THE KAMES
CONDOMINIUM ASSOCIATION, INC.
STOW, OHIO

RULES and REGULATIONS
March 2010

As Revised Per
Schedule of Revisions
On Page ii

Rules and Regulations
The Kames Condominium Association, Inc., Stow, OH
March 2010 – Updated/Revised February 2018
## Schedule of Revisions

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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.
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1. **Animals**

Control of dogs is a balancing act and one of common sense. Dog 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 dogs. Our intent is to have rules that allow for some degree of freedom for the dogs while not encroaching on other unit owners.

A. Dogs, excluding any vicious dogs, cats and other commonly recognized household pets are permitted to be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose. Before housing any pet(s) in their Unit, pet owners are required to sign a Pet Permission Agreement and receive prior written Board approval to bring the pet(s) on the Condominium Property.

B. Vicious dogs are prohibited from being kept, bred or maintained in a Unit or on the Condominium Property. A “vicious dog” means a dog that:
   
   a. Caused injury, including death, to any person or
   
   b. Has killed another dog or
   
   c. Any breeds such as Doberman, Rottweiler, Presa Canario, or any dog commonly known as a pit bull.

C. Pets (dogs, cats, birds, etc.) must be kept under control at all times.

D. At no time may the pet be chained outside of the unit if there is no one in or around the unit to monitor the pet’s actions. A pet may be chained outside if it is monitored. Monitoring means that a responsible individual must be close enough to the animal to respond to any problems that may arise with the animal. If a pet is chained, 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.

E. Pets must be 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.

F. While walking pets, pet owners shall use the paved portions of the Common Elements.

G. Pet owners are responsible for the immediate and complete clean-up of their pet’s waste.

H. Pet owners must supervise their pets in a manner that prevents them from creating a nuisance, unreasonable disturbance, property damage or personal injury.
I. Excessive barking or other animal noises, whether indoors or outdoors, that disturbs another resident is prohibited.

J. The owner must carry liability insurance for any pet(s) that goes outside the Unit.

Adopted: 02/21/08
Amended: 05/20/09

2. SATTELITE 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.

Revised: 11/19/09
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.

Amended: 09/02/09; 6/16/16

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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 postmarked 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.

C. An administrative late fee shall be charged for any regular assessment payment not postmarked 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:
   
   a. Interest owed to the Association.
   
   b. Administrative late fees owed to the Association.
   
   c. Collection costs, attorney’s fees and paralegal fees incurred by the Association.
   
   d. Oldest principal amounts the Unit Owner owes the Association for the common expenses, enforcement or other assessments, and any other 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.

Adopted: 11/19/09
Amended: 6/15/17 (paragraphs D and E)

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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.

6. **EXTERIORS**

Rule 6 – “EXTERIORS" is deleted and combined with Rule – 21 “VISIBLE AREAS”.

Adopted: 11/17/08

7. **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. (Added 2/15/18).

8. **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.
9. **MAINTENANCE, REPAIR AND REPLACEMENT**

**Association Responsibility**

Except as otherwise expressly provided herein, the Association shall reasonably maintain repair, replace and keep in a state of good working order, condition and repair:

- The Common Elements,
- The Limited Common Elements, and
- The following items whether defined as Common Elements, Limited Common Elements or part of the Unit.

1. Exterior kitchen, toilet and furnace stacks or vents which protrude through the roof.
2. Painting of side venting exterior vents which protrude through perimeter walls.
3. Chimneys, chimney caps and chimney screens.
4. Exterior caulking, flashing and painting of windows.
5. Garage doors, garage man-doors, exterior sliding glass doors and entry doors to the Units, except any door entering the unit from the garage. Door locks installed by the developer. Door frames, sills, sashes, jambs and thresholds thereof.
6. All landscaping on the Condominium Property. Replacement of landscaping as the Board determines is appropriate.
7. All perimeter and privacy fencing on the Condominium Property.
8. Driveway and walkway areas including reasonable snow and ice removal.
10. Limited Common Element improvements and installations whether installed by the Developer or Association including but not limited to patios, decks, benches, screened-in porches, pergolas, gazebos, wood and concrete front stoops, railings and retaining walls.
11. All utility lines (gas, electric, water or otherwise) and related facilities serving more than one Unit or located in the Common Elements but not including the meter and/or shutoff valve serving only one Unit.
12. Unit address numbers.
13. Exterior extermination services as reasonably determined by the Board.
**Unit Owner Responsibility**

Except as otherwise expressly provided herein, each Unit Owner shall, at their sole cost, maintain, repair, replace and keep in a state of good working order, condition and repair:

- Their Unit and all components thereof, and
- All the following items.

1. Side venting exterior vents and side venting furnace vents, which protrude through perimeter walls (except painting).
2. Garage heaters and vents
3. Interior chimneys and chimney flues.
4. Exterior door locks installed by the Unit Owner.
5. Interior of all garage doors, garage man-doors, sliding glass and entry doors.
6. Garage door openers and all related garage door mechanisms and components.
7. Screen and storm doors.
8. Door bells, knockers and intercom systems.
9. Landscape improvements (permitted by Board rule) that are made by Unit Owners within fenced-in or Limited Common Element adjacent to their respective Unit.
10. Additional cost to change driveway surface (asphalt to concrete) at Unit Owners request.
11. Screens and screen doors that are part of any screened-in enclosure.
12. Interior Unit doors including any door entering the unit from the garage, and all windows, including skylights and screens. The frames, sashes, jambs, and hardware thereof.
13. All exterior light fixtures (except freestanding lampposts serving the Unit) including light bulb replacement.
14. Exterior electrical outlets and electrical lines serving outdoor electrical fixtures.
15. Exterior water faucets and hoses and plumbing lines serving the outdoor water faucet.
16. Sump pump located within the Unit or serving the Unit.
17. All wall and ceiling drywall and insulation serving the Unit.
18. Mailbox, mail-slot, drop off box or similar item installed by the Unit Owner.
19. All utility lines (gas, electric, water or otherwise) and related facilities located within the bounds of the Unit and serving only the Unit.
20. Any utility meter and/or shutoff valve serving only one Unit whether located within or outside the bounds of the Unit.
21. Sprinkler system and all related components serving the Common Element and Limited Common Element adjacent to the Unit whether installed by the Developer or Unit Owner.
22. Any interior or exterior heating and cooling equipment and related hardware, ducts and other fixtures serving only the Unit.
23. Concrete pad on which the air-conditioner or other equipment is located.

10. **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.

11. **Insurance For Damage**

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

B. 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: (i) the negligence of the Association or (ii) a casualty.

C. The Board may elect to not 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.

D. For anything other than B(i) and B(ii) above, 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.

E. Each Unit Owner may wish to pursue appropriate casualty insurance coverage under his/her condominium casualty insurance policy.
12. **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.

Adopted: 11/19/07
Paragraph D entirely replaced: 6/10/17

13. **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.

14. **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
15. **NOISE**

1. A. 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. B. Any noise that disturbs other residents is prohibited.

16. **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.
17. **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.

18. **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
19. **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.

20. **VEHICLES AND PARKING**

A. Parking of trucks, trailers, motor homes, boats, or inoperable vehicles is prohibited on Kames property except in an emergency which shall not exceed three (3) days.

B. Automobiles shall be parked in driveways or striped, paved parking areas, not in unstriped turnarounds or next to or in front of any mailbox.

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 workmen 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.

21. **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.
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 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.

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. 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.

Adopted: 01/17/08

22. **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.

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. Persons under 14 years of age must be accompanied by an adult resident at all times.

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.

Articles 2, 4 & 5 – Amended: 11/17/08
23. **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 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 as 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 9:00 AM 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.

Adopted: 03/19/09
Amended: 03/26/09
Amended: 02/15/18
24. **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 attached Complaint Form provides for the information to be included in the written complaint. Additional copies of this form are available from the Management Company.

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.

25. **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, per day, MAY be levied by the Board against a Unit Owner in violation.

E. Prior to the imposition of an enforcement assessment for a violation, the following procedure shall be followed:
1. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
   
a. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
   
b. A description of the property damage or violation; and
   
c. The amount of the proposed charge and/or enforcement assessment; and
   
d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. To request a hearing, the Unit Owner must submit a written “Request for a Hearing” notice which must be received by the Board no later than the tenth day after receiving the notice required by Item E-1 above.
   
a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the board shall provide the owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed; and........
   
b. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. The hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board decision and any enforcement assessment imposed within thirty (30) days of the hearing.

3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.
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<tr>
<th>Nature of Complaint (i.e., Pet, Noise, Vehicle, etc)</th>
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<tr>
<td>Location</td>
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<td>Number of Occurrences</td>
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<td>Date(s) of Violation</td>
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<td>Time(s) of Violation</td>
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<td>Names of Offender (if known)</td>
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<td>Unit Address (if known)</td>
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<td>Details (Please be specific)</td>
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<tr>
<th>Was any attempt made to resolve this Problem?</th>
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<td>If “Yes”. What were the results?</td>
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<td>Date</td>
<td>Your Signature</td>
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<td>Association or Manager</td>
<td>Your Address &amp; Unit Number</td>
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<th>Disposition</th>
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26. **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 Association’s 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.
27. **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 has now updated and expanded the form. The Residential Property Disclosure Form is available from any Real Estate sales agency. Specifically, the new form, which is required as of January 1, 2004, adds two pertinent 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.

28. **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

29. **LANDSCAPE CONTROL**

Rule 29 – “LANDSCAPE CONTROL” is deleted and combined with Rule – 12 “LANDSCAPING” (See pages 7-8)

Adopted: 11/19/07

30. **POST LAMPS**

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. The Association is responsible for the repair and maintenance of the lamp including replacing the bulbs when necessary. It is the responsibility of the Unit Owners to provide and maintain the electrical energy for the lamp that serves their particular Unit. The Association is responsible for the wiring leading to the unit and the Unit Owner is responsible for the wiring within the Unit.

Adopted: 08/19/10

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31. **Records Request Policy**

1. **Records Available for Inspection**
   
   A. The records available for inspection and/or copying are as follows:
   
   B. The Association’s Board may withhold from inspection any records that in its reasonable business judgment would:
      
      1. Constitute an unwarranted invasion of privacy;
      
      2. Constitute privileged information under the attorney-client privilege;
      
      3. Involve pending of anticipated litigation or contract negotiations; and/or
      
      4. Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee.

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.

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 Association'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, owners shall be provided meeting minutes at no charge.

B. Other than meeting minutes, the owner shall pay $0.12 per page for copying regular or legal sized records. In addition, the owner shall pay a minimum clerical fee of $25.00 for the copying of pages 1 through 50, plus an additional clerical fee of $10.00 for every increment of 50 pages copied thereafter.

C. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The owner shall pay $50.00 per hour in half hour increments for staff attendance at the records inspection.

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 sale discretion, require advance payment.

Adopted: 07/21/2011
KAMES CONDOMINIUM ASSOCIATION, INC

REQUEST TO INSPECT RECORDS

Instructions:

This request form must be completed by any owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the owner shall be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the owner provide the reason for each record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some of the documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Inspections of the Association’s records shall take place during normal business hours at the Management Company office.

Copying charges shall be $0.12 per page and a minimum clerical fee of $25.00 for copying pages 1 through 50 plus an additional fee of $10.00 for every increment of 50 copies copied thereafter. The actual cost of mailing charges will also be the owner’s responsibility. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. You, the Owner agree to pay $50.00 per hour in half hour increments for staff attendance at the records inspection. All inspection, copying and mailing charges will be assessed to the owner’s account and/or paid in advanced as the Board shall determine.

This form must be completed in full, signed and dated in order to process the request.

If the request is made through an owner’s agent or attorney, please attach hereto a copy of the owner’s signed authorization of the agent or attorney’s appointment.

Please list on the form the Association records you wish to inspect. In addition, for each record listed, please state the reason and purpose for the inspection request. If additional room in needed, please attach a sheet hereto:
### Kames Condominium Association, Inc

#### Request To Inspect Records

<table>
<thead>
<tr>
<th>Record Requested</th>
<th>Requested Reason and Purpose of the Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

**Preferred Inspection Date(s) and Time(s)**

**Do you anticipate making copies of any records to be inspected?**

Yes ____  No ____

**If you prefer receipt of copies of the records listed above via regular U.S. Mail to an actual inspection, please check here**

Yes ____

**Requests for mailed copies of records will be filled within _______ business days of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed @ 25.00, do you wish to receive a total estimate of the charges before receiving the requested records?**

Yes ____  No ____

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than as stated above. I agree to indemnify, defend, and hold the Kames Condominium Association, its Board Members, its managing agent and their respective successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board.

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Date of Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Owner Signature**

Adopted: 07/21/2011

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Rules and Regulations
The Kames Condominium Association, Inc., Stow, OH
March 2010 – Updated/Revised February 2018
32. **Sewage Backflow Device**

A. 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.

B. 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.

C. 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.

D. 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.
Appendix I - Forms
Kames Condominium Association, Inc.
Clubhouse Reservation Form

<table>
<thead>
<tr>
<th>Reservation</th>
<th>From</th>
<th>To</th>
<th>Guests Expected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dates</td>
<td></td>
<td></td>
<td>Unit Owners</td>
</tr>
<tr>
<td>Times</td>
<td></td>
<td></td>
<td>Others</td>
</tr>
<tr>
<td>Nature of Function</td>
<td></td>
<td>Total (Max. 45)</td>
<td></td>
</tr>
</tbody>
</table>

Unit Owner Name and Address

<table>
<thead>
<tr>
<th>Pool.</th>
<th>The pool is open for use is from Memorial Day weekend through the first weekend after Labor Day. Please be sure to read the pool rules before using the pool.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Number of guests using pool _______. If more than four, permission is required beforehand in writing from the management company or the Kames Board.</td>
</tr>
<tr>
<td>Grill.</td>
<td>Per the city of Stow's fire code, the grill must be used at least 15 feet away from Clubhouse. The grill must be cleaned after its use.</td>
</tr>
</tbody>
</table>

Please complete this form and return it to the management company at the address below with separate checks, payable to the Kames Condominium Association, in the amounts of:

- $40.00 for the Rental Fee
- $50.00 for the Cleaning Deposit

Please mail all to: Associated Property Management, LLC
Attn: Shannon Kerstetter, Property Manager
5090 Park Avenue West
Seville, OH Seville, OH  44273

I, the undersigned, have read the Kames Condominium Association Rules and Regulations, understand them and take full responsibility for following them as well ensuring my guests comply with them while using the facilities. I understand and agree to reimburse the Kames Condominium Association for all loss or damage caused by me or my guests during my reservation period. I understand that as an owner I am contractually obligated to be present at all times during the reservation period and this obligation cannot be delegated or negated by absence for any period of time.

Owner Signature

Date

Forms · Rules and Regulations
The Kames Condominium Association, Inc., Stow, OH
March 2010 – Updated/Revised February 2018