangements.

- a. Placing large items out for pickup prior to the scheduled date is prohibited.
7. No loose trash may be placed out for collection. Secure rubbish in a manner which will prevent it from being scattered or blown onto lawn areas.
8. Food items should be completely wrapped and sealed and placed inside heavy duty plastic bags in an effort to prevent animals and birds from feeding on the rubbish.

37. SALE OF A CONDOMINIUM UNIT:

1. "FOR SALE" signs are allowed but must not be larger than 5 square feet.
2. One "OPEN HOUSE ARROW" sign may be placed on the lawn near the entrance at Route 224, or in front of the home when the Unit is open for public viewing.
3. After your Unit is sold, you or your real estate agent must call the Property Manager to decide for the maintenance fee update letter and certificate of insurance for the buyer.
4. The Property Manager will coordinate this paperwork with banks, real estate agents, appraisers, and escrow agents.
5. The seller is responsible for providing the following information to the buyer and must supply written verification that the new owners have been given a set of:
 - a. Copy of the Declaration and Bylaws and all Amendments.
 - b. Copy of the Rules and Regulations Booklet.
 - c. Written notice of any and all architectural changes, landscaping changes and other improvements constructed by seller or previous sellers which are the responsibility of the Unit Owner to repair and maintain.

38. SANITARY SEWERS:

1. Sanitary sewer service is provided by North East Ohio Sewer District. Each condominium Unit Owner is responsible for the payment of the sanitary sewer service. Billing is included in your assessment statement.

39. SATELLITE DISHES:

Installation of any satellite dish/antenna on, attached to, or extending into the Common Elements is prohibited. Attachment to the eave or any roof area is strictly prohibited. Attachment to the facade is prohibited.

1. The Unit Owner may only install satellite dishes on their porch or patio and must not be seen from the front.
 2. The Unit Owner must provide the Board with a notice of his/her intent to install a dish.
40. Any and all efforts must be used to install the satellite dish in a manner so as to make it as inconspicuous as possible.
 41. Wiring for the dish must be kept at minimum visibility to all other Units.
 42. The Unit Owner is required to sign a Release holding the Association harmless from any responsibility associated with the satellite dish.

6. Unit Owner is responsible for any damage caused to the Condominium Property which as a result of installation, maintenance, use or removal of the satellite dish.
7. In the event of the Unit, the satellite dish must be removed, and the area restored to its original condition.
8. The Board of Directors reserves the right to and delete or otherwise modify or amend these guidelines as it deems necessary for the health, safety, and comfort of all residents.

40. SIGNS:

Signs or other advertising of any nature are prohibited upon any portion of the condominium property except:

1. "For Sale." Signs "Open House" Signs as stated in #36.
2. One security company sign, not exceeding two: (2) feet in height or the size.
3. Requirement of 1 ft X 1 ft. may be displayed in the front shrub bed.

41. SKATEBOARDS:

Skateboards and skateboard ramps and their use are prohibited on the Oakwood Village Condominium Property.

42. SNOWPLOWING.

The Association employs the services of a contractor to plow the streets, driveways and walks when snow accumulations reach two (2) inches, this provision does not apply during periods of continuous snowfall.

1. If your car is parked on the drive during snowfall must move the car before the snowplow contractor arrives if you want the parking area plowed.
2. To protect the surface of the concrete and the environment the use of salt is limited.
3. The contractor comes to the property when it snows. However, there may be times when it is not snowing but the service is needed. Examples are blowing and drifting snow or freeze and thaw cycles. For your own safety, we encourage members to be prepared to help themselves by using an ice melt product on areas near their home.
4. Please report problems conditions to The Property Manager always relays your report to the contractor. By working together, we can survive winter's woes and enjoy winter's beauty.

43. SOLICITING:

*Soliciting is prohibited, if someone approaches you,
Contact: Boardman Police 330-726-4144*

44. Structure:

Structures such as storage sheds, swimming pools, animal shelters, basketball hoops and flag poles area prohibited.

45. TELEPHONE NUMBERS:

Brodmor Property Management Company - (330)-726-7330

The Property Manager may also be contacted after business hours for an emergency.

Emergency shall be defined as a situation affecting the safety of a Unit Owner or threatening damage to common areas.

EMERGENCY INFORMATION:

All Emergency Services.....(911)

Boardman Police Department(non-emergency).....(330) 726-4144

46. TRAFFIC REGULATIONS:

The speed limit is 10 mph. and shall be and must be adhered to at all times.

47. UTILITIES SERVICES:

Each Oakwood Village condominium Unit Owner is responsible for the payment of their individually metered utilities:

Electric: Ohio Edison 1-800-633-4766

Gas: Dominion East Ohio Gas Company 1-800-362-7557

48. WATER HOSES:

1. Water hoses may not be left in the Common Elements.
2. The major reason for this requirement is to protect your personal property. The regularly scheduled day for grass cutting can change depending on weather or other circumstances. The workman operating the mower cannot always see a garden hose in the grass. The mower will cut the hose and we are simply trying to prevent this possible damage.
3. water hoses should be disconnected from exterior faucets during the winter season and stored inside the Unit. If there is a residual of water remaining in a hose attached to an exterior faucet, it can freeze and expand into the faucet and may cause a plumbing problem.

49. WATER SERVICE:

Water and Sewer payments are to be paid with your condo monthly fees as per unit usage for the monthly bill to the Property Manager Company.

*City water service is provided by the
Youngstown Water Department..... (330)742-8749*

50. WINDOWS:

4. Installation of replacement windows with screens must have **PRIOR**, written Board approval, except in the case of damage where an identical replacement would be made.
5. Windows, when replaced by the Unit Owner, must be identical in appearance to the existing windows.
6. An upgrade in the quality of windows will be approved providing replacement windows are identical in appearance to the existing windows.
7. Sunscreen coatings may not be installed on the exterior panes of glass. If an interior sunscreen coating develops bubbles, streaks, etc. that can be seen from outside the Unit, it must be removed.

8. Maintenance and upkeep of windows are a Unit Owner responsibility.
9. Broken windows or storm screens must be repaired immediately by the Unit Owner at his expense.
10. Window air conditioning units are prohibited.
11. Draperies, window shades, blinds or curtains must be hung on all windows.
12. To create a *uniform* appearance throughout the community window coverings should be white or beige or have a white or beige lining.
13. The use of plastic liners as added insulation over the exterior of doors or windows is prohibited.

51. WIRING:

Installation for electrical, telephone, air conditioning machines or the like on the exterior of the building or which protrudes through the walls or the roof of the building required, *PRIOR* written Board Approval.

REPORTING OF VIOLATIONS

If a person witnesses a violation of these rules or any other rules addressed in our governing documents, they must submit a written request for the issue(s) to be addressed by the Board.

All complaints pertaining to infraction of the Rules and Regulations of Oakwood Village must be in writing. The complaint must include the following:

- 1. Name and identity of individual committing the infraction, or unit number of the violator.**
- 2. The identification of the specific Rule or Regulation violated.**
- 3. The date, time and place of the infraction and any supporting evidence that may be helpful; and**
- 4. The name, address, and telephone number of the person making the complaint. Please be aware that anonymous letters will not be considered.**

The Board will address violations in a reasonable time after they are reported. With the exception of occasional walk throughs, the Board will not police the grounds looking for violations. We are depending on everyone to assist us in keeping our community safe and attractive.

OAKWOOD VILLAGE CONDOMINIUM ENFORCEMENT PROCEDURE

- A. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, of his/her unit.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's 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 attorney fees, shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

Written notice(s) will be served upon the alleged responsible owner specifying:

- (a) A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - (b) A description of the property damage or violation; and
 - (c) The amount of the proposed charge and/or enforcement assessment; and
 - (d) A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- (b) 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 day after receiving the notice required by Item E-1 above.
- (a) If an owner timely requests a hearing, at least seven days prior to the hearing the board shall 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 an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and the enforcement assessment imposed with in thirty. (30) days of the hearing.**
- (c) **The Association may file alien for an enforcement assessment and/or damage charges which remains unpaid for more than sixty (60) days,**

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Oakwood Village Condominium Association, an Ohio nonprofit corporation certifies that the foregoing Resolution was adopted by the Executive Board of Directors of the Association, at a duly called and held meeting of the Executive of directors on, May 20, 2021 and, in witness thereof, the undersigned has subscribed his/her name.

**OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION,
an Ohio, nonprofit corporation.**

By: _____, President

Date of Adoption: Revised May 2021

**OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION
ADOPTING POLICY AND PROCEDURE FOR INSPECTION
AND COPYING OF ASSOCIATION RECORDS**

SUBJECT: Adoption of a policy and procedure for the inspection and copying of Association records by Owners and retention of Association permanent records.

PURPOSE: To adopt a policy regarding an Owner's right to inspect and copy Association records and identification of records to be permanently retained by the Association. To adopt a standard procedure to be followed when an Owner chooses to inspect or copy Association records.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Ohio law.

The Executive Board, on behalf of the Association, hereby adopts the following Policy and Procedures:

1. The Association shall permanently retain the following records as required by Ohio law:

- (a) Minutes of all Executive Board and Owner meetings.**
- (b) All actions taken by the Executive Board or Unit Owners by written allot in lieu of a meeting.**
- (c) All actions taken by a committee on the behalf of the Executive Board instead of the Executive Board acting on behalf of the Association.**

2. Inspection/Copying Association Records. An Owner or his/her authorized agent is entitled to inspect and copy any of the books and records of the Association, subject to the exclusions, conditions and requirements set forth below:

- (a) The inspection and/or copying of the records of the Association shall be at the Owner's expense, which may be collected by the Association in advance.**
- (b) The inspection and/or copying of the records of the Association may be conducted at a time set-up by the Board Member or Manager overseeing the inspection, or at the conclusion of the next regularly scheduled Owner or Executive Board meeting occurring within 30 days of the Owner's request.**
- (c) The Owner shall give the Association's managing agent a written demand, stating the purpose for which the inspection and/or copying is sought. The Association shall make the requested records available within five business days of the Owner's request or at the next regularly scheduled Owner or Executive Board meeting if the next regularly scheduled Owner or Executive Board meeting is scheduled within 30 days of the Owner's request, in the sole discretion of the Executive Board. The Executive Board shall advise the Owner of the time and place of such inspection in writing within five business days of the Owner's request: and**
- (d) The Owner shall complete and sign the Agreement Regarding Inspection of Association Records prior to the inspection and copying of any Association record. A copy of the Agreement is attached to this Policy. Failure to properly complete or sign the Agreement shall be valid grounds.**

for denying an Owner the right to inspect and/or copy any record of the Association,

3. **Proper Purpose/Limitation.** Association records, including membership lists, shall not be used by any Owners for:
 - (a) Any purpose unrelated to an Owner's interest as an Owner.
 - (b) The purpose of soliciting money or property unless such money or property will be used to solicit the votes of the of the owners in the election to be held by the association.
 - (c) Any commercial purpose.
 - (d) For the purpose of giving or distributing such Association records to any person; or
 - (e) Any improper purpose as determined in in the sole of the Executive Board.
4. **Exclusions, the following records shall NOT be available for inspection and/or copying as they are deemed confidential.**
 - (a) Attorney-client privileged documents and records unless the Executive Board decides to disclose such communications at an open meeting.
 - (b) Any documents that are confidential under constitutional, statutory, or judicially imposed requirements; and
 - (c) Any documents, or information contained in such documents, disclosure of which would constitute an unwanted invasion of individual privacy, including but not limited to social security numbers, dates of birth, personal bank account information, and driver's license numbers.
5. **Fees/Costs.** Any Owner requesting copies of Association records shall be responsible for all actual costs incurred by the Association, which have been determined to be \$.25 per page and \$25.00 per man hour, which includes the cost to search, retrieved, copy the record(s) requested. The Association may require a deposit equal to the anticipated actual cost of the requested records. Failure to pay such deposit shall be valid grounds for denying an owner copies of such records. If after payment of the deposit is determined that the actual cost was more than the deposit. Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit is determined that the cost was less than the deposit the difference shall be returned to the owner copies. There shall be no cost to any owner accessing records which are required to be disclosed by Ohio Law at no cost to the owner.
6. **Inspection:** The Association reserves the right to have a third-party present to observe during any inspection of record by an owner or the Owner's representative.
7. **Original:** No Owner shall remove any original book or record of the Association from the place of inspection, nor shall any Owner alter, destroy, or mark in any manner, any original book or record of the Association.
8. **Creation of Records.** Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile records in a particular format or order.

7. **Definitions.** Unless otherwise defined in this document, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
8. **Supplement to Law.** The provisions of this document shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Ohio governing the Project.
9. **Deviations.** The Executive Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
10. **Amendment.** This policy may be amended from time to time by the Executive Board of Directors.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Oakwood Village Condominium Association, an Ohio nonprofit corporation, certifies that the foregoing Resolution was adopted by the Executive Board of Directors of the Association, at a duly called and held meeting of the Executive Board of Directors on October 20, 2020 and, in witness thereof, the undersigned has subscribed his/her name.

OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION, an Ohio nonprofit Corporation

By: _____, President

Date of Adoption: Revised May 1, 2021

Date of First Revision: July, 2010

AGREEMENT REGARDING INSPECTION AND COPYING OF RECORDS OF THE OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION.

I have to request to inspect and/or obtain copies of the records of the Oakwood Village Condominium Association (be as specific as possible):

**The records shall be used for the following purpose (s.)
Only**

I understand that under Ohio Law, Association records including membership lists, may not be obtained or used for any purposes, unrelated to my interest(s) as an Owner, I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

- a) Used to solicit money or property unless such money or property will be used solely to solicit the votes of the owners in an election held by the Association.**
- b) Used for any commercial purposed.**
- c) Sold to, otherwise distributed to, or purchased by any person.**
- d) Any other purpose prohibited by law; or**
- e) Any purpose not related to the reason specified in this agreement:**

In the event and document requested is used for an improper purpose or purpose

Other than that, stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Ohio Law.

Understood and agreed to by:

_____ **Date:** _____
Homeowner

_____ **Date:** _____
Homeowner:

Address

Oakwood Village Condominium Association PET POLICY

WHEREAS ITEM X, Section (5), of the Declaration grants the Board of Managers the authority to promulgate and enforce reasonable rules and regulations for the use of all common areas and facilities; and,

WHEREAS the Board deems It necessary to regulate and control household pets on the limited common area of the association

THEREFORE, BE IT RESOLVED that the following rules be adopted to regulate the control of household pets in the common areas of the Association.

1. All pets being kept within Oakwood Village must be registered with the Association by completing the Oakwood Village Pet Registration form, submitting applicable licensing information, and updating ail documentation annually.
 - a. Dog meaning any canine animal, male or female, sexed or neutered.
 - b. Cat meaning any feline animal, male or female, sexed or neutered.
2. Pet owners must provide a copy of the pet's vaccination record to the Association upon initial registration and then annually with the updated registration form. Dog owners must also provide a copy of their dog license with their Initial registration form and then annually with the updated registration form.
3. No pet may be kept within the Association without prior written consent of the Board of Directors. New unit owners must submit a request for pet occupancy/ registration form to the Association within 15 days of taking residence.
4. The Board reserves the right to restrict pets based on weight, numbers, and breed. For insurance purposes, certain breeds are not allowed within the Association; please see Addendum C for the current list.
5. No animals are allowed to be caged, fenced, or leashed to any object or fixture anywhere within the Common Elements or Limited Common Elements at any time.
6. Pets shall not be permitted to run loose on the Condominium Property. Animals running unrestricted in the Condominium should be reported to the Manager for possible identification.
7. Pet waste:
 - a. It shall be the duty of each person who owns, possesses, or controls a petto immediately remove and properly dispose of any waste left by their petin any common area or limited or common area. The waste should be bagged, tied and discarded In a trash receptacle.
 - b. No person who owns possesses or controls a pet shall appear with a pet onany part of the property without the means of removal of any waste left by such pet. Disposal of such waste shall be in a manner consistent with all applicable laws.
8. Approved pets must be hand-leashed at all times and in an adult's presence when outside of a unit and be kept in accordance with all local and state ordinances, both in-force and as may be adopted. Local authorities, including the Animal Control Officer, may enforce such ordinances without regard to the Condominium's Covenants.
9. No person shall interfere with an Animal Control Officer in the performance of his duty. Any law enforcement officer is granted permission to enter the property for the purposes of enforcement. The Association is not considered private property for the purpose of enforcement of local and state laws.
10. Any animal that assaults or inflicts injury on any resident or guest by acting in an aggressive manner must be removed from the property immediately.

The Unit owner Shall be responsible for the removing the offending animal. All such incidents shall be reported to the Association. Any animal considered the be vicious,

Intimidating or uncontrollable may be permanently banned from the property by Board of Director. The pet owner has the right to appeal the Board's decision. The burden of proof of innocence's e lies with the pet owner/. Until such appeals heard, the offending animal is banned from the Association Property.

11. Pet Owners will hold harmless and indemnify the Association from any claim resulting from any action of their pet.
12. Every Owner or custodian of a pet shall be responsibility for any and all property damage, injury, dog waste, and disturbance caused, inflicted or in any way contributed to by their pet and any and all expenses associated therewith.
13. No pet may be kept, bred or maintained for any commercial purpose.
14. Any unit owner who brings an animal onto the property for the purpose of "animal sitting" must first obtain n written permission from the Association, provided proof of current vaccination, specifics on the animal such as breed and size, and length of time the animal will be on the property. No animal may be boarded for more than 14days within the Association. After 14days a fine of \$25.00 per days will be assessed to the unit.
15. Any unit owner who allows a guest to bring animal onto the property will be responsible for its actions. Any animal viewed to be vicious or intimidating must be removed from the property immediately will result in a fine of up to \$50.00. Please see Addendum C for a list of prohibited dog breeds.
16. Unit Owners are responsible providing a copy pf the current Pet Policy to their tenants and ensuring ongoing compliance, including per registration. All fines incurred for violations. of the Pet Policy will be assessed to the owner of the unit in which the per resides.
17. Should an animal have to be removed from a unit, the unit owner shall be responsible for all costs associated with the removal, including legal fees
18. Every owner or custodian of a pet which has past (died) shall promptly dispose of the dead Pet in manner acceptable to be Mahoning County Board of Health. Use of the Common Elements or any portion thereof for burial of dead pets is prohibited.
19. No pet owner or custodian shall permit his pet to make noise either within a unit or on the Common Elements such as to offend or disturb a resident of the Condominium. In determining whether a noise made by a pet is offensive or a disturbance, the standard Disturbance the standard shall whether the duration, frequency of occurrence, or volume of Of the noise is such to offend or disturb any ordinary, prudent person.
20. Permission to keep a pet, may be revoked at any time at the Board's discretion should the Pet become a nuisance or violate of any portion of the Pet Policy. The owner will be given Ten (10) days' notice of such a Board Decision. After which the pet's owner shall promptly And permanently remove such pet from the unit and from the Condominium Property. The Owner retains the right to request a hearing in accordance with the Enforcement Policy.
21. The provision of this policy shall in no way be interpreted to waive any rights of any or all Members of Oakwood Village Condominium Association.

Penalties

1. **The sanctions for noncompliance with this policy include, but are not limited to, Removal of the pet, assessment of damages, fines, and for forfeiture of privileges To keep or maintain any pets.**

First offense: \$ 25.00 fine
Second offense within a two-year period: \$ 35.00 fine
Third offense within a two-year period: \$50.00 fine
Subsequent offenses: Potential removal of the pet from the property.

1. Any animal brought onto the property must be registered with the Board within (5) five days or will be subject to a \$50.00 fine. In addition, the unit will be assessed a fine of \$ 20.00 per day for each day that a request for a Pet Registration form is not on file with the Association after the five (5) day stipulation. All other conditions of the Enforcement Procedure will be applied as needed.
2. Failure to comply with the conditions set forth in the Pet Policy will automatically terminate consent of the Association. Unit owners may be subjected to a fine of \$20.00 per day that the pet is in violation on a continuing basis or has not been removed from the property once so ordered.

Complaint Procedure

If a pet is offensive or the pet owner is in violation of the above policies, the offended party should first talk with the pet owner and request correction if at all possible. If not possible, or the offense continues, written details should be submitted to the Board of Directors or the Property Manager explaining the offense, time, place, pet description, and, if known pet owner's name and/or unit number.

1. The Manager or Board of Directors, upon receiving a written complaint, shall promptly notify the pet owner (or unit owner if the pet owner is a renter) in writing that they can be subject to the fees or fines as outlined above.
2. The procedures for enforcement set forth in this policy shall not preclude the Board or unit owner from seeking relief under applicable state of county law or governmental ordinances or regulations through appropriate governmental authorities.

This resolution is adopted and made part of the minutes (date) _____

Effective date: ATTESTED: _____ , 2021

**OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION
PET POLICY ADDENDUM A "NEW REGISTRATION" - "RENEWAL"**

Written consent by the Oakwood Village Board of Directors is required to keep a pet within a unit of the Association, per the Pet Resolution Policy.

Check One: **NEW REGISTRATION:** _____ **RENEWAL:** _____

Pet Owner: _____

Unit Address: 1260 Boardman Canfield Road # _____ Phone: _____

Pet Breed: _____ Pet Name: _____

Spayed/Neutered: _____ Pet License # _____

Weight at Full Growth: _____ Height: _____ Color: _____

I state that I have read and understand the Oakwood Village Condo Association's Pet Policy Resolution effective October 20, 2009 and agree to adhere to the terms and conditions therein. I also understand that if I am a tenant and the renter's agreement has a no-pet clause, I must adhere to that stipulation.

Pet Owner Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____

A copy of the pet's current vaccination record must be submitted with this application

A copy of the Dog license must be submitted with this application if applicable.

Date Received by the Board: _____ Date Reviewed: _____

Board Determination: _____ Date: _____

Oakwood Village BOD Member Signature: _____ Date: _____

**OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION
PET POLICY ADDENDUM B "NO PET" STATEMENT**

Please sign and return this document to confirm that there are no pets residing within the owner/tenant's unit.

Unit Address: 1260 Boardman Canfield Road # _____ Phone: _____

Owner Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

I further state that I have read and understand the Oakwood Village Condo Association's Pet Policy Resolution effective October 20, 2009 and state that there are no pets residing within the above unit at this time. I agree to adhere to the terms and conditions of the Pet Policy Resolution as it pertains to visiting pets or pet sitting, and will follow its guidelines should a pet come to permanently reside within the unit.

Date Received by the Board: _____ Date Reviewed: _____

**OAKWOOD VILLAGE CONDOMINIUM ASSOCIATION PET
POLICY ADDENDUM C PROHIBITED DOG BREEDS**

The following dog breeds are prohibited from being within the Association.

Akita

American Staffordshire Terrier (Pit Bull)

American Bull Dog (Pit Bull)

Australian Cattle Dog

Beauceron

Bernese Mountain Dog

Black Russian Terrier

Bull Mastiff (Pit Bull)

Bull Terrier American Terrier

Canary Pet/Canary Island Dog

Cane Corso

Catahoula Leopard Dog

Chinese Shar Pei

Chow/Chow-Chow

Dalmatian

Doberman Pincer

Dog De Bordeaux

English Bull Terrier (Pit Bull)

German Shepherd

Great Pyrenees

Husky

Irish Wolf Hound

Jindo Pet/ Korean Wild Dog

Malamute

Mastiffs

Newfoundland

Pit Bull

Presa Canario

Rhodesian Ridgeback

Rottweiler

Saint Bernard

Tosi Inu

Wolf

Wolf Hybrid

Any mix containing any of the above breeds.

This list is subject to change at any time, per insurance regulations and Board Of Directors review of the pets size, shape or threat to others.

Maintenance Responsibilities Association or Owners

| Project List | Association Maintain | Association Replace | Owner Maintain | Owner Replace |
|--|-------------------------|------------------------|-------------------|------------------|
| Doors | | | | |
| <i>Door Bells</i> | | | X | X |
| <i>Door Knockers</i> | | | X | X |
| <i>Door Peep Hole</i> | | | X | X |
| <i>Front Door</i> | | | X | X |
| <i>Garage Doors</i> | | | x | X |
| <i>Gargage Opener/Springs/WeatherSeal</i> | | | X | X |
| <i>Kick Plates</i> | | | X | X |
| <i>Lockes</i> | | | X | X |
| <i>Storm/Screen/Sliding Doors</i> | | | X | X |
| <i>Unit Numbers</i> | X | X | | |
| Windows/Skylights | | | | |
| <i>Windows Glass & Screen</i> | | | X | X |
| <i>Windows/Screens/Frame Cassing</i> | | | X | X |
| <i>Skylights</i> | | | X | X |
| Exterior Painting | | | | |
| <i>Building, Trim, Fascia, Siding, Frame</i> | X | X | | |
| <i>Fences</i> | X | X | | |
| <i>Fire Hydrant & Inspection Testing</i> | X | X | | |
| <i>Mail Boxes</i> | X | X | | |
| <i>Signs</i> | X | X | | |
| Exterior Lights | | | | |
| <i>Street Lamp Post</i> | X | X | | |
| <i>Bulb Replacements</i> | X | X | | |
| <i>Electrical Wiring</i> | X | X | | |
| <i>Porch Lights Back</i> | | | X | X |
| <i>Bulb Replacements</i> | | | X | X |
| <i>Porch Lights Front</i> | | | X | X |
| <i>Bulb Replacements</i> | | | X | X |
| Vents & Stacks | | | | |
| <i>Bath Room Exhaust Vents</i> | | | X | X |
| <i>Bath Room Fan</i> | | | X | X |
| <i>Bath Room Roof Fume Vents</i> | X | X | | |
| <i>Dryer Vents</i> | | | X | X |
| <i>Furnace Roof Vents</i> | X | X | | |
| <i>Kitchen Roof Vents</i> | X | X | | |
| <i>Vent Screen/Cover</i> | | | X | X |

Maintenance Responsibilities Association or Owners

| Chimneys | | | | |
|--|----------|----------|----------|----------|
| <i>Chimney Cap/Screen/Repairs</i> | | | X | X |
| <i>Chimney Chalking</i> | X | X | | |
| <i>Chimney Cleaning</i> | | | X | X |
| Attics | | | | |
| <i>Attic Ladder</i> | | | X | X |
| <i>Attic Maintenance</i> | | | X | X |
| Patio/Decks/Enclosure | | | | |
| <i>Association Installed</i> | X | X | | |
| <i>Owner Installed</i> | | | X | X |
| <i>Owner Maintenance / Repairs</i> | | | X | X |
| Chalking | | | | |
| <i>Chalking General Maintenance / Repair</i> | X | X | | |
| Foundation/Slabs | | | | |
| <i>Cracks</i> | X | X | | |
| <i>Drains</i> | | | X | X |
| <i>Fire Walls</i> | X | X | | |
| <i>Settlement/Foundation</i> | X | X | | |
| Landscaping | | | | |
| <i>Association Driveway Paving/Patching</i> | X | X | | |
| <i>Association Landscaping Installed</i> | X | X | | |
| <i>Association Maintained/Weeding</i> | X | X | | |
| <i>Association Snow Removal</i> | X | X | | |
| <i>Drive & Walks to Garage</i> | X | X | | |
| <i>Association Walkways Maintained</i> | X | X | | |
| <i>Landscape Trimming Bushes/Pruning</i> | X | X | | |
| <i>Landscape Trimming Gras/Fertilizer</i> | X | X | | |
| <i>Landscape Trimming Tree/Planting</i> | X | X | | |
| <i>Landscape Front/Back Owner Installed</i> | X | X | | |
| <i>Brown Mulch/Mojave Rock</i> | X | X | | |
| Fences Installed By Association | | | | |
| <i>Painting / Repair / Maintenance</i> | X | X | | |
| Condo Signs | | | | |
| <i>Entrance Oakwood Rt224</i> | X | X | | |
| <i>Entrance Oakwood Main Lighted</i> | X | X | | |
| <i>Painting & Repair Signs</i> | X | X | | |

Maintenance Responsibilities Association or Owners

| Above Ground Utilities Service | | | | |
|---|---|---|---|---|
| Individual Unit | | | X | X |
| Air-Conditioners | | | X | X |
| Cable Service / Billings & Service | | | X | X |
| Demarcation Meter | X | X | | |
| Electric Service / Billings & Service | | | X | X |
| Furnace | | | X | X |
| Gas Service / Billings & Service | | | X | X |
| Hot Water Tank | | | X | X |
| Meters | | | X | X |
| Outdoor Electrical Outlets | | | X | X |
| Outdoor Faucets | | | X | X |
| Telephone Service /Billings & Service | | | X | X |
| Water Service / Billings & Service | | | X | X |
| Under Ground Utilities Service | | | | |
| Electric Serving Common elements | X | X | | |
| Electric Serving individual elements | | | X | X |
| Sewer Serving common elements | X | X | | |
| Sewer Serving individual elements | | | X | X |
| Water Serving individual unit | | | X | X |
| Storm Water Lines & Catch Basins | X | X | | |
| Serving common elements | X | X | | |
| Roofs/Gutters/Down Spouts | | | | |
| Aluminum on Fascia Board Cover | X | X | | |
| Aluminum Siding | X | X | | |
| Aluminum Trim & Soffit & Eaves Vents | X | X | | |
| Fascia Boards Cedar Wood | X | X | | |
| Plywood Roof Repairs | X | X | | |
| PowerWashing Siding & Roof Cleaning | X | X | | |
| Roof Vent & Stacks | X | X | | |
| Shingles & Gutters & Downspouts | X | X | | |
| Underlayment Protection Guard | X | X | | |
| Interior Walls | | | | |
| Drywall / Painting / Cleaning / Ceiling | | | X | X |
| Home Inspections | | | X | X |
| Insulation | | | X | X |
| Lead Paint Inspections | | | X | X |
| Radon Gas Inspections & Mitigation | | | X | X |
| Studs-In Interior Unit Owners | | | X | X |