

***RULES AND REGULATIONS***

***FOR***

***ENJOYING CONDOMINIUM LIFE***

***IN THE***

***RESERVES OF AURORA CONDOMINIUM ASSOCIATION***

Revised January, 2013

**WELCOME** to the Reserves of Aurora Condominium Association (ROACA). Your volunteer Board of Directors invites you to enjoy your home, neighbors, and the available amenities at **ROACA**. Please get to know us better by attending the open Board meeting. The schedule of Board meetings is mailed yearly and may also be found posted in the entryway of the Clubhouse and on your web site ([www.reservesofauroraohio.com](http://www.reservesofauroraohio.com)). All residents are encouraged to volunteer on one of our committees. There are also social events scheduled throughout the year! We look forward to meeting you.

**OUR VISION** is to develop and maintain a community atmosphere where residents feel safe, secure and content in their surroundings. We will have achieved our *vision* when the ROACA is presented by real estate agents as one of the best condominium values in the Aurora area. We encourage a diverse representation of adults, children and interests.

**IN ORDER** to retain such an atmosphere, a set of rules has been established that pertain strictly to living in the Reserves. These are common sense rules that take into consideration the health, safety and comfort of all our residents. The rules are based on the Reserves of Aurora Condominium Unit Owner's Association Declaration and Bylaws. We hope you will find them reasonable and will cooperate by upholding them.

**WE ASK** that you keep this booklet handy and that you refer to it when necessary. Complete information is contained in the Reserves of Aurora Condominium Unit Owners's ROACA Declaration and Bylaws as recorded at the Portage County Recorder's Office. Copies may be obtained at a cost from the Management Company or from the Portage County Recorder's Office. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company.

**THANK YOU,**

**The Board of Directors  
of  
The Reserves of Aurora Condominium Owners Association, Inc. (ROACOA)  
Aurora, Ohio**

**IMPORTANT NOTE:** It is **HIGHLY** recommended that all Unit Owners read and familiarize themselves with the Bylaws found in the Declarations given each owner at the time of closing. Also, this book and all pages of the Declarations must be retained in each Unit and transferred to any future Unit Owners. **DO NOT DISCARD OR DESTROY.**

## INTRODUCTION

**ROACA is a condominium community in the City of Aurora** consisting of 126 homes (“Units”), of which there are: 50 detached, 56 attached, and 20 town homes. The community is nestled within sloping, rolling terrain, ponds, wooded walking trail, a nature preserve and natural ravines. Wooded views are enjoyed by all properties.

Condominium living has advantages which attracts homeowners. It also requires commitment to harmonious cooperation and a sincere effort to follow the Rules and Regulations by all homeowners if we are to reach our *Vision*. One of the major responsibilities of the ROACA Board is to assure conformance to these guidelines.

**In November of each year**, a five-member volunteer Board of Directors is elected by current homeowners to manage the affairs of the ROACA. The Directors have a duty to operate the ROACA (“Unit Owners”) within Ohio law, Declarations, and Bylaws while continually moving the community toward the ROACA *Vision*. Minutes of Board meetings are posted on the bulletin board in the Club House for a period of 6 months and on our web site.

## CHANNELS OF COMMUNICATION

The Board of Directors/Officers serve without compensation and is responsible for making the decisions affecting our property. These decisions are made at Board meetings. In between Board meetings, the Directors rely 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 by telephone, in writing, or by email. In case of an emergency, such as fire or theft, you should contact the Aurora fire/police departments.

The Board requests and appreciates your cooperation in respecting that the Board of Directors are not employees and should not be contacted directly on Association matters outside of Board meetings. Board Directors are not individually responsible for resolving Association matters and will only decide issues brought to their attention by 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.

## **DISCLAIMER**

**The Reserves of Aurora Condominium Association, Inc. (hereinafter referred to as ROACA) is an Ohio non-profit corporation which has the responsibility to operate within Ohio Condominium Laws and the Declaration of Condominium Ownership and By-Laws (hereinafter referred to as the Declarations and Bylaws) as recorded in volume 0184, page 5212 et seq. Of the Portage County Records. There is a tough enforcement process backed up by solid, legal precedent. The Declarations and Bylaws present a framework within which each homeowner has agreed to conduct their condominium life.**

**Should there be an inadvertent discrepancy between what is expressed in the booklet and the recorded documents, the Declaration and/or Bylaws shall govern. The ROACA retains a law firm that focuses its practice in community association law to advise the Directors and execute matters requiring legal action.**

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## RULES AN REGULATIONS FOR ROACA

### **D) DEFINITIONS**

As Found in the Declarations and Bylaws for the Reserves of Aurora Condominium Association

**A) UNIT:** a PART OF THE Condominium Property consisting of several rooms, in other words, our homes.

1. Specifically, a Unit consists of all the space, and contents, bounded by the dry-walled interior surfaces of the exterior walls, floors and ceiling.

**B) UNIT OWNER:** A person who has an ownership interest in a Unit, i.e. the home owner(s).

**C) COMMON ELEMENT:** (Note: Ohio House Bill 135 changed the wording of common area to common “element”): In relation to a Unit, Common Elements include, but are not limited to: roofs, foundations, supporting walls, siding, and driveways. Common Elements are owned by all Unit Owners as a group, in accordance with their percentage of undivided interest. However the Association has jurisdiction over how the Common Elements will be maintained and used.

1. Other Common Elements of the Association are the land surrounding every Unit, plus the entrances to the Reserves of Aurora, non-dedicated streets, ponds, nature trail, clubhouse, and pool. All Unit Owners own an undivided share of the Common Elements.
2. The Common Elements are for the use and enjoyment of all residents. Therefore, everyone must be considerate in their use of these areas.
3. Each Unit Owner must report to the Management Company, the need for any repairs of Common Elements that are the obligation of the Association to repair or maintain.

**D) LIMITED COMMON ELEMENT:** The Unit Owner has exclusive use of the areas included in this definition. “Limited Common Elements” are defined as those parts of the Common Elements that are designed and built specifically for use by individual Unit Owners, guests, and/or tenants.

1. Examples are Unit balconies, decks, patios, porches, exterior windows, doors, garage doors, sidewalk to the front entrance, front step (sometimes referred to as a stoop), the external air conditioning compressor, furnace, plumbing, and the electrical panel.
2. These are designated “Common Elements” because they are owned by all Unit Owners together and the Association has control over how they will be maintained.
3. Their complete designation is “Limited Common Element” because they are private and serve an individual condo Unit to the exclusion of other units.
  - a. For example, the deck of the Unit is for the exclusive use of the Unit

Owner, thus the cost to repair and maintain is the responsibility of the Unit Owner. The Association has the right to determine how repairs are to be made and what can be stored or placed on the deck and/or patio.

## **II) ENVIRONMENT OF COMMON ELEMENTS**

### **A) CLUBHOUSE**

Only Unit Owners and Residents may rent the Clubhouse until **12:00 a.m.** for private parties, however, the Unit Owner must sign the contract. The Unit Owner making the reservation must host and be present during the entire function. Any damages done to the Clubhouse would be the responsibility of the person who signed for the rental. Contact Management Company to get contact information for the Clubhouse rental.

### **B) FITNESS ROOM**

The hours of operation for the fitness room are: 8:00 a.m. to 8:00 p.m. The use of the fitness room is for residents of Reserves of Aurora. Guests are permitted with an attending resident. Those using the fitness room are responsible for:

1. Wiping of machines after use
2. Turning off the television
3. Turning off the lights
4. Closing and locking all the doors
5. Disposing of his/her trash in the appropriate receptacle
6. Use of this room and equipment is at your own risk. The Association assumes no liability.

### **C) POOL**

Rules and regulations for resident's use of the swimming pool can be found in Attachment C.

### **D) PONDS**

The ponds are for the enjoyment of all residents.

1. Persons, age 14 and under must be accompanied by an adult 18 years of age when near the pond.
2. Wading, swimming, diving, boating and ice-skating in the pond is prohibited.
3. Fishing in the pond is restricted to Unit Owners and their guests. Barb-less hooks must be used. All fish must be immediately released back into the water.

### **E) CONDOMINIUM ASSOCIATION RESPONSIBILITIES:**

The Association Board of Directors annually assesses each Unit Owner a monthly amount to pay for several services. While this is not a complete listing, it will provide you with some basic

guidelines. The Association is responsible for the reasonable maintenance, repair and/or replacement of the following:

1. Casualty insurance on Common Elements.
2. Common Elements, including all structures and private streets
3. Landscape maintenance including:
  - a. Grass mowing
  - b. Mulch application for original beds adjacent to each Unit every two years
  - c. Exterior pest control
  - d. Bed edging
  - e. Spring and Fall cleanup
  - f. Fertilization
  - g. Insect control, and
  - h. Landscaping of the Common Elements, including the Clubhouse

**Note:** The landscape maintenance policy is available from the Management Company. Neither the Association nor its contractors may be held responsible for damage to personal property left outside during landscaping or lawn mowing. Any use of a Common Element that will or could impede property maintenance, such as lawn mowing, snow removal, fertilization, mulching, or trimming is prohibited.

4. Reasonable snow removal from driveways and private streets - (East Parkway Boulevard is the responsibility of the City of Aurora.)
5. Weekly trash removal, including recycling pick-up.

**F) RULES FOR COMMON ELEMENTS:**

1. Nothing shall be stored in the Common Elements without prior written approval of the Board of Directors.
  - a. "Storing" is defined as leaving anything in the Common Element longer than overnight. This includes, but is not limited to: bicycles, lawnmowers, and basketball hoops.
2. Each Unit Owner is liable for expenses of any maintenance, repair, or replacement made necessary by his/her negligence or by that of any member of his/her family, guests, employees, lessees or agents to the extent that the Association insurance does not cover the total cost of correction.
  - a. This includes, but is not limited to damage to Common Elements caused by service vehicles such as delivery vans, moving vans, and appliance repair trucks.
  - b. Any and all damages to the Common Elements caused by the Unit Owner, guest, or tenant may be repaired or replaced by the Association at the expense of the Unit Owner. It is the Unit Owner's responsibility to seek any reimbursement from the tenant(s) or guest(s).

3. Each Unit Owner is required to water the lawn in the Common Element surrounding his/her Unit during dry periods.
  - a. If a Unit Owner is unable to water the lawn, the Unit Owner is required to inform the Management Company so other arrangements may be made.
4. The placement of any article of personal property in the Common Element is prohibited.
5. Any and all items left in the Common Elements, in addition to all other remedies, may be removed by the Association and stored or disposed of at the Unit Owner's expense.
6. Oils, solvents, paints, chemicals or volatile/flammable materials must not be poured or allowed to spill or drain into storm sewers, drains, driveways, garage drains and floor, or onto Common Element.

### **III) UNITS AND LIMITED COMMON ELEMENTS**

#### **A) UNIT OWNER RESPONSIBILITIES:**

1. Perform all maintenance, at Unit Owner expense, on his/her Limited Common Elements, as defined above, in accordance with the standards established for the condominium community by the Declarations and Bylaws and the Board of Directors.
2. Provide adequate insurance on his/her Limited Common Elements, including the windows, doors, and interior of unit from the drywall in.
  - a. Your homeowner's policy should be the HO6 type
  - b. Your homeowner's policy needs to contain three (3) types of coverage:
    - (i) Casualty (property)
      1. Each Unit Owner is responsible for damage to the interior of his/her Unit.
      2. The Reserves of Aurora insurance for the Association Common Elements does not cover:
        - a. interior walls
        - b. decks
        - c. skylights
        - d. entry steps or stoops
        - e. windows
        - f. Doors
    - Note: For detailed information on those elements that are the responsibility of the Unit Owner, consult the Declarations and Bylaws.*
    - (ii) Liability (personal injury or injury to or destruction of property

caused by insured) - Board has established \$100,000 minimum coverage.

(iii) Special Assessment

1. The Board has established \$45,000 minimum
2. This coverage is only applicable in case of an assessment triggered by an insurable event (e.g., a tornado or flood). An assessment attributable to planned capital repairs or improvements would not be covered.
- c. Unit Owners are required to send proof of insurance coverage to the management company, yearly.
- d. Failure to provide this evidence will result in an enforcement action (refer to section on Enforcement).

3. Except as otherwise provided, attaching anything to the Unit's exterior is prohibited. Any resulting damage done to the Unit exterior is the Unit Owner's responsibility.
4. No part of the Common or Limited Common Elements shall be used for any use other than housing for the Unit Owners and their immediate family.
5. Nothing shall be kept in the Unit or Common Elements that will increase the rate of insurance without the prior approval of the Board of Directors.
6. No activity shall be done in the Unit, Common Elements, or Limited Common Elements that is offensive to other Unit Owners. The decision of the Board of Directors shall be final.
7. Noise that creates a disturbance is prohibited.
  - a. In the event of a disturbance, the Unit Owner(s) are expected to first attempt to resolve the issue with the neighbor first.
  - b. If this does not work, the police should be called.
8. Each Unit Owner is responsible for daily removal of newspapers, mail, or advertising material from their immediate Common and Limited Common Elements, including, but not limited to the street and bushes around the Unit.
9. Decks are to be maintained by the Unit Owner. Power washing and staining of the decks is required to be done very other year or as indicated by the stain manufacturer. The approved stain is Flood CWF-UV Cedar stain.

*Note: Only the Board may submit claims against the Association insurance policy.*

**B) LEASING RESTRICTIONS:**

1. Other than hardship exceptions, Units must be occupied by the Unit Owner, parent(s) or child(ren) 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. Sub-leasing is prohibited.

3. A Unit Owner wishing to take advantage of the hardship exemption must provide prior written notice to the Board to be approved in order for the tenant to take up residence.

4. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:

- a. Copy of lease;
- b. Full name of tenant(s);
- c. Names of all Occupants of the Unit; and
- d. Home and business telephone numbers of tenant(s).

*Note:* The Management Company has a form available upon request.

5. The Unit Owner is responsible for making the tenant aware of the Rules.

6. The Unit owner is responsible for tenant violations of the Declarations, Bylaws, or Rules. The Unit Owner shall be responsible for Rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.

7. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.

### **C) UNIT USE:**

1. Decks and patios shall be used for their intended use only. This means that storage of furniture not intended to be used outside, and unsightly material is prohibited.

2. Garage, yard, estate, patio or any type of public sales are prohibited.

3. Tents, camping related equipment or any type of portable living quarters erected on the property are prohibited. Swing sets and any other type of playground equipment are prohibited.

4. The use of storage pods or dumpsters by a Unit Owner must be pre-approved by the Board with the intended length of time for its use.

5. No industry, business, trade, religious, educational or profession of any kind is permitted to be run out of a unit.

6. Please see Attachment D regarding grilling.

### **D) MOTOR VEHICLES:**

1. Vehicles with more than 4 wheels are prohibited on the Condominium Property, unless within the confines of a garage or for the temporary use of a service or construction contractor.

2. Additionally, the following vehicles are not permitted to be parked, stored, kept or maintained within the Condominium Property, unless within the

confines of a garage or with prior approval of the Board.

- a. Dump trucks, semi's (tractor-trailers)
  - b. Buses
  - c. Boats or boat trailers
  - d. Campers or camper trailers
  - e. House or horse trailers
3. Vehicles licensed, painted, signed or equipped for commercial purposes, and all other types of commercial and/or recreational motor vehicles are prohibited, unless garaged at all times, while on the Condominium Property.
4. Any vehicle that remains unused in the Common Elements for a period exceeding 72 hours, or any vehicle or trailer prohibited by the Rules and Regulations, regardless of time, may, in addition to all other remedies, be removed from the premises and stored at the Unit Owner's expense. (Note: This regulation is intended to prevent long term parking of multiple cars owned by residents of the Unit and does not apply to non-permanent guest parking.)
5. Any vehicle which is inoperable, not currently licensed for use on the highways or so deteriorated so as to be unsightly, in the opinion of the Board, will, at the discretion of the Board or Management, be towed away unless it is always housed in the garage.
6. The operation of any motor-powered vehicle, electric or gasoline powered is prohibited on all Common elements (grassy or nature trail) other than for the purpose of ingress and egress to the sidewalks and driveways.
7. Garages in the Association were built to contain automobiles:
- a. The garage space must be used as the primary parking space for the Unit's vehicles with the driveway as the secondary parking spot.
    - i. "Driveway" means the parking area immediately in front of the Unit Owner's garage.
    - ii. The driveway may be used for parking more vehicles than can be accommodated by the garage so long as doing so does not infringe on other residents, in the case of shared driveways.
    - iii. Garages must not be used for storage that interferes with the ability to park vehicles in the garage.
    - iv. The garage must be cleared sufficiently to allow the simultaneous placement of two automobiles.
  - b. The garage doors are expected to be closed so that garage contents are protected and not visible to the outside. Therefore, garage doors must be closed when the garage is not in use or not expected to be used within the next two hours. Doors observed to be continuously open an "extended" period of time may result in a violation letter to the resident.
8. Vehicles may not be parked on streets overnight, per the requests of fire and safety officials.

9. Vehicles are prohibited from parking on the grass.
10. Driveways and drive aprons shall be kept clean of all debris, grease, oil, etc.
11. When snow removal is necessary, any driveway containing a parked car will not be plowed to assure there is no damage to the car.
12. Visitor parking must be in the Unit driveway or in the designated ancillary parking areas. Residents may not park in the visitor area on a repeated/continuous basis.

**E) UNIT EXTERIOR:**

1. Except as otherwise provided, nothing shall be displayed which is visible from outside the Unit without prior written approval of the Board.
  - a. This includes signs, awnings, canopies, shutters, radio and/or television antennas, statues, plastic animals, artificial birds, windmills, laundry, blankets, sheets and fountains.
2. Satellite dishes are not permitted to be placed on the roofs, siding, or in the common areas; refer to the policy in Attachment F
3. Displaying one (1) standard U.S. flag and one (1) seasonal flag is permitted in the Limited Common Elements or on the wood trim immediately adjacent to the front door or garage.
4. Curtains, drapes, shakes or blinds visible from the outside of the Unit shall be white, off white, or beige in color.
5. "For Sale" signs are permitted inside 2 windows. (see the section regarding the Sale of a Unit for more information)
6. Security system signs may be placed in the flowerbed.
7. Seasonal decorations such as lights and wreaths may be displayed on Unit doors, windows, porches, and trees/bushes.
  - a. All decorations may not be installed more than 30 days prior and must be removed no later than 14 days after the holiday.
8. Recreational equipment, bicycles, etc must be placed in the garage each evening. No play/sports items are to be installed or remain overnight in the Common or Limited Common Elements.
9. Two (2) bird feeders, bird houses, and squirrel feeders may be placed on Common and Limited Common Elements.
  - a. These items may be placed on poles in the ground or fastened to the deck, door trim, or patio with a maximum of 3 - #8 screws.
  - b. Fastening to the Unit structure is not permitted.

**F) EXTERIOR MODIFICATION:**

1. Items visible from outside the Unit such as windows, decks or privacy fence may be updated to the Unit or Limited Common Element with prior written approval of the Board.
2. Drawings must be submitted to the Board prior to application for a City of Aurora building permit.

- a. A permit is required by City ordinance for most exterior modifications.
  - b. The Unit Owner is responsible for making certain applicable permits are obtained upon Board approval of the modification.
  - c. Issuance of a permit will satisfy the declaration requirement for registered architect drawings.
3. The modification will be reviewed by the Board for visual integration and compatibility with the community.
  4. Any construction outside the Limited Common Element (e.g., a screened enclosure) requires 100% approval of all Unit Owners.
  5. Support posts for a stairway leading from a deck to the Common Element ground are permissible.
  6. Nothing shall be done to harm the structural integrity of the Unit.
  7. Storm/screen doors must be white or hunter green with full view and no other decoration.

**G) PAINTING:**

1. Front exterior doors may be painted by the Unit Owner using Sherwin Williams paint, Hunt Club (dark green), #6468, exterior satin latex or Sherwin Williams Extra White, exterior satin latex.
2. Shutters are the responsibility of the Association, however the shutters may be painted by the Unit Owner using Sherwin Williams paint, Hunt Club (dark green), #6468, exterior satin latex.
3. The deck stain in Flood CWF-UV Cedar Stain.
4. All other exterior wood may also be painted by the Unit Owner using Sherwin Williams Extra White, exterior satin latex.
5. Vinyl siding and trim may not be painted by the Unit Owner.

**H) INTERIOR MODIFICATIONS:**

1. Unit Owners may decorate, modify, add, or delete interior features without Board approval provided the result is not easily visible outside the Unit. The structural integrity of the Unit (the Common Element) must not be affected.
2. The Unit Owner is responsible for making certain applicable permits are obtained.

**I) LANDSCAPING MODIFICATIONS:**

1. Unit Owners are encouraged to plant and maintain flowers, bushes, etc., in the established Limited Common Elements next to their Units; however, prior written approval of the Board is required.
2. Plantings that will grow over three (3) feet tall without trimming and will be planted within five (5) feet of the foundation, require prior approval of Board as to type and location.
3. Unit Owners are required to water Common Elements in the immediate area of their Unit whenever plantings are in danger of damage due to lack of water. The

Association has authority to use the Unit's outside water outlets to water Common Elements at the Unit Owner's expense in the event the Unit Owner is unable to water.

**J) PETS:**

1. Dogs, cats, and common household pets are permitted.
2. No other animal, fowl, or reptile is permitted.
3. All pets must primarily reside within the Unit; the garage is not considered an acceptable residence for the pet.
4. Pets may not be bred or maintained for any commercial purpose.
5. Any pet causing a nuisance or unreasonable disturbance may be removed from the Condominium Property upon three (3) days notice from the Board.
6. Suspected abuse of any animal will be referred to the City of Aurora for resolution.
7. All pets outside the Unit must be on a hand-held leash not exceeding 10 feet in extended length.
8. Unattended pets are not permitted to be tied outside the Unit.
9. Any solid material left by a pet on Common or Limited Common Elements must be removed by the owner at the time of deposit.
10. In all cases, the laws of the City of Aurora shall apply in addition to those restrictions stated in the Declaration.

**K) SALE OF A UNIT:**

1. One (1) sign advertising an open house may be placed in front of the Unit and one (1) sign at each of the community entrances on the day of an open house.
2. "For Sale" signs are permitted inside 2 windows.
3. Except as otherwise provided, signs are prohibited without prior, written Board approval.
4. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
5. At the same time as above, the Unit Owner must provide the following:
  - a. Name of all occupant(s)
  - b. Home and business mailing addresses
  - c. Home and business telephone numbers
  - d. Sales price
  - e. Mortgagee

**Note:** Any change in the information required in "a" through "d" must be provided to the Board within 30 days of the change.
6. The Management Company will coordinate the paperwork with banks, real estate agents, 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.

7. The seller is responsible for providing the following information to the buyer:
  - a. Copy of the Declaration and Bylaws, and any amendments
  - b. Copy of the Rules and Regulations
  - c. Unit access door key(s), mailbox, garage, and exercise room/pool key(s)
  - d. Garage door opener

**L) TRASH PICKUP:**

1. Trash and recycling pickup is currently scheduled for pickup on Mondays.
2. Items may be placed at the curb after 4:00 p.m. the night before pickup.
3. All household trash must be placed in covered containers or strong, closed plastic bags.
4. The Unit Owner is responsible for clean up if trash is spilled or trash bag is opened due to any reason. Failure to do so will result in a fine.
5. Therefore, placement of edible garbage in plastic bags is discouraged, because we do have raccoons and other wild animals.
6. The current Association trash collection contract includes pickup of large items such as furniture and smaller appliances. These items must also be placed at the curb.
7. Trash containers must be returned to the garage on the same day as trash collection.

**IV) SOLICITING:**

1. Soliciting is prohibited.

**V) MAINTENANCE FEES AND THE COST OF COLLECTION:**

1. All maintenance fees and any other assessments are due on the first (1<sup>st</sup>) day of the month.
2. Fees are considered late, if not post-marked by the tenth (10<sup>th</sup>) of the month.
3. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance (subject to increase upon further notice).
4. Payments made shall be applied in the following order:
  - a. Administrative late fees owed to the Association
  - b. Collection costs, attorney's fees incurred by the Association
  - c. Principal amounts owed on the account for common expenses and Assessments
5. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
6. Any cost, including attorneys' fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent accounts, shall be added to the amount owed by the delinquent Owner.
7. If any Unit Owner fails to perform any act that he is required to perform by the Declaration, the Bylaws, or these Guidelines, the Association may, but shall not be obligated to undertake such performance or sure such violation, and shall charge and

collect from said Unit Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

**VI) COMPLAINT PROCEDURE:**

1. Complaints concerning any violation of these Guidelines must be made to the Management Company in writing or by email. The complaint must be signed by the individual filing the complaint and contain the name and/or address of the alleged violator. Complaint forms are available from the Management Company.
2. The Board and/or Management Company will, in most cases contact the alleged violator and make a reasonable effort to correct the violation.
3. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions in the section, Enforcement Procedures and Assessments for Rule Violation.

**VI) ENFORCEMENT PROCEDURES, ASSESSMENT FOR RULE VIOLATION AND LIENS:**

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Guidelines by the Owner, guests, or the occupants, including tenants, of his/her Unit.
2. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible Owner.
3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. 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.
5. Prior to the imposition of an assessment for a rule violation, the following procedure will be implemented:
  - a. Written notice(s) will be served upon the alleged violator specifying:
    - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
    - ii. A description of the property damage or violation; and
    - iii. The amount of the proposed charge and/or enforcement assessment; and
    - iv. A statement that the Unit Owner has a right to, and the procedures

to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

- b. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item 5, iv.

6. If a Unit Owner makes a timely request for a hearing, at least seven (7) days prior to the hearing the Board shall provide the Unit 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 an enforcement assessment will be immediately imposed.

7. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the 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's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

8. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

Attachment: A

ROACA CLUBHOUSE  
650 East Parkway Boulevard  
Aurora, Ohio 44202

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Re: Club House Registration for \_\_\_\_\_.

Dear \_\_\_\_\_:

Your reservation date of \_\_\_\_\_ is being held. Please follow the instructions below to confirm said date:

1. Time and duration of event. **(Your event must end by midnight)**
2. Sign, date, and return the Request Form in the self-addressed envelope provided.
3. Include a \$100 deposit check made out to "Reserves of Aurora."
4. Your pre-inspection time is set for \_\_\_\_\_. The post-inspection should be scheduled at the time of the pre-inspection.
5. The non-refundable **\$40 check** is due at the time of pre-inspection.
6. A copy of the completed Clubhouse Request Form will be mailed to you for your files upon completion of the post-inspection.

Should you have any questions, feel free to contact me at your earliest convenience at (330) \_\_\_\_\_ between the hours of 1 p.m. and 8 p.m. Monday through Friday.

Sincerely,

ROACA Clubhouse Chairperson  
(Enclosures included)

Attachment: B

**RESERVES OF AURORA CLUB HOUSE  
PRE AND POST WALK THROUGH INSPECTION SHEET**

S = Satisfactory

U = Unsatisfactory

Pre-Inspection

Condition of Clubroom      S      U

Comments: \_\_\_\_\_

Condition of Kitchen      S      U

Comments: \_\_\_\_\_

Condition of Out room      S      U

Comments: \_\_\_\_\_

Condition of Bathrooms      S      U

Comments: \_\_\_\_\_

All trash removed  
from premises      Yes      No

Tables/Counters Cleaned      Yes      No

Carpets Vacuum      Yes      No

Spills Cleaned      Yes      No

Bathrooms Cleaned      Yes      No

Inventory List Completed      Yes      No

Post-Inspection

Condition of Clubroom      S      U

Comments: \_\_\_\_\_

Condition of Kitchen      S      U

Comments: \_\_\_\_\_

Condition of Out room      S      U

Comments: \_\_\_\_\_

Condition of Bathrooms      S      U

Comments: \_\_\_\_\_

Yes      No

Yes      No

Yes      No

Yes      No

Yes      No

Yes      No

**Failure to pass post-inspection will result in direct forfeiture of deposit.**

**Pre-Inspection:**

**Post-Inspection:**

\_\_\_\_\_  
Committee Member      Date

\_\_\_\_\_  
Committee Member      Date

\_\_\_\_\_  
Resident      Date

\_\_\_\_\_  
Resident      Date

## Attachment C:

# POOL RULES

The following Pool rules have been established for your safety and for the preservation of the Pool and Clubhouse. Please read these rules before using the pool, pool deck and patio element. Be certain that all members of your family and any guests understand and are able to abide by these rules prior to allowing them to use the pool.

1. **There is no Lifeguard on Duty.** All persons using the pool or pool area does so at their own risk and responsibility.
2. Persons under 14 must be accompanied by an adult 18 years of age or older. This is for everyone's safety.
3. Persons with severe head colds, open cuts, sores, athlete's foot, infections or any contagious diseases are not permitted in pool or on pool deck.
4. Running and other similar activity, which poses a threat of injury to any person, are not permitted.
5. All persons with bladder or bowel control problems are prohibited from using the pool [unless they are wearing appropriate protective garments (e.g., swim diapers)].
6. Wear proper pool attire (i.e., no cutoffs, etc).
7. Pool Hours: **10:00 A.M. to 8:00 P.M.** No swimming permitted beyond these hours with respect to nearby neighbors. No radios or public address systems may be used until 10:11 A.M.
8. Diving is prohibited.
9. No glass containers are permitted in pool or pool deck.
10. Please clean up all trash and leave tables, chairs and the pool element as you would want to find them. Directors reserve the right to limit patio use if this rule is not observed.
11. Persons using clubhouse restrooms must wear sandals or shoes to avoid slipping on ceramic floors. **Do not** enter restrooms in dripping wet swimsuits.
12. When using suntan lotions, please cover furniture with towels.
13. Animals are not permitted in pool, pool deck, patio or clubhouse.
14. Flotation devices are permitted for non-swimmers. Use of floats and items such as balls, water guns, etc are not to interfere with other swimmers.
15. Swimming Pool safety equipment (life preservers, nets, hooks, boards, etc.) may not be used for recreational purposes.
16. When leaving the pool area, the umbrellas are to be lowered after use on the pool deck and patio element (area).
17. The pool area belongs to all ROACA residents.
  - a. Any damage done to the pool, patio element (area), or clubhouse by a resident, resident's family, or guests may be billed to the resident. This includes damage done to the pool, pool deck, patio or equipment (chairs, tables, umbrellas, grill, etc), and clubhouse.

## Attachment D

### 2005 New Grilling Law

**“CHARCOAL BURNERS AND OTHER OPEN-FLAME COOKING DEVICES SHALL NOT BE OPERATED ON COMBUSTIBLE BALCONIES OR WITHIN 10 FEET OF COMBUSTIBLE CONSTRUCTION (e.g., Unit siding and deck flooring).”**

Per changes to the Ohio Fire Code in 2005, only propane-fueled barbeque grills may be used on wood decks and patios. Charcoal grills, wood fire pits, and any open-flame cooking devices may be used on concrete patios. Open flame cooking includes gas grills and fire pits.

Violations of this fire code expose the individual grilling on a balcony or deck to fines imposed by the local fire department or fire marshal.

There are two exceptions to this law. First, the law does not apply where buildings, balconies, and decks are protected by an automatic sprinkler system.

The second exception affects most of the Unit Owners in the Reserves. This new law does not apply to homes or condominium Units that are free standing, not attached to any other Unit or a building where only two Units are attached. However, the law does apply to condominium Units where 3 or more Units are attached together. When applied specifically to the Reserves of Aurora, this revised law specifically applies to the following Units within the Reserves of Aurora:

- All Units on Elm Creek Way, except Units at 9 and 11
- The Units that are a part of the 3 Unit building at Daleview, specifically 566, 572, and 576 Daleview

## Attachment E

### IMPORTANT TELEPHONE NUMBERS

<b>IMPORTANT INFORMATION</b>	<b>TELEPHONE NUMBERS</b>
Fire and Ambulance	911
Aurora Police: Emergency	911
Non-Emergency	330-562-8181
Fire Station #1	330-562-7171
Reserve Realty Management	330-467-0828 or 800-655-2272
Time Warner Cable Television	877-772-2253
East Ohio Gas	216-361-2345
Windstream Telephone	330-656-8200
Ohio Edison	800-633-4766
City of Aurora	330-562-6131
Rumpke Waste & Recycling	800-828-8171
Recycling: Portage County Solid Waste Management	330-678-8808

# Attachment F

## THE RESERVES OF AURORA CONDOMINIUM ASSOCIATION

### SATELLITE DISH RULES AND REGULATIONS

1. ACCEPTABLE SATELLITE DISHES - One direct broadcast satellite (“DBS”) and one multipoint distribution service (“MDS”) one meter (approximately 39”) in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as “dish(es)”, per Unit, are permitted. Additional dishes may not be installed unless the owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.
  
2. LOCATION OF INSTALLATION
  - a. The dish must be installed entirely within the owner’s limited common area, on the side or back of the unit.
  
  - b. Dishes must not attach to, affixed to or encroach into or onto another owner’s limited common areas or unit, or the common areas, which precludes any installation on or attached to any exterior door, building (including the exterior of any screened-in porch) or window surface, or the exterior of any fence area. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit, such as on any front stoops or sidewalk areas, are strictly prohibited for safety reasons. Installations upon or attached to any heating, cooling or ventilating equipment or concrete pad, or any other utility system, are also prohibited for safety reasons.
  
3. INSTALLATION OF SATELLITE DISHES
  - a. All dishes must be installed as required first by these Rules as well as in compliance with local building and safety codes, in accordance with the manufacturer’s instructions, and shall not damage or impair the common or limited common areas.
  
  - b. Dishes shielded from view from the outside community and from other units to the maximum extent possible.
  
  - c. All installations shall take aesthetic considerations into account.
  
  - d. The installation of wiring shall not impair the integrity of the building. There shall be no penetrations of the common areas or limited common areas for wiring unless it is necessary to receive acceptable quality signals.

e. All contracted installers must maintain general liability insurance, including completed operations, of at least \$2,000,000.00 and Workers' Compensation coverage.

4. MAINTENANCE

a. Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all common areas and limited common areas) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.

b. Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the owner's expense after 72 hours, or at anytime if the detachment threatens safety of persons or property.

**c. Upon sale or other transfer of the unit, dishes must be removed and the property restored to its original condition.**

5. MASTS - Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Masts extending above the lowest roof line, i.e. gutter line, and thus beyond the height of the owner's unit or limited common area, must be pre-approved, and must be installed by a licensed and insured contractor. Masts, or any part thereof, must not be attached to, be in contact with, or extend into the common areas without prior Board approval.

6. NOTIFICATION AND WAIVER - The attached notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation.

7. SEVERABILITY - If any of the foregoing guidelines and rules or provisions are declared void, such provision shall be deemed severed from these guidelines and rules which shall otherwise remain in full force and effect.

NOTE: The above guidelines are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a satellite dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all residents.

**THE RESERVES OF AURORA CONDOMINIUM ASSOCIATION**  
**Notice to Install Satellite Dish/Antenna on**  
**Individually - Owner or Limited Common Area and Waiver Agreement**

Resident(s) name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Dish: \_\_\_\_\_ Direct broadcast satellite. Diameter in inches \_\_\_\_\_  
\_\_\_\_\_ Television broadcast \_\_\_\_\_  
\_\_\_\_\_ Multipoint distribution service. Diameter in inches \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Identify Installation Location: Rear Balcony \_\_\_\_\_ Rear Deck \_\_\_\_\_ Rear Patio \_\_\_\_\_

(Drawing indicating location must be attached to this form when submitted.)

Other (described in detail) \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Please indicate the method of Installation: \_\_\_\_\_

Type of screening to be used to shield dish from view: \_\_\_\_\_

Will the installation be in compliance with all Association guidelines (which include manufacturers' guidelines and applicable building codes)? YES \_\_\_\_\_ NO \_\_\_\_\_

If no, please provide three days and times for which you are available to meeting with us to discuss dish installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation. \_\_\_\_\_

Is a mast necessary for reception? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, will the mast extend above the lowest fence or roof line, i.e. gutter, OR extend to a height greater than the distance from the installation to any neighboring unit? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, then you must meet with and obtain Board approval before installation work begins.

WAIVER AND RELEASE

I shall comply with all of the Association's rules for installing, maintaining, using, and removing dish(es) and any structures, fixtures or screening materials associated with the dish(es). I assume liability for any damage to the Association and other owners' property that occurs due to dish installation, maintenance, use, or removal. I shall indemnify, defend, and hold the Association, its Board members, managing agent, and unit owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures or screening materials associated with the dish(es), that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use or removal of the dish(es). Such costs include, but are not limited to, any and all expenses incurred for moving the dish(es) on a temporary basis to enable to Association to maintain all condominium property for which it is responsible.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_