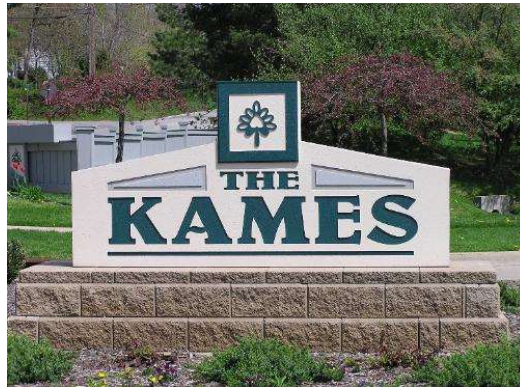


THE KAMES
CONDOMINIUM ASSOCIATION, INC.
STOW, OHIO



RULES and REGULATIONS
April 2023

FORWARD

For many, condominium residency is a new way of living. The advantages of building exterior and grounds maintenance, along with planned recreational facilities, are often deciding factors in the choice of condominium ownership. Nevertheless, Unit Owners should understand they are choosing a lifestyle where there are restrictions that are different from individual housing. The close proximity of the Units, the desirability of general uniformity and the avoidance of objectionable activities make it necessary to have obligatory rules.

These Rules & Regulations are intended to supplement, not replace, the Declaration and By-Laws. If there is any discrepancy between what is expressed in these Rules & Regulations and the recorded documents, the Declaration and/or By-Laws shall govern.

Except as otherwise provided by law, changing the provisions of the Declaration or By-Laws requires the consent of 75% (or in certain circumstances 100%) of the Unit Owners. Rules adopted by the Board of Directors, which are consistent with the Declaration, may be changed by the Board of Directors as deemed advisable and without a vote of the Unit Owners.

With the large number of Unit Owners, it is probable there will be some infractions of the rules. Although it is understandable that there is a reluctance to criticize their neighbors, Unit Owners can be helpful by pointing out neighbor's infraction, which usually is not deliberate. Where a violation continues or there is a pattern of infractions, the Board of Directors should be notified by a signed letter or Complaint Form.

It is the intention of the Board of Directors to encourage a friendly and cooperative attitude among residents so that adversarial action will never be necessary. However, the Board has responsibility for enforcing the covenants, conditions, and restrictions set forth in the Declaration, By-Laws, and Rules and Regulations and will undertake to ensure compliance by all Unit Owners.

The Board of Directors is authorized to assess Unit Owners for costs of arbitration, court actions (which may result in liens on property) and attorney fees. The Rules are written to regulate the use of the Kames' facilities and to define the rights and obligations of the residents so they may live together harmoniously and comfortably. The Board's goal is to assist in making the Kames a pleasant, desirable place in which to live.

CHANNELS OF COMMUNICATION

The Board of Directors consists of six individuals who are Unit Owners and 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 monthly meeting, generally held on the third Thursday of each month.

In between the monthly Board meetings, the Association relies on the Management Company 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 Management Company. In case of an emergency, such as a fire, you should contact the 9-1-1 Emergency Response system.

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 Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. **Again, all other communications must be directed through the Management Company** to assure that your concerns and questions are properly addressed and answered.

CONTENTS

1. Household Pets.....	1
2. Satellite Dish - Antenna	4
3. Architectural Control	5
4. Collections	6
5. Common Element Uses	8
6. Garage & Tag Sales.....	8
7. Insect, Animal And Bird Control.....	8
8. Maintenance, Repair And Replacement.....	9
9. Porches, Decks And Outside Steps.....	9
10. Insurance For Damage	9
11. Landscaping	10
12. Window Washing And Gutter Cleanout	13
13. Monthly Operating Assessment	13
14. Noise	13
15. Sale Or Leasing Of A Unit.....	14
16. Signs	16
17. Speed Limits.....	16
18. Unit Uses.....	17
19. Vehicles And Parking	17
20. Visible Areas	18
21. Swimming Pool	21
22. Clubhouse.....	23
23. Complaint Procedure	28
24. Enforcement Procedure	28
25. Deck / Patio Cover.....	29
26. Sale Of Residential Property Disclosure Requirement	31
27. Barbecue Grills	31
28. Post Lamps.....	32

29.	Records Request Policy	34
30.	Sewage Backflow Device.....	36
31.	Exterior Unit Doors	38
32.	Monthly Meetings	40
33.	Administrative Officer	42
34.	Exterior Lighting	43
	Appendix I - Forms	1
	Appendix II - Board of Directors' Code of Conduct	3
	Appendix III – Committee Charters	6

1. HOUSEHOLD PETS

The Declaration¹ provides that ‘... no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, if the Board elects to allow household domestic pets, not bred or maintained for commercial purposes, such household pets may be maintained in a Unit, provided that:

- (i) No dogs shall be permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person.*
- (ii) The permitting of animals on the Common Elements shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, the right to require the occupant to enter into a Pet Permission Agreement, and the right to levy fines against persons who do not clean up after their pets.*
- (iii) The right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.*

The Board has elected to allow household pets only, and defines household pets as dogs (excluding dangerous dogs and vicious dogs), cats, and other commonly recognized household pets, e.g., birds, fish, etc. They are permitted to be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose.

General

As required by the Declaration, Pet owners must sign a Pet Permission Agreement. The Pet Permission Agreement form is on the Management Company’s portal.

Control of household pets is a balancing act and one of common sense. Household pet owners would like maximum freedom for their pets while other Unit Owners want to be free from any disturbance, destruction and/or mess that may be caused by the household pets. The intent is to have rules that allow for some degree of freedom for the household pets while not encroaching on other Unit Owners.

Unit Owners are reminded that the law governing pets is City of Stow ordinance Chapter 505 Animals and Fowl.

Pet owners:

- Are responsible for the immediate and complete clean-up of their pet’s

¹ Article III Purposes; Restriction, Sec. 2 Restrictions, (1) Animals.

waste, and

- Must supervise their pets in a manner that prevents them from creating a nuisance, unreasonable disturbance, property damage or personal injury.
- Are responsible for any property damage incurred by the pet.

Dogs

Unit Owners should be/become familiar with the City of Stow ordinances regarding dogs. Key ordinances are:

- 505.01. Dogs And Other Animals Running At Large; Nuisances.
- 505.03. Annual Registration of Dogs; Tags Required.
- 505.09. Barking or Howling Dogs
- 505.18. Dangerous Dogs and Vicious Dogs.
- 505.19. Number of Dogs Per Household.
- 505.21. Defecation as A Nuisance.

All dogs:

- Must be kept under control at all times.
- May be tethered outside if they are monitored. This means that a responsible individual must be outdoors and close enough to the pet to respond to any problems that may arise. At no time may the pet be tethered outside of the Unit if there is no one in or around the Unit to monitor the pet's actions. If a pet is tethered, the Unit Owner is responsible for cleaning up after the pet and repairing any damage to the Limited and Common Elements that the pet may cause.
- Must be, as noted in the Declaration, on a hand-held leash (no longer than six feet [6'] in length) and accompanied by the owner at all times while walking on the roads or sidewalks. While walking pets, pet owners must use the paved portions of the Common Elements and be cautious of ongoing traffic.

Ord 505.09. Barking or Howling Dogs. Excessive barking or other animal noises, whether indoors or outdoors, that disturb another Unit Owner is prohibited.

Ord 505.18. Dangerous Dogs and Vicious Dogs. Dangerous dogs and vicious dogs, as defined by the City of Stow, are prohibited from being kept, bred or maintained in a Unit or on the Condominium Property.

“Dangerous dog” means:

- a. Any dog with a tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings, or killed another dog; or
- b. Any dog which attacks a human being or animal without provocation; or
- c. Any dog owned or harbored primarily or in part for the purpose of dog fighting or any dog trained for dog fighting; however,
- d. No dog shall be deemed dangerous if it bites, attacks, or menaces a trespasser on the property of its owner or harms or menaces anyone who has tormented or abused it.

"Vicious dog" means a dog that, without provocation has:

- a. Killed or caused serious injury to any person, or
- b. Caused injury other than killing or serious injury to any person.

Vicious dogs must be muzzled at all times while outdoors on KAMES' property.

Cats

Cat owners are strongly encouraged to keep their cats inside their unit. The overwhelming documentation of animal rights organizations are clear that letting cats go outside a residence exposes them to a heightened risk of injuries and death from other animals, rabies, and disease. Also, while many KAMES residents have bird feeders for their enjoyment, cats can be extremely deadly to birds and other wildlife that live in the KAMES woodland. Keeping domestic cats indoors promotes a pet friendly community for all Unit Owners.

Stray Animals

All Unit Owners should be familiar with City of Stow ordinance 505.22 Feeding of Animals. The ordinance states that "No person shall purposely or knowingly provide food for dogs, cats, skunks, raccoons, or stray animals, except as otherwise authorized in designated and marked public areas, where such feeding causes or contributes to damage to the property of another; or creates a public or private nuisance." This means that Unit Owners are prohibited from feeding stray animals including feral cats.

Feral cats in the KAMES are problematic. Some of them make their home around certain units causing nuisance issues with waste and/or urine and cat jamborees when they are mating. If, in the sole determination of the Board it becomes necessary to remove the feral cat from the KAMES, the Board will authorize its capture. Removal

and disposition of the captured feral cat will be according to the City of Stow ordinance in effect at that time which may include the feral cat being neutered/spayed and/or put up for adoption.

The cost for capturing and any costs or fees associated with the capture will be borne by the Association unless it is determined that the captured cat belongs to a Unit Owner in which case the cost for capturing and any costs or fees associated with the capture will be assessed to the Unit Owner.

Insurance

Generally, insurance companies do not include clauses or specific pet policies. Instead, coverage is usually provided under the homeowner general policy. Unit Owners should check with their insurance carrier to ensure they are covered. Unit Owners not carrying insurance that covers pet liability and/or has insufficient coverage for pet liability may be liable for legal costs incurred by the Association.

2. SATELLITE DISH - ANTENNA

- A. Installation of any satellite dish - antenna on, attached to, or extending into the Common Elements is prohibited.
- B. Attachment of any satellite dish – antenna to the exterior of any building or Unit or any roof area is strictly prohibited.
- C. Any Unit Owner contemplating the installation of a satellite dish - antenna elsewhere on the Condominium Property must obtain and comply with the Association’s Satellite Dish – Antenna Rules and must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish – Antenna Rules can be obtained from the Management Company.
- D. Unit Owners declining use of cable TV that is provided under contract with the Association are not entitled to a reduction in their maintenance assessment.

The balance of this page is intentionally blank.

3. ARCHITECTURAL CONTROL

- A. Unit Owners are not permitted to make any modifications to the exterior of a Unit, the Limited Common Elements or Common Elements without the Board's prior, written approval.
- B. Unit Owners are required to provide drawings, plans, specifications and other pertinent information for the proposed exterior modification in order for the Board to make an informed decision. If the modifications receive Board approval the work must be done by a contractor who has Workman's Compensation and General Liability Insurance.
- C. If permission to install exterior modifications such as, but not limited to, such items as concrete patios, wood decks, roofs over patios or decks, fencing, etc. (at the Unit Owner's expense) is granted, the Unit Owner must obtain and file, (at their expense) an easement. Upon completion of the project the responsibility for maintenance, repair, replacement and insurance of the addition is the Unit Owner's forever.
- D. Certain modifications, such as room additions and other types of exterior enclosures, **require written consent of all (100%) Unit Owners**, before requesting Board approval.
- E. Installation of exterior storm doors **requires prior written approval** from the Board of Directors. Storm doors shall be the typical "Full View" design and colored dark brown, bronze or black.

The balance of this page is intentionally blank.

4. COLLECTIONS

- A. Certain assessments, including annual operating assessments, are established by the Board and charged to the Unit Owners based on the assigned percentage of ownership interest of each Unit in the Common Elements.
- B. Annual operating assessments are due on January 1st of the designated year and are payable in twelve (12) equal monthly installments on the first (1st) day of the month. Payments are considered late if not received in the designated bank's lockbox by the tenth (10th) day of the month. Late payment violations may result in the suspension of the (12) equal monthly payment privilege and cause the entire balance of the assessment to become due and payable immediately.

Payments for all other assessments are due on the first (1st) day of the month and are considered late if not deposited in the designated bank's lockbox by the tenth (10th) day of the month.

- a. Alliance Bank, Las Vegas, Nevada, is the Management Company's chosen financial institution. Alliance Bank checks the lock box every day to make sure that Unit Owners' payments are as current as possible.
- b. It is the owner's responsibility to make sure payments are made on time.
- i. When mailing payments, Unit Owners should consider weekends, bank holidays and any other events, such as weather or natural disasters, that may increase the time it takes for Unit Owners' payments to arrive at Alliance Bank.
- ii. Unit Owners are encouraged, but not required, to use Alliance Bank's online banking feature which is offered for free to all Kames Unit Owners.
- C. An administrative late fee shall be charged for any assessment payment not deposited in the designated bank's lockbox by the tenth (10th) day of the month. Such fee shall be \$50.00 per month for any late payment or outstanding balance whatsoever.
- D. Any payments made shall be applied in the following order of priority in accordance with Ohio Revised Code Section 5311.18(A)(2) and the Kames Declaration and restated here for the convenience of Unit Owners:
- a. First, to interest owed to the Association;
- b. Second, to administrative late fees owed to the Association;
- c. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association; and

- d. Fourth, to the principal amounts the Unit Owner owes to the Association for the common expenses or enforcement Assessments chargeable against the Unit.
- E. Any past due assessment may result in a lien, a suit for money judgement, and foreclosure being filed against the Unit. While a foreclosure case is pending, partial payments may not be accepted. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
- F. Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
- G. If a Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act he/she is requested to perform by the Declaration, the By-Laws or the Rules, 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 performance or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses. Per the governing documents the Association may file a complaint for foreclosure based upon the lien.

The balance of this page is intentionally blank.

5. COMMON ELEMENT USES

- A. Any business activity, or activity requiring fees (unless an Association sponsored event available to all Unit Owners) or commercial use such as promotion of product sales or services by or for Unit Owners is prohibited on or in Common Elements.
- B. Littering is prohibited
- C. Recreational activity, including organized sport, in the Common Elements is prohibited.
- D. All vehicles, motorized or otherwise, are prohibited from being driven onto or through the Common Elements except for commercial service vehicles and then only when authorized by the Board.

6. GARAGE & TAG SALES

- A. Garage sales, estate sales and multi-item tag sales are prohibited within the Kames Condominium boundaries.
- B. At no time may Unit Owners or their estate advertise in any media or post signs announcing that property is available for free for pick up within the Kames.

7. INSECT, ANIMAL AND BIRD CONTROL

- A. The Association has responsibility to reasonably control the activities of insects, animals or birds when they adversely affect or damage Condominium Property, which includes grounds, exterior of buildings, patios and decks, driveways and sidewalks.

When the problems are inside the Unit Owner's condominium, including garages and enclosed porches, control of the offending insects, animals or birds is the responsibility of the Unit Owner.

8. MAINTENANCE, REPAIR AND REPLACEMENT

Responsibilities of the Association and Unit Owners for maintenance, repair, and replacement of Units are listed in the Declaration, Article IX, Maintenance, Repair, and Replacement.

9. PORCHES, DECKS AND OUTSIDE STEPS

- A. Porches, decks, and outside steps are Limited Common Elements.
- B. Construction, restriction to access, or enclosure of these areas is prohibited unless approved by the Board under Rule – 3 Architectural Control.
- C. If a Unit Owner wishes to paint porches, decks, outside steps, or fences more often than the Board approved painting schedule for the complete Unit, written Board approval must be obtained before work is started.

10. INSURANCE FOR DAMAGE

The Board will purchase and maintain insurance coverage in accordance with the requirements of the Ohio Code and the Declaration.

Effective January 1, 2002 any water damage inside a Unit shall be repaired by the Unit Owner unless the damage is determined to be the result of (a) the negligence of the Association, or (b) casualty. For anything other than (a) and b), the Unit Owner must seek insurance recovery for interior water damage with their insurance carrier. It is important to note that windows, doors and skylights are owned by and the responsibility of the Unit Owner.

The Board may elect not to file any claim with the Association's casualty insurance carrier and assume the covered loss as the Board perceives in its judgment to be in the best interest of the Association. and skylights are owned by and the responsibility of the Unit Owner.

Each Unit Owner may wish to pursue appropriate casualty insurance coverage under his/her condominium casualty insurance policy.

11. LANDSCAPING

A. The Association is responsible for the maintenance of all landscaping of the Common and Limited Elements of the Kames property. Therefore, any changes to the Kames landscaping must be approved by the Board.

B. With the exception of flowers, all Unit Owner desired changes (both additions and removals) of any plant materials must first be submitted by letter to the Board – through The Management Company - requesting the change. The letter should contain a sketch, if possible, and a list of the names and sizes of the plant material being considered. The board may forward the request to the Board’s Landscape Committee for a timely review. A written response will be given all requests

C. Unit Owners may plant flowers in existing beds without Board review, but are responsible for their care and upkeep including all weeding. Existing beds cannot be enlarged without Board approval. If the Owner planted flowers are not maintained in a presentable state, the Association may remove them at the Owner’s expense.

D. For changes to the Kames landscaping involving the removal, replacement, or addition of trees and/or shrubs, the Board is responsible for determining or approving these changes. For changes at Association expense, the Board must insure funds for these changes are included in the Association’s annual budget. The Board has the final approval of the type and quantity of all plant materials. Effective June 10, 2017 (“Effective Date”), the Board will only approve plantings of trees and shrubs so that, at full maturity, do not interfere with any man-made objects or other trees or shrubs. Man-made objects include, but are not limited to, a Unit’s foundation, siding, overhang, gutters, downspouts, patios, decks, but also include roadways, sidewalks, parking areas, signs, etc.

Common Elements.

Trees. No tree shall be allowed to be planted in the Common Elements unless, at its projected maturity, it shall have a minimum clearance of six feet between the tree at its widest branch and any object either man-made or natural.

Shrubs. No shrub shall be allowed to be planted unless, at its projected maturity, it shall have a minimum clearance of twelve inches between the shrub and any man-made object. Beds may not be expanded for any new plantings.

Flowers or Other Plantings. After the Effective Date, Unit Owners may not plant flowers or any other plantings in any of the Common Elements without prior written permission from the Board. Shrubs and bushes that are not dead but that a Unit Owner desires to be removed as part of their

landscaping plan may remove them a) at Owner expense and b) provided the Unit Owner obtains written approval in advance from the Landscape Committee.

Limited Common Elements.

No tree or shrub shall be allowed to be planted unless, at its projected maturity, it shall have a minimum clearance of twelve inches between the tree or shrub and any man-made object, and in no event, shall it extend beyond the boundaries of the Limited Common Element.

Background. There have been few, if any, preventative measures in the past leading to conditions that caused the Board to spend Association funds that the Board could have avoided spending if preventative measures such as these had been in effect in the first place. For example, the Board has been required to spend Association funds to trim trees and/or shrubs that damaged gutters, foundations or siding, clogged gutters and downspouts, prevented or restricted access for painting, or caused upheaval of sidewalks and driveways. The maturity restrictions imposed in this paragraph D are an attempt to prevent the overgrowth of future plantings so that future Boards may avoid spending Association funds for these purposes.

Watering. To ensure newly planted grass/shrubs/trees thrive, the newly planted item(s) must be watered every day, approximately one half hour, until the tree, grass, or shrub is well established (might be 5-6 weeks, depending on weather). For all practical purposes, the water supply is the nearest Owner's outside water supply. The Board will agree to reimburse Owners who water newly planted grass/shrubs/trees and wish to be reimbursed. To be reimbursed, Owners must provide copies of their water bills for the period in question and copies of their water bills from the corresponding period for the previous year. Owners will be reimbursed for the overage, if any. Watering is a time commitment. The reimbursement agreement should be made prior to any work being done so an Owner knows about and agrees to the time commitment. Owners need not water on days it rains. If desired, an Owner may arrange for the Association to put the Owner's or the Association's sprinklers on timers in order to use the Owner's outside water supply. If Owners in the vicinity of new grass are unwilling to provide the necessary watering then the Board should reconsider if the decision to plant grass or shrubs is the best fiscal solution.

History/Background: The Board has, in the past, reimbursed owners for watering common element trees/shrubs/grass, but most owners did not request reimbursement for the increase in their water bills. In 2016, an owner was reimbursed for watering newly planted grass in a Common Element in a horribly hot & dry summer. In recent years there have been a few instances of owners requesting and being reimbursed, but to the best of the Board's recollection owners have willingly taken on watering, especially in areas near their condos. However, there have been a number of instances in the past few years where grass has been planted

and owners have agreed to water it but have not followed through and an unsightly area resulted. In one of those instances, though, Owners stepped in and watered the area next to their condo so the grass would flourish.

E. The Association is responsible for maintenance, repair and replacement of retaining walls designed and installed to protect the integrity of the Limited Common Elements and/or Common Elements which they support. The Board shall have the sole and exclusive right to install and/or replace these retaining walls with whatever type of structure it chooses regardless of the type of construction and materials in the existing retaining wall. Decorative retaining walls installed by Unit Owners such as, but not limited to, those around planting beds and along walkways, etc. are the responsibility of the Unit Owner (and any successor Unit Owner) to remove, replace, repair and maintain forever. If an Owner installed decorative wall or edging is not properly maintained, the association will remove it at the Owner's expense and no replacement will be permitted.

12. WINDOW WASHING AND GUTTER CLEANOUT

- A. The Board may authorize that exterior of all windows will be washed at least once a year at Association expense.
- B. All gutters and downspouts will be inspected twice a year and cleaned out where needed at Association expense.
- C. Unit Owners will be notified in advance of the scheduled date(s) of such maintenance.

13. MONTHLY OPERATING ASSESSMENT

- A. Monthly operating assessment is established by the Board and charged to Unit Owners as a “Cents-Per-Month” based on the recorded square footage (Developer assigned percentage of ownership interest) for each Unit.
- B. This assessment is subject to revision, at Board discretion, normally in the annual budgeting process.
- C. Additional assessments may be made in accordance with the Declaration.

14. NOISE

Sound equipment, such as television, radios, record, tape, CD or DVD players or similar devices shall not be operated at a volume loud enough to disturb or annoy neighbors.

Any noise that disturbs other residents is prohibited.

15. SALE OR LEASING OF A UNIT

Sale of A Condominium Unit

1. Except as otherwise provided, signs are prohibited without prior, written Board approval.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner:
 - a. Or real estate agent must notify the Management Company to arrange for a maintenance assessment update letter and certificate of insurance for the buyer.
 - b. Must provide the following to the Management Company:
 - i. Names of all occupants
 - ii. Home and business mailing address
 - iii. Home and business telephone number
 - iv. Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner.
 - v. Sales price
 - vi. Mortgagee
 - vii. Any change in the information required herein must be provided to the Board within 30 days.
3. The Management Company will coordinate the paperwork with real estate agents, banks, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
4. The seller is responsible for providing the following information to the buyer:
 - a. Copy of Declaration and By-Laws and any amendments
 - b. Copy of Rules and Regulations
 - c. Unit access door key(s), mailbox key(s) and garage door key(s)
 - d. Garage door opener

Rental of a Condominium Unit

1. Except for hardship exceptions, Units must be occupied by the Unit Owner, parent(s) or children of the Unit Owner.
2. Leasing a Unit for transient or hotel purposes, as defined as periods of less than six (6) months, or providing hotel, laundry and similar services, or roomers/boarders, is prohibited.

3. Sub-Leasing is prohibited
4. In certain special hardship situations, the Board shall grant permission to a Unit Owner to lease their Unit for a **one-time undue hardship period** of not more than twenty-four (24) consecutive months.
5. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
 - a. Name, address and telephone number of Unit Owner
 - b. Copy of lease
 - c. Full name of tenant(s)
 - d. Names of all occupants of the Unit
 - e. Home and business telephone number of tenant(s)
6. The Unit Owner is responsible for making the tenant aware of the Rules & Regulations of The Kames Condominium Association.
7. The Unit Owner is responsible for tenant violations of the Kames Declarations, By-Laws and the Rules.
8. 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.
9. The lease document must contain a clause making it subject to the covenants and restrictions in the Kames Declaration, By-Laws and Rules & Regulations.

16. SIGNS

The Board has approved installation on a Unit Owner's Limited Common Elements of:

- A. One small security system indicator at ground level.
- B. One professionally made Unit Owner name sign, no larger than 3"x12", placed immediately adjacent to the front entrance of the Unit.
- C. Professional "Open House" signs of an open house during the actual open house hours.
- D. One or two professionally made "For Sale" sign, no larger than 2' x 3' may be displayed on the interior side of the window of a Unit which is for sale. (Revised 2/15/18).

The Board has approved installation on Common Elements of:

- A. Professional "Open House" signs enroute to an open house during the actual open house hours.

17. SPEED LIMITS

Speed on the following private streets shall not exceed the posted speed limit:

- Aberdeen Circle
- Drummond Court
- Glencairn Grove
- Heath Way
- Inverness Lane
- Inverness Court
- Litchfield Loop

18. UNIT USES

With the growth of Internet business and telecommunications the Declaration has been clarified to permit business type activities from a Unit provided they:

1. Are not dangerous or hazardous.
2. Do not interfere with the quiet enjoyment or comfort of other Unit Owners.
3. Do not violate City of Stow zoning ordinances.
4. Do not result in customers coming to the Unit Owner's Unit.
5. Do not result in regular or unreasonably large volumes of business related deliveries to or from the Unit.

19. VEHICLES AND PARKING

- A. Parking of trucks, trailers, motor homes, boats, or inoperable vehicles on KAMES' property is prohibited except in an emergency which shall not exceed three (3) days.
- B. Automobiles **must** be parked in driveways or striped, paved parking areas, not in unstriped turnarounds or next to or in front of any mailbox. Inoperable vehicles (vehicles with flat tires, expired license plates, or other vehicles incapable of movement under its own power, etc.) or vehicles that appear to be abandoned, which are parked in the Common Elements or Limited Common Elements for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense, without warning. With the exception of short-term emergency work (flat tires, battery change, etc.), no repair work is permitted on vehicles in the Limited Common Elements or Common Elements. All other repairs must be conducted within the Unit's garage.
- C. Storage of automobiles on the parking areas for more than thirty (30) days in any twelve (12) consecutive months is prohibited.
- D. Parking on the street is restricted to guests and workers for short periods only but safety should be considered in these cases.
- E. Overnight parking on streets is prohibited.
- F. Under normal conditions there are sufficient parking areas and spaces available for everyone. Parking areas are Common Elements and belong to all Unit Owners. Everyone has equal access to these parking areas regardless of the parking area location.

- G. All vehicles driven within the Kames on its public streets must, if required by law, satisfy all requirements for registration, certification, and insurance, etc.
- H. The use of scooters (2-wheeled vehicles without seats), skateboards, roller skates or blades, hover boards, or other such devices are NOT allowed on the KAMES' private streets.

20. VISIBLE AREAS

- A. The Board permits the following items to be located in visible areas around the Unit by the Unit Owner. Note – some items require prior Board approval.
 - 1. Medium size United States flag, containers for growing flowers or plants, wreaths, bird feeders and bird baths.
 - a. In addition to the U.S. Flag, Ohio Revised Code Section 5301.072 allows the display of State Flags, POW/MIA Flags, Blue/Gold Star Banners, or other Service Flags designated by the U.S. Secretary of Defense to be displayed at a Unit Owner's residence consistent with the size and character of the building and rules of the Condominium Association rules and regulations. This includes windows.
 - 2. Small ornaments customarily used in gardens may be placed in the rear of Units or inside a front fence. Location and style of such ornaments ~~containers~~ and ornaments are subject to Board approval.
 - 3. Small pathway lights, known as Malibu lights, may be installed by Unit Owners where needed in dark areas along sidewalks and steps. The location and type of lights are subject to Board approval before installation. See section 34 - Exterior Lighting for detail specifications.
 - 4. During the winter period, installation of plastic sheeting is permitted on the inside of porches but prohibited on the outside. Storage of items on decks during winter (including furniture though covered) is discouraged and must be removed if their visibility is determined by the Board to be objectionable.
 - 5. Holiday lights and decorations are permitted no more than four weeks prior to the holiday and must be removed within two weeks after the holiday (weather permitting). Lights may be placed in shrubs, trees, and on the outside of Units in a manner that is non-destructive to the building or foliage.

6. Decorative flags depicting seasons of the year or holiday may be displayed no more than seven days. Sports or team flags and banners of any kind are prohibited.
7. Porches, decks, and patios are restricted to customary patio and porch furniture kept in good condition. Clothing, towels, and other items shall not be hung on deck railing or on lines outside the Units.
8. Each Unit is restricted to:
 - a. 1 or 2 Bird Feeders
 - b. 1 or 2 Shepherds Hooks
9. Planters must not:
 - a. Be placed in an area that interferes with lawn maintenance.
 - b. Block an entrance to a Unit or garage.
10. Vegetable plants must be placed in a space not visible from the street.
11. Any items placed on or attached to a fence must have the Board's prior written approval.
12. Yard decorations such as reflecting balls, bird baths, birdhouses, statues, sculptures, fountains, weather stations, thermometers, etc. are only permitted on decks or patio areas. Items that are meant to deter destructive wildlife may be placed in the limited common area with Board approval.
13. After a successful completion of the approval process below, statuary or other works of art may be placed at the rear of the Unit on porches, decks, patios or in gardens.

B. Visible areas – Approval Process:

1. Items requiring Board approval will be reviewed based upon the Unit Owner's written request for permission to place items noted above as requiring prior permission. The request must have an adequate description of the size and shape of the item or items in question. A picture or drawing would be very helpful.
2. The Board will consider the request and if it deems appropriate, contact neighbors to whom the item would be visible to determine the acceptability to the neighbors. After taking the comments of the neighbors (if they were contacted) into consideration, the Board will make a decision to allow or reject the request.

3. Each request will be judged on its own merits disregarding previous permissions. That is, just because permission has been granted to one Unit Owner does not mean that it has any effect on future requests.
 4. At any time, if it is felt that the object that had been permitted is creating a problem for the surrounding Unit Owners, the permission may be rescinded and the object must be removed at the Unit Owner's expense.
- C. To assist in maintaining a desirable image at the Kames, Unit Owners are urged to place their trash (in a secure container) and recycle bins outside their Unit on the morning of collection rather than the evening before trash pickup.
- D. Unit Owners are urged to keep their garage doors closed to present a neat appearance to the world.

The balance of this page is intentionally blank.

21. SWIMMING POOL

The KAMES Condominium Association owns the Swimming Pool. The following Pool Rules have been established to assist in maintaining the value of this asset for all Unit Owners. Before entering the pool

1. **Swimming is at the swimmer's own risk. There is no lifeguard at any time.** A First-Aid kit is located in the clubhouse storage room. Life-saving equipment is located at poolside. A telephone is located in the clubhouse hallway for emergency 911 calls and the Operator.
2. Conditions permitting, the swimming pool is available for use by residents from 10:00 AM to 9:00 PM, generally Memorial Day through Labor Day but may be extended with Board approval. All persons under 14 years of age must be supervised by a person over the age of 14 who is a capable swimmer at all times while in the pool area.
3. Each Unit Owner is entitled to bring up to four (4) guests at any given time. Prior approval of the Management Company is required to bring in excess of four (4) guests. A resident must accompany their guest(s) at all times except for an adult guest(s) (at least 18 years of age) who is living with a resident for a limited period. Permission for such exception shall be obtained by the resident registering with the Management Company the guest's name and the period of the guest's visit.
4. Clothing, other than normal swimwear, shall not be taken into the pool. Persons, of all ages, who experience incontinence must wear leak proof/waterproof undergarments when in the pool.
5. For safety, people who use rafts, inflated vests, or swim rings must use caution. Rafts are not permitted during busy hours. Running, pushing, diving, cannonballing, and horseplay are prohibited. The pool cleaning tools, safety equipment and diving rope are not to be used as play equipment.
6. Glass is prohibited in the pool area. Debris, including ashtray contents, must be deposited in the trash container prior to leaving the pool area.
7. Music playing devices are permitted only if used with headphones.
8. Chairs and lounges cannot be reserved when away from pool area. Pool furniture moved during the day should be returned to the former position when leaving the pool area.
9. Swimmers who use tanning oil must place towels or cushions on chairs and lounges to protect from hard-to-clean stains. Swimmers are urged to shower before

entering the pool to remove tanning oil and sunscreen lotion which can clog pool water filters.

10. Pets are prohibited in the pool area.
11. Residents are responsible for the conduct of their guests. Any damage to the Common Elements, equipment or facilities is the responsibility of the Unit Owner.
12. The Kames Condominium Association is not responsible for lost articles.
13. When leaving the pool area, the gate must be locked if no one else is present. Umbrellas should be lowered and tied.
14. Swimmers using the toilet facilities shall towel-off before entering the clubhouse. Wet swimwear is prohibited in the clubhouse party room at any time. The clubhouse refrigerator is available only for residents who have reserved the party room. Small coolers are permitted at poolside.
15. The Board reserves the right to deny swimming pool privileges to any Unit Owner, resident or guest who does not comply with the Pool Rules.

The balance of this page is intentionally blank.

22. CLUBHOUSE

The Clubhouse is owned by the Kames Condominium Association. The Clubhouse is frequently used for Association activities that are promoted by the Social Committee and may also be used by Unit Owners as stated below. Activities scheduled by the Social Committee have precedence in scheduling the use of the Clubhouse. The following Clubhouse Rules have been established to assist in maintaining the value of this asset for all Unit Owners.

A. Who may reserve and use the Clubhouse

I. Unit Owners sponsoring activities that are open to all Kames Unit Owners (e.g., Prayer Group, and Poker).

1. If a Unit Owner wants to use the clubhouse for an activity that is for the benefit and/or enjoyment of and open to any Unit Owners he/she will not be charged for the use of the Clubhouse.
2. A Unit Owner who wishes to sponsor an activity that is not sponsored by the Association must do so in writing to the Board through the Management Company. The request must state the reason for the activity, the day and length of the activity and that the Unit Owner accepts responsibility for cleaning and any damages that may occur.
 - a. "Form 1 – Clubhouse Reservation Form" should be used to reserve the Clubhouse. The form is included as an Appendix to the Rules and Regulations and may be printed from here or may also be obtained from the Management Company or its portal. (Added 2/15/18)
3. If the activity is scheduled over a period of time, the written request must specify all dates and times (e.g., the 3rd Tues of every month) as well as a projected end date. Requests may not be made for greater than 12 months ahead
4. The activity will only be open to Unit Owners or his/her significant other.
5. There can be no fee charged to participants for the activity, other than for supplies, food, etc.
6. The reserving Unit Owner will be given a key to the Clubhouse. The key must be returned upon the completion of the activity.
7. All Clubhouse Rules will apply to the activity.
8. The Board may cancel permission for ongoing events, at any time, especially if the rules are not followed, the Clubhouse is not cleaned, damages are not paid

for promptly or if the activity is found to be not conducive to the well-being of the Association. If the Unit Owner decides to cancel the activity, the Management Company must be notified immediately so the calendar can be cleared for use by other Unit Owners.

II. Unit Owners may reserve the clubhouse (not including the pool) for their personal noncommercial use with the following limitations: (Unit Owners of Units, which are rented to others, are not residents. Renters living in a Unit are residents under these Rules and have the same responsibilities and privileges as Unit Owners. When the rules say Unit Owners, they are meant to apply equally to all residents).

1. Unit Owner must be the host and be present at all times during the party.
2. Unit Owner must sign an agreement, accepting responsibility for reimbursement of any loss or damage.
3. Unit Owner shall be required to pay a cleaning security deposit, which is refundable if clubhouse is cleaned properly.
4. Total number attending the party cannot exceed 45 persons which is the rated maximum capacity of the building.
5. Commercial and political events of any kind are prohibited.
6. Use of the clubhouse must not disturb other Unit Owners.
7. Unit Owners may be charged a non-refundable usage fee for each clubhouse reservation.
8. The Board reserves the right to deny clubhouse privileges to any Unit Owner, resident or guest who does not comply with the Clubhouse Rules

B. How to reserve the Clubhouse

1. The Unit Owner or resident shall contact the Management Company, preferably two weeks in advance of the desired date, pay a cleaning security deposit and usage fee, if applicable, and sign a responsibility agreement.
2. Keys are obtained from and returned to the Board member designated by the Management Company. The clubhouse is to be locked on departure. **Duplicate keys shall not be made.**
3. Multiple reservations cannot be scheduled without prior Board authorization. Any scheduling conflicts will be resolved by the Management Company.

C. Available hours of reservation

1. The Clubhouse is available from 9:00 AM to 11:00 PM on Monday through Thursday and 9:00AM through Midnight on Friday, Saturday and Sunday.
2. Any activity conducted outside the Clubhouse must cease by 9:00 PM.

D. Use of the Pool and Pool Area

1. The pool and pool area cannot be reserved for exclusive use but can be used by persons attending a private clubhouse party providing all Pool Rules are followed. As a reminder, glass is prohibited in the pool area. The resident host must remind guests using the pool not to wear or bring wet clothing or swimming attire into the clubhouse party area and damaging furniture and carpets.
2. A grill is available for use in the pool area. The grill must be cleaned and covered after use.

E. Parking

There are Common Element parking spaces on each side of the clubhouse and across and down the street. After these are filled, cars may be parked on one side of the street only. Cars must not be parked in driveways without Unit Owner's approval. Cars must not block driveways.

F. Equipment and Furnishings

1. There are card tables, folding chairs, and six-foot folding tables in the clubhouse closet and storage room. The kitchen cupboards and drawers contain eating, serving and cooking utensils. There are two large trash containers, a vacuum cleaner, and other cleaning equipment in the storage room.
2. Unit Owners must purchase party supplies (e.g., paper napkins, disposable plates, eating utensils, cups and glasses, and coffee and tea bags) at their own expense. Any Association party supplies used must be replaced by Unit Owners.
3. The fireplace gas logs can be ignited using the special gas valve key kept in the upper left kitchen drawer next to the stove. Open the chimney flu, insert the special key into the gas log starter valve, turn the key counterclockwise to the low position and light the logs with a match. Turn the key to increase the flame as desired.
4. **DO NOT PLACE WOOD, PAPER OR OTHER COMBUSTIBLE MATERIALS IN THE FIREPLACE.**

G. Miscellaneous Rules

1. Smoking is prohibited in the Clubhouse and in the Pool area. This is a health, safety and cleanliness measure to be followed without exception.
2. The clubhouse shall not be used for any unlawful purpose or to accommodate overnight guests.
3. Attachment of decorations to any surface inside the clubhouse using adhesive tape, thumb tacks, paste or adhesive putty is prohibited. No nail or screw holes shall be made in the walls or wood trim.
4. Unit Owners and guests use the facility and equipment at their own risk. The Association is not responsible for lost, stolen or damaged personal articles. The Association and its Board of Directors disclaims liability for any actions or damages caused by or to any person leaving the clubhouse under the influence of alcohol or drugs. Unit Owners are advised that drugs are not to be used on the premises. Guests should not drive if they are under the influence of alcohol.
5. During the day of the Annual Meeting, political campaigning in the Clubhouse and/or on the Clubhouse grounds is not permitted. This includes, but is not limited to, posting of political banners or signs, handing out political information, buttons, etc., and providing food or drinks. The Clubhouse grounds include the pool area, the lawn, and the Common Elements surrounding the Clubhouse including the parking spaces in front of the Clubhouse. *(Added 2/15/18 - Formerly Sec. 32 - Political Campaigning at the Annual Meeting)*
6. Guns or weapons of any kind are prohibited in the Clubhouse, Pool area, or around the common areas thereof at any time.

H. Clean-up and Closing

1. The resident host is responsible to thoroughly clean the clubhouse the day of the reserved use or no later than 9:00 AM the day following a reservation. All folding tables and chairs must be properly stored in their assigned locations. All clubhouse furniture must be returned to its initial position after the clubhouse use. All eating, serving and cooking utensils are to be cleaned and put away. The stove, refrigerator, microwave, counters and restrooms are to be cleaned. The carpet must be vacuumed, and the vinyl floors swept and mopped. When spillage occurs, a reasonable effort should be made to pick up spilled items before they soak into the carpet or furniture. If the outdoor grill is used, it must be cleaned after use. If the pool area was used it must be left in a clean condition and all pool furniture returned to its regular position.

All party trash must be removed from the clubhouse (and pool area if used) and taken to Unit Owner's residence for disposal. Do not place any party trash in the clubhouse trash bins or outside the clubhouse.

2. The Unit Owner is responsible for cleaning and any property damage to the clubhouse (and pool area if used) at the conclusion of their use. The Management Company will notify the Unit Owner about any required cleaning and/or repairs resulting from their use. The Unit Owner will be given the option to properly clean and/or repair any damage. If the Unit Owner does not make the necessary corrections, the Management Company will resolve the issue, the cleaning security deposit will be forfeited, and any cost, greater than the cleaning security deposit, will be assessed to the Unit Owner as a special assessment.
3. Unit Owners are responsible for securing the clubhouse before leaving. All windows must be closed and locked. All cooking appliances, lights and ceiling fans must be turned off. The Heating/Cooling wall thermostat should be adjusted as directed. The fireplace gas log must be turned off and the chimney flu closed. The fireplace key shall be returned to the upper left-hand kitchen drawer next to the stove. The front and rear doors shall be locked, and the keys returned to the Board member designated by the Management Company.

The balance of this page is intentionally blank.

23. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the rules must be submitted to the Management Company in writing and must contain the date, signature, Unit number and telephone number of the individual filing the complaint. The Complaint Form provides for the information to be included in the written complaint. This form is available from the Management Company and is also on the Management Company's portal.
- B. The Management Company will, in most instances, contact the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

24. ENFORCEMENT PROCEDURE

- A. The Unit Owner shall be responsible for any violation of the Declaration, By-Laws or Rules by the owner, guests, or the occupants, including tenants, of their Unit.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violations of the Associations 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 Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owners 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, an enforcement assessment of up to but not exceeding \$10.00 per day, MAY be levied by the Board against a Unit Owner in violation.
- E. Per the Declaration, Article XVIII General Provisions, Section 3 Enforcement, the Board must follow the enforcement procedure described therein.

25. DECK / PATIO COVER

- A. Unit Owners are permitted to install a cover attached to the exterior of the Unit and located over the deck or patio under the following conditions:
1. The architectural drawings and/or manufacturers specifications must be submitted to the Board for approval.
 2. Board written approval must be received before beginning installation.
 3. Written acknowledgement by any affected neighboring Unit Owner that the installation will not interfere with such owners use and enjoyment of their Unit.
 4. No permanent windows or screens may be installed along any portion of the perimeter of any patio or deck cover. Retractable sun-shield blinds are permitted provided the colors are suitably coordinated with the Unit color, as approved by the Board.
- B. Two types of Deck / Patio covers are considered acceptable:
1. Permanent
 - a. Permanent covers shall be constructed of wood framing with shingle roofing. Construction must conform architecturally to the design of the attached Unit and be stained the Unit color. The cost of installing a permanent cover shall be assumed solely by the Unit Owner
 - b. The Unit Owner shall be responsible for any damage caused to the siding or other portions of the building because of the cover installation or maintenance including, but not limited to, those portions of the condominium building to which the cover attaches, adjoins or touches.
 - c. Maintenance and repair of the permanent cover shall be the sole responsibility of the Unit Owner for a period of two (2) years from completion of the installation. Thereafter the Association shall assume this responsibility. Such installation, repair, and replacement during the first two (2) years (but not routine maintenance, such as dusting, cleaning or washing) shall only be performed by a professional installer acceptable to the Board who shall carry workers' compensation insurance and liability insurance.

2) Retractable

- a. Retractable covers are awnings made of flexible type material. The manufacturer must be on an approved list of manufacturers and designs approved by the Board. The cost of installing a retractable cover shall be assumed solely by the Unit Owner, including any successor owner, forever.
- b. The Unit Owner shall also be responsible for any damage caused to the siding or other portions of the building resulting from the cover installation or maintenance including, but not limited to, those portions of the condominium building to which the cover attaches, adjoins or touches.
- c. Maintenance, repair, and replacement of retractable covers shall be the sole responsibility of the Unit Owner forever. Whether or not such cover is in need of being repaired or replaced shall be determined at the sole discretion of the Board.
- d. The Unit Owner shall not alter (either temporarily or permanently), modify, or in any other way change the retractable cover without the express prior written consent of the Board.
- e. The Unit Owner may, with the express prior written consent of the Board, replace a retractable deck or patio cover with a new retractable cover from time to time provided such replacement cover is in conformance with the Associations architectural guidelines, rules and regulations at the time of such replacement.
- f. If the cover needs to be temporarily removed to enable the Association to complete maintenance, repair or replacement of any condominium property for which it is responsible, the Unit Owner shall temporarily remove the cover, at the Unit Owner's expense, within thirty (30) days of the receipt of a written notice from the Association. The Association shall notify the Unit Owner when the maintenance, repair or replacement work is completed. Upon receipt of such notice, the Unit Owner may re-install the cover in its original location. Reinstallation must fully comply with all terms and conditions of any warranty or guaranty held by the Association on or concerning the Common Elements or any component thereof.

26. SALE OF RESIDENTIAL PROPERTY **DISCLOSURE REQUIREMENT**

Since 1993, the Ohio Department of Commerce has required all persons selling homes to complete a Residential Property Disclosure Form. In an attempt to avoid surprises related to CommUnity Associations, the State updated and expanded the form in 2004; it is available from any Real Estate sales agency. As of January 1, 2004, asks the following questions:

- 1) Do you know of any recent or proposed assessments, which would affect the property?
- 2) Is the property subject to any rules or regulations of, or the payment of any fees or charges to, a Homeowners Association, Condominium Association or any other CommUnity Association?

In several instances, individuals purchased homes/Units without knowledge that an Owners Association existed or that maintenance fees had to be paid. In other instances, buyers became aware of special assessments within days after their purchase. Clearly the Ohio Department of Commerce is hoping the new disclosure form will help eliminate these types of commUnity related surprises.

27. BARBECUE GRILLS

- A. City of Stow, ordinance 2000 -150, chapter 1511.06 “Restricting Use of Barbecue Grills in Multi-Family Structures” restricts open flame grilling, whether propane or charcoal fueled and storage of propane tanks at residential structures (condominiums, apartments, motels, etc.) having three or more Units.
 1. No person in such structure is permitted to allow use of barbecue grills or any other device or appliance producing an open flame for the purpose of cooking on any balcony, porch or rooftop, located above grade level of any structure.
- B. No person in such structure shall store propane tanks for barbecue grills within any areas of such structure.
- C. Open flame cooking is permitted at grade level (patios, driveways, etc.) so long as there is a minimum horizontal distance of fifteen (15) feet from the nearest balcony or overhanging appendance or structure.
- D. Violation of the Stow City ordinance may result in the offender being charged with a minor misdemeanor punishable with a fine.

28. POST LAMPS

1. General. Post lamps have been installed at each Unit of the Kames Condominiums to provide general lighting to the Common Elements, for the safety of the Association.
2. Policy. This policy was developed to standardize elements to be used as a part of the lamp post. The standardization of lamp post elements is intended to be transitional and will occur as needed maintenance or replacement of elements are needed.

Responsibilities are as follows:

- a. Association. The Association is responsible for the repair and maintenance of the:
 - i. Lamp including replacing the bulbs when necessary.
 - ii. Wiring leading to the Unit.
- b. Unit Owner. The Unit Owner is responsible to provide and maintain the:
 - i. Globes except when they are cracked.
 - ii. Electrical energy for the lamp that serves their Unit.
 - iii. Wiring within their Unit.

Unit Owners must contact the Property Manager to order replacement parts for their lamp post. The cost of globes will be invoiced to the Unit Owner's account at the time nearest to the month the globe was delivered or installed.

3. Specifications. The following specifications shall apply:
 - a. Globes are 12-inch acrylic in size and UV coated. They must have a 5.25-inch opening. Globes will be a light bronze in color.
 - b. Socket/bulb covers are 3 inches by 7 inches cream colored style. The Candle shaped cover may be porcelain or other suitable material Appropriate for protecting the socket and bulb from the weather.
 - c. Bulbs are a white rounded "Daylight" LED light. The equivalent of a 100-watt bulb is authorized; higher wattage bulbs may be authorized with Board approval.
 - d. Lamp Post Cross Bars. Where needed, 16-inch plastic cross arms will be installed for those lamp posts designed for that accessory. The cross arm is black. Signs or plantings may not be placed on the cross arms.

- e. Lamp Post Length and Color. The lamp post standard is that which is commonly used in the kames. The color is a flat matte black.
 - f. Light Sensor. The light is activated by a light sensor on the lamp post. No manual activation is to control the bulb's illumination.
4. Leaning lamp posts. Leaning lamp posts are monitored by the Property Manager and Unit Owners expressing their concern about a leaning lamp post in writing to the Management company. "Leaning" is difficult to define as an actionable and needed issue to address within budget priorities. Significant leaning of a lamp post will be addressed as a work order or PDC request.

The balance of this page is intentionally blank.

29. RECORDS REQUEST POLICY

1. RECORDS AVAILABLE FOR INSPECTION

- A. The Association, as determined by the Board, is not required to permit the examination and copying of any of the following from books, records, or minutes that contain any of the items listed in the Bylaws Article VII.

2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING

- A. An owner who wants to inspect or copy the Association's records must submit a written request to the Board or Manager. The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.
- B. No owner may submit more than one request for inspection and/or copying in a 30-day period.
- C. The Request to Inspect Records Form shall be completed for the purpose of requesting records to inspect. This form is on the Management Company's portal.

3. ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

- A. Every owner shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.
- B. An owner may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the owner's behalf.
- C. Records shall not be altered in any way.

4. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

- A. All inspections shall take place at the Management Company's office or at such other location as the Board designates. No owner shall remove original records from the location where the inspection is taking place.
- B. The Association shall make records available for inspection on or before the business day after the Association actually receives the written inspection request this time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the owner (by telephone, in person,

or in writing) that the records are available, and specify the time, date, and place for the inspection.

- C. Records shall not be altered in any way.
- D. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operations of the Association office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that one staff person.
- E. During an inspection, the owner may designate for copying such records by use of a tab, clip, or Post-It note upon the pages) desired.
- F. Copies shall be available within 14 business days of receipt of the request, unless the voluminous nature or condition of the records makes this time frame impractical. In such cases, the copies will be made available as soon as practical.
- G. Owners shall not exercise their inspection or copying rights to harass any other owner or resident, Association agent, officer, director, or employee.

5. CHARGES FOR COPIES/INSPECTION

- A. Upon written request, Unit Owners shall be provided meeting minutes at no charge.
- B. Other than meeting minutes, the owner shall pay copying fees and clerical fees according to the current Management Company contract (Unit Owners should contact the Management Company for current rates) and all out of pocket costs directly or solely attributable to the request.
- C. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The owner shall pay the hourly rate, in half hour increments, according to the current Management Company contract (Unit Owners should contact the Management Company for current rates).
- D. The owner shall pay the costs of copying and/or inspection at the time of billing for copies or actual inspection. However, the board may in its sole discretion, require advance payment.

The balance of this page is intentionally blank.

30. SEWAGE BACKFLOW DEVICE

1. Unit Owners are permitted to install a sewage backflow device inside their Unit or in the Limited Common Area of their Unit but are not permitted to do so without the Board's prior written approval. Board approval must be obtained before work may begin.
2. A sewage backflow device is classified as a 'shutoff valve' under Article IX, Maintenance, Repair, and Replacement, Section 2, Unit Owner's Responsibility, paragraph (f), of the Declarations.
 - a. All provisions of Article IX, Section 2 apply including the provision that, in the event the Unit Owner fails to make or perform such maintenance, repair and/or replacement or in the event the need for such maintenance, repair or replacement is caused by the negligent or intentional act of the Unit Owner or its occupants, the cost of maintenance, repair, and/or replacement shall constitute a special individual Unit assessment on the Unit owned by such Unit Owner. The determination that such maintenance, repair, and/or replacement is necessary, or has been so caused, shall be made by the Board.
3. In order for the Board to make an informed decision the following must be obtained, at the Unit Owner's expense, and provided to the Board:
 - a. A description of the sewage backflow device including make, model, manufacturer.
 - b. A drawing indicating the proposed location of the sewage backflow device.
 - c. A copy of all applicable permits. Such permits include, but are not limited to, a permit from the City of Stow (if the sewage backflow device is to be located inside the Unit or is to be located in the Limited Common Area within 30 inches of the Unit); a Sewer Permit from the Department of Sanitary Sewer Services; or other required permit.
 - d. Any other information the Board requires to make an informed decision.
4. If the Board approves the Unit Owner's request, the:
 - a. Work must be done, at the Unit Owner's expense, by a contractor who has Worker's Compensation, General Liability Insurance, and any other required insurance.
 - b. Responsibility and cost to maintain, repair, replace, and/or insure the sewage backflow device, upon completion of the project, belong to the current and successive Unit Owners forever.

- c. Unit Owner will be required to:
- i. Reimburse the Association for any damage caused to Limited Common Area during installation.
 - ii. Restore, at the Unit Owner's expense, the Limited Common Area to its pre-installation condition.
 - iii. Inform successive Unit Owners of their responsibility for the installed sewage backflow device.

The balance of this page is intentionally blank.

31. EXTERIOR UNIT DOORS

1. General. Pursuant to the Declarations and Rules and Regulations, the Kames Condominium Association, Inc., (“KAMES”), adopts a standard policy for the architectural control and replacement/repair of all exterior Unit doors. This policy provides general guidance to Unit Owners if:
 - a. It becomes necessary to replace an exterior door; or
 - b. The Unit Owner desires to upgrade an exterior door at their Unit at their expense.

It should be noted in all instances in the matter of exterior doors, Board approval must be given prior to an installation of an exterior door.

2. Front doors. Front doors are the KAMES responsibility to repair or replace with replacement to be based on the recommendation of the KAMES’ Property Manager. Replacement includes the door, frame, jamb, sill, sash, threshold, and key lock mechanism. The Unit Owner is responsible for the handle, knocker, doorbell, or intercom device if applicable. Frame issues arising from the interior of the door frame become the Unit Owner’s responsibility.
 - a. Doors determined by the property manager requiring replacement will be by “same as” original installed doors allowing for inflation. Should such doors be unavailable or undeterminable then the doors will be replaced as a general rule by “like to like” doors determined by the Property Manager.
 - b. Unit Owners seeking an “upgrade” on their front door at their expense are subject to the provisions cited in the general heading of this policy.
 - c. In instances where a front door has to be replaced and the Unit Owner wishes to upgrade, an allowance may be extended to the Unit Owner for the difference between the standard door which would have been installed not to exceed the cost of the installing the cost of the original door.
3. Storm Doors. Storm doors are wholly the responsibility of the Unit Owner for repair or replacement. Storm doors may be either full size in glass or screen or may also be partially in glass and self-storing to screen as the season permits. Storm doors must be either brown, gray, bronze or black.
4. Garage doors. Repair and replacement of garage doors is the responsibility of the KAMES. Unit Owners are not permitted to upgrade or change the colors of their garage doors. Unit Owners are responsible for their remote openers, motor and pull track of the door as well as all tracks, coils and springs. Emergency stops are

also a Unit Owner responsibility. Frame issues requiring repair are a Kames responsibility.

Exterior Garage Man Doors Accessed Inside the Garage to the Exterior. Exterior garage man doors are the KAMES responsibility. Generally, they are brown or gray and are flush doors (no windows). The rule “same as” or “like to like” applies for man doors and applicable rules as seen in the heading of front doors. No upgrades will be permitted for the original man door.

5. Sliding patio/deck doors. Sliding patio/deck doors are the KAMES responsibility. Repair or replacement of the exterior sliding doors will be determined by the property manager. “Same as” and “like to like” standards will be applied as appropriate. Where the original sliding door is not known or no longer available, Provia manufactured doors may be considered their equivalent.

The balance of this page is intentionally blank.

32. MONTHLY MEETINGS

In accordance with the authority granted to the KAMES Board of Directors by the By-Laws, Article IV, Board of Directors, Section 7, Regular Meetings, the KAMES Board of Directors has established the following procedures for Monthly Meetings.

1) **Dates and Times.**

- a) The dates of monthly meetings shall be announced in advance and shall normally be the third Thursday of each month.
- b) The starting time of the monthly meetings shall be announced in advanced and shall start promptly at 8:30 am for morning meetings or 7:00 pm for evening meetings.

2) **Order of Business.** Monthly business meetings of the KAMES Board of Directors shall be conducted with the customary decorum of business meetings and shall normally be in the following order:

- a) Call Meeting to Order
- b) Approval of minutes of prior meeting(s)
- c) Delivery of Financial Report
- d) Reports of Committees
- e) Updates of Projects
- f) Completion of Unfinished Business
- g) Conduct of New Business
- h) Announcement of Next Board Meeting
- i) Adjourn

3) **Conduct of Business.** It shall be the policy of the KAMES Board of Directors that meetings - other than those conducted under Roberts Rules - shall be conducted with the customary decorum of business meetings which shall normally include:

- a) MOTION
- b) SECOND
- c) AMENDMENT, if any; and vote to adopt or reject the amendment with discussion of the amendment at the Chair's discretion
- d) DISCUSSION of the motion, if any
- e) VOTE on the motion to affirm, reject, or table the motion.

4) **Roberts Rules of Order.** With full awareness and appreciation of the provisions of the BYLAWS Article III Section 7, it shall be the policy of the KAMES Board of Directors that no meeting shall be conducted by Roberts Rules of Order unless:

- a) It is announced in advance and confirmed on opening the meeting that Roberts Rules shall apply; and

b) A qualified parliamentarian is in attendance at all times during such meeting and acts in support of the Chair.

5) **Open Forum.** An Open Forum shall be available for Unit Owners immediately following each monthly meeting to discuss or clarify concerns or issues. Unit Owners desiring to discuss or clarify concerns or issues must:

- Submit them in writing, via email or regular mail, to the Management Company no later than by close of business three days before the monthly meeting; and
- Request that they be forwarded to the Board for their review.

The Board will review the request to be familiar with the topic. The Open Forum is the time for the Unit Owner to present new concerns to the Board; this means those items previously not addressed at Board meetings or in Board committees.

The Open Forum shall not go beyond ten minutes.

The balance of this page is intentionally blank.

33. ADMINISTRATIVE OFFICER

- A. The authority to establish the position of Administrative Officer granted to the Board in the By-Laws, i.e., Article V Officers, Section 3, *Special Appointments* that states, “The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Accordingly, the position of Administrative Officer is established subject to the following provisions.
- B. The Administrative Officer shall:
- Be filled by an elected Board member.
 - Be active only when the President of the Board is appointed by the Board as a non-voting President.
 - Supplement the duties of the President as needed including calling all Special Board meetings that the President may or may not attend.
 - Have signatory authority for the non-voting President as designated by the Board.
 - Oversee the continuity of Board duties to the Property Manager with the rest of the Board.
 - Liaise with the Property Manager to ensure Board directives are implemented including the preparation of e-mail responses or other communications to Unit Owners as needed.
- C. The position shall be inactive if the Board elects a voting Board member as President.
- D. The Administrative Officer may resign the position, or the Board can vote for any reason to eliminate the position or remove the incumbent and appoint someone else. Nothing in this description should be construed that the Administrative Officer does not work for the Board in the capacity of an Officer.

34. EXTERIOR LIGHTING

The Board recognizes that, according to the Declaration, all exterior light fixtures (except freestanding lampposts serving the Unit) including light bulb replacement are the responsibility of the Unit Owner.² However, architectural control is the responsibility of the Board³ and exterior lighting is therefore subject to the following:

NEW EXTERIOR LIGHTING

- Adding new exterior light fixtures is prohibited without the Board's written approval in advance⁴.
- Fastening a light fixture to the exterior of a Unit using mechanical fasteners that penetrate the paint surface is prohibited.

EXISTING EXTERIOR LIGHTING

- Modifying or replacing the front elevation exterior light fixtures on the Unit is prohibited without the Board's written approval in advance.
- Moving the location of exterior lighting fixtures is prohibited without the Board's written approval in advance.
- Exterior lights are prohibited to be higher than ten feet above the adjacent walking surface.
- All exterior lights must be:
 - Fully shielded and pointed downward. Up lighting is prohibited.
 - Only used to light areas for safety purposes and not for decoration.
 - Adequately and properly shielded from other Units and the Common Area such that direct rays from the light source are directed downward and must not cause any visual impairment to passing motorists or shine light onto any neighboring Units.

ACCEPTABLE EXTERIOR LIGHTING

Pathway lights (Malibu Lights): Pathway lights are prohibited to be placed on the Condominium Property unless approved in writing by the Board. Pathway lighting may be used to light dark areas, where needed, along sidewalks and steps. Pathway lights must be LED and not exceed 100-200 lumens. Pathway lighting must

² Article IX Maintenance, Repair and Replacement, Sec. 2 Unit Owner Responsibility, para. (b)

³ Article III, Purposes; Restrictions, Sec. 2 Restrictions, para. (o)

⁴ The Board's written approval must be obtained before installation can begin and especially if/when using mechanical fasteners that penetrate the surface.

be minimized with lights cast downward with a minimum spacing of three (3) feet between fixtures.

Concealed Light Source: The light bulb for any exterior lighting must not be visible from the sides of the light fixture. The opacity of the fixture will be reviewed on a case-by-case basis.

Floodlights: Are prohibited without written Board approval and will only be approved to be used in recessed soffit fixtures that shield the light source provided the light is directed straight down and may not exceed 1300 lumens (the equivalent of a 100 watt incandescent bulb).

Motion Detectors: The automatic light durational setting must not exceed twenty minutes and the sensitivity to movement must be properly adjusted so as not to create an annoyance. The light must not exceed 700 lumens (the equivalent of a 60 watt incandescent bulb).

Spotlights: Of any type are not permitted.

MOTION SENSOR LIGHTING

- Must be installed so that it is not triggered by cars, pedestrians or other objects passing by on the street or sidewalk.
- Requires the Board's written approval in advance.
- Must not impose any light to other Units.
- If allowed, will only be allowed to operate on a motion detector and stay lit for maximum of twenty (20) continuous minutes.
- Are prohibited to be installed higher than ten (10) feet above original pad grade.
- Must meet the requirement of shielding of the light sources.
- May not be used for general illumination.
- If problems with motion sensor lights occur, the Board reserves the right to require that the fixtures be disconnected.

Any fixture that fails to meet the above specifications must be replaced. The Board reserves the right to evaluate lights deemed unduly bright that create a nuisance to adjacent owners or as the result of a lighting complaint received.

Safety considerations will be balanced against aesthetic/nuisance considerations in applying these restrictions.

All lights installed on the exterior of a Unit or in the Limited Common Element must be adequately and properly shielded from other Units and the Common Elements, such that direct rays from the light source are directed downward. All

lights installed on the exterior of a Unit are required to produce a consistent white light. Unit Owners are prohibited to allow exterior light fixtures to become broken, tattered, containing peeling paint or rust, or inoperable.

String Lights of any type are not permitted in the KAMES either on the exterior of a Unit or in the Limited Common Elements or the Common Elements.

Lighting of any type may not be attached to gutters, soffits, or downspouts.

Any lighting installation determined by the Board of Directors to be a nuisance or otherwise in violation of the above standards must be removed.

The following table is provided for comparison.

Lumens to Watts Conversion					
Brightness In Lumens	220+	400+	700+	900+	1300+
Incandescent	25 W	40 W	60 W	75 W	100 W
Halogen	18 W	28 W	42 W	53 W	70 W
CFL	5 W	9 W	12 W	15 W	20 W
LED	4 W	6 W	10 W	13 W	18 W

This balance of this page is intentionally blank.

Appendix I - Forms

KAMES CONDOMINIUM ASSOCIATION, INC.

Forms

The following forms have been placed on the Management Company's portal for all Unit Owners. All completed forms are to be submitted to the Management Company. It is recommended that Unit Owners check the Management Company's Caliber portal for a complete and current list of forms.

Form Name

Clubhouse Reservation

Complaint

Landscape Change Request

Owner/Occupant Information

Pet Agreement

Radon Mitigation

Request to Inspect Records

Appendix II - Board of Directors' Code of Conduct

Code of Ethics & Rules of Conduct for Board Members

The Board of Directors of the **Kames Condominium Association** has adopted the following rules of conduct, standards of behavior, ethical rules, and enforcement procedures that are applicable to all serving the commUnity:

1. Violations of this Code of Ethics and Rules of Conduct may result in the remaining board members requesting the resignation of the offending member.
2. Each new board member will be given a copy of this document and will be asked to acknowledge that they received it, read it, and agree to abide by it.
3. Board members agree to abide by all association rules and be current in the payment of all association fees and assessments.
4. No gifts of any type will be accepted from any owner, resident, contractor or supplier including a discounted price for service not available to all Unit Owners.
5. No drugs or alcohol will be used during association or board meetings.
6. It is understood that differences of opinion will exist. They should be expressed in a clear and businesslike fashion. Confidentiality of other board members' opinions will be respected, and not criticized outside of a board meeting. The board is a team and will not criticize one of its own outside the confines of the board meeting.
7. Dissenting votes will be reflected within the official minutes of the association. A dissenting board member is always permitted to put into writing the reasons for the dissenting opinion and have the writing attached to meeting minutes.
8. Language at board meetings will be kept professional. Yelling, swearing and/or personal attacks against fellow board members, the property manager, contractors, owners, or residents is prohibited.
9. Board members agree not to make promises or assurances to any owner, resident, contractor, subcontractor, supplier, or anyone else unless the promise or assurance was approved by the board as a whole.
10. A board member will not knowingly misrepresent facts to anyone involved regarding any issue within the commUnity.
11. No board member may use his/her position to enhance his/her financial status through the use of certain contractors or suppliers or in any other manner

whatsoever. Any potential conflict of interest must be immediately disclosed.

12. No contributions will be made to any political parties or political candidates by the association.
13. No board member will harass, threaten, or attempt through any means to control or instill fear in fellow board members, the property manager, a member of the staff or any owner/resident.
14. Confidentiality of other board members' personal lives, all residents' personal lives, the property managers' personal lives, as well as employees' personal lives, will be respected and preserved by the board members.
15. No board member will interfere with the duties of the property manager, contractor, or any staff member.
16. Any board member under investigation for a felony will request a leave of absence from the board of directors during the investigation and trial period. Any board member convicted of a felony will immediately resign.
17. The board will use its best efforts at all times to operate and make decisions that are consistent with high ethical principles, and to protect the safety of the residents and enhance the value of the property.

I hereby acknowledge receipt of this Code of Ethics and Rules of Conduct for Board Members and agree to abide by its terms.

Signed: _____ Date: _____

Adopted: April 2010

Revised (para 4): March 2018

Appendix III – Committee Charters

Charter for the LANDSCAPE Committee

Mission Statement: The Landscape Committee serves on behalf of the property owners of the Kames Condominium Association to make recommendations to the Board of Directors and Property Manager ways to continuously preserve, maintain and enhance the landscaping of the KAMES.

Objectives of the Landscape Committee shall be to:

- Advise and assist the Board on all matters concerning the landscaping of the common and limited common areas of the Association.
- Conduct regularly scheduled walkthroughs of the KAMES and advise the Board regarding required/suggested improvements.
- Make recommendations to the Board about plants, shrubs or flowers that are appropriate for the Common Elements.

Membership in the Landscape Committee is open to all members of the KAMES CommUnity and is welcomed but shall consist of no more than five members at any one time. Interested Unit Owners should contact any Board member or the Property Manager. The Board reserves the right to approve or remove a Unit Owner from participation as a member of the Landscape Committee.

- The Board shall appoint the Chair of the committee and all committee members. The committee can recommend Unit Owners to the Board for appointment.
- Committee members appointed may be members of the Board of Directors and/or any other Association Committee.
- Members appointed to the committee must be members of the Association in good standing.
- Members shall serve for a one-year term.

Meeting Dates and Times: Meetings may be scheduled at the convenience of the Landscape Chair and may be either open or closed to Unit Owners. Scheduled open meetings will be announced with sufficient advance notice so that Unit Owners may attend.

Record Keeping: The Committee shall keep adequate records of its meetings and events. Meeting reports may be delivered to the Board at the monthly meetings and shall be posted on the KAMES website.

Committee Authority: The Committee shall have the authority to gather data to prepare recommendations, and, when authorized by the Board, to assist the Board in contractor vetting and contract negotiations.

Removal and Dissolution. The Board of Directors may remove any Committee member, including the Chairperson, at any time, with or without cause solely at the discretion of the Board. The Board of Directors may disband this Committee at any time for any reason with or without giving advance notice. The Committee may make recommendations to the Board of Directors regarding removal of Committee members.

Notice. Nothing in this Charter can be modified, changed, or deleted from the Charter of the Landscape Committee without prior notice and discussion with the Landscape Committee and the KAMES Board of Directors.

Charter for the POOL & CLUBHOUSE Committee

The Board establishes a committee to oversee the Pool & Clubhouse. The authority to establish the committee is granted to the Board under the By-Laws Article VI, Committees to “appoint such other committees as it deems appropriate in carrying out its purposes”.

Title. The title of the committee shall be the “Pool & Clubhouse Committee”.

Purpose(s). To recommend ways to continuously preserve, maintain and enhance the Pool & Clubhouse of the KAMES Condominium Association, Inc., and to act as advisors to the KAMES Board of Directors regarding the repair, maintenance, and replacement of all property of the KAMES Pool & Clubhouse.

Budget. To carry out the committee’s purpose, the Board will include sufficient funds in the Operating Budget and in the Reserve Fund amounts to repair or replace assets on a timely basis. The Chair or committee members will be reimbursed for expenses incurred when supported by actual receipts and when authorized by the Chair or the Board.

Membership. The Pool & Clubhouse Committee is open to all Unit Owners of the KAMES CommUnity. Interested Unit Owners should contact any Board member or the Property Manager. The Board reserves the right to approve or remove a Unit Owner from participation as a member of the Pool & Clubhouse Committee.

- The Board shall appoint the Chair of the committee and all committee members. The committee can recommend Unit Owners to the Board for appointment.
- Committee members appointed may be members of the Board of Directors and or any other Association Committee.
- Members appointed to the committee must be members of the Association in good standing.
- Members shall serve for a one-year term.

Meeting Dates and Times. Meetings of the Pool & Clubhouse Committee shall be scheduled, as needed, by the Chair.

Record Keeping. The Committee shall keep adequate records of its meetings. The Chair of the Pool & Clubhouse Committee shall report the highlights of Pool &

Clubhouse Committee meetings and events to the Board at the monthly Board meetings.

Committee's Authority. The Committee shall have the authority to gather data to prepare recommendations, and, when authorized by the Board, to assist the Board in contractor vetting and contract negotiations.

Removal and Dissolution. The Board of Directors may remove any Committee member, including the Chairperson, at any time, with or without cause and solely at the discretion of the Board. The Board of Directors may disband this Committee at any time for any reason with or without giving advance notice. The Committee may make recommendations to the Board of Directors regarding removal of a Committee member.

Notice. Nothing in this Charter can be modified, changed, or deleted from the Charter of the Pool & Clubhouse Committee without prior notice and discussion with the Pool &

Charter for the PROPERTY DEVELOPMENT Committee

The Board establishes a committee to oversee the development of all property of the KAMES. The authority to establish the committee is granted to the Board under the By-Laws Article VI, Committees to “appoint such other committees as it deems appropriate in carrying out its purposes”.

Title. The title of the committee shall be the “Property Development Committee” and may be referred to as the “PDC”.

Purpose(s). TO act as advisors to the KAMES Board of Directors regarding the repair, maintenance, and replacement of all property of the KAMES Condominium Association, Inc., including, but not limited to, Units’ exterior maintenance, architectural control, siding, painting, decks, privacy fences, exterior chimneys, roofs, street maintenance, and issues involving patios, concrete and asphalt driveways, walkways, and snow removal.

In all instances and with no exceptions should the Board either individually or collectively rely on the PDC, in part or as whole, rely on the PDC to act in the Board’s stead. The Board remains the sole legal authority for carrying out its fiduciary and legal obligations to the KAMES and/or its governing documents. Due diligence is the sole responsibility of the Board and is not delegated to the PDC.

Budget. To carry out the committee’s purpose, the Board will include sufficient funds in the Operating Budget and in the Reserve Fund amounts to repair or replace assets on a timely basis. The Chair or committee members will be reimbursed for expenses incurred when supported by actual receipts and when authorized by the Chair or the Board.

Membership. The PDC is open to all Unit Owners of the KAMES CommUnity. Interested Unit Owners should contact any Board member or the Property Manager. The Board reserves the right to approve or remove a Unit Owner from participation as a member of the PDC.

- The Board shall appoint the Chair of the committee and all committee members. The committee can recommend Unit Owners to the Board for appointment.
- Committee members appointed may be members of the Board of Directors and or any other Association Committee.
- Members appointed to the committee must be members of the Association in good standing.

- Members shall serve for a one-year term.

Meeting Dates and Times. Meetings of the PDC, open to all Unit Owners, are scheduled the first Wednesday of the month usually at 7 pm in the Clubhouse. Unit Owners are encouraged to attend. The agenda shall be posted on the property manager's website, Caliber, prior to the meeting.

While the PDC follows the posted agenda and welcomes comments or questions about what is being discussed, time may be provided for Unit Owners to bring up issues particular to their Unit or of general concern. From time to time, however, meetings of the PDC may be open only to PDC members.

Record Keeping. The Committee shall keep adequate records of its meetings. Minutes of all PDC meetings will be provided to the Board and to PDC members, but only minutes of Open Meetings shall be posted on a website designated by the Board generally in the following week of the Open Meeting. The Chair of the PDC shall report the highlights of the PDC Meeting at the monthly Board Meeting and any follow up information if available.

Committee's Authority. The Committee shall have the authority to gather data to prepare recommendations, and, when authorized by the Board, to assist the Board in contractor vetting and contract negotiations.

Special Projects. From time to time, the Board may request the PDC to undertake projects outside the scope of the PDC Charter. Should the PDC elect to assist the Board with these requests, the project is subject to all the terms and conditions of this Charter. Projects may be a one time or a seasonal event.

All projects proposed by the Board and accepted by the PDC shall be reflected in Board minutes. The Board reserves the right to amend, modify, delay, or cancel any project at its discretion.

Notice. Nothing in this Charter can be modified, changed, or deleted from the Charter of the PDC Committee without prior notice and discussion with the PDC Committee and the KAMES Board of Directors.

Charter for the SOCIAL Committee

The Board establishes a committee to encourage social interaction among Unit Owners of the KAMES. The authority to establish the committee is granted to the Board under the By-Laws Article VI, Committees to “appoint such other committees as it deems appropriate in carrying out its purposes”.

Title. The title of the committee shall be the “Social Committee”.

Purpose(s). To plan and host social events for Unit Owners of the KAMES Condominium Association, Inc.

Budget. Per the Declaration, no funding is to be provided in the KAMES Annual budget for the Social Committee.

Membership. The Social Committee is open to all Unit Owners of the KAMES CommUnity. Interested Unit Owners should contact any Board member or the Property Manager. The Board reserves the right to approve or remove a Unit Owner from participation as a member of the Social Committee.

- The Board shall appoint the Chair of the committee and all committee members. The committee can recommend Unit Owners to the Board for appointment.
- Committee members appointed may be members of the Board of Directors and or any other Association Committee.
- Members appointed to the committee must be members of the Association in good standing.
- Members shall serve for a one-year term.

Meeting Dates and Times. Meetings of the Social Committee shall be scheduled, as needed, by the Chair.

Record Keeping. The Committee shall keep adequate records of its meetings. The Chair of the Social Committee shall report the highlights of Social Committee meetings and events to the Board Liaison for reporting at the monthly Board meetings.

Committee’s Authority. The Committee shall have the authority to plan social events for the benefit of all KAMES Unit Owners.

Removal and Dissolution. The Board of Directors may remove any Committee member, including the Chairperson, at any time, with or without cause and solely at the discretion of the Board. The Board of Directors may disband this

Committee at any time for any reason with or without giving advance notice. The Committee may make recommendations to the Board of Directors regarding removal of a Committee member.

Notice. Nothing in this Charter can be modified, changed, or deleted from the Charter of the Social Committee without prior notice and discussion with the Social Committee and the KAMES Board of Directors.