KENSINGTON COURT
CONDOMINIUM ASSOCIATION

Revision 8-October 2017

RESIDENT'S HANDBOOK
OF
INFORMATION

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WELCOME

Welcome to the Kensington Court Condominium Association, Inc.

This handbook was developed to serve as an easy to understand reference guide for existing Unit Owners and to provide information to help new Unit Owners become familiar with our Association.

In order for a Unit Owner Association to operate smoothly, it is important for Unit Owners to understand the basic concept of how the Association functions.

Unit Owners should have received a copy of the Declaration and bylaws from the seller at the time of unit purchase. If you do not have a copy of these legal documents, a copy can be obtained from the Portage County Recorder or the Association management company. There may be a charge in order to obtain a copy.

<u>This Handbook does not replace our legal documents.</u>

It is simply our intent to present information in an easy to read format. We believe that knowledgeable and informed Unit Owners are the most important part of our Association. Therefore, if there is an inadvertent discrepancy between what is expressed here and the legal documents, the Ohio Condominium Act, R.C. 5311, or the Ohio Nonprofit Corporation Act, R.C. 1702, will govern.

From time to time we will add, delete, modify and revise these guidelines to keep this Handbook updated with current information and procedures. If something arises that is not covered, please do not hesitate to contact the management company or a Board member.

GENERAL INFORMATION

RECREATION FACILITIES (See also Article IX of the Declaration of Condominium Ownership)

Each Unit Owner is automatically a member of the Lakes Tennis and Health Club. The current recreational fee for these facilities is included in the monthly Association fee. The Club consists of:

a) Clubhouse, swimming pool and two tennis courts located at 630 Countrywood Trail. Exercise equipment, sauna, and meeting/party room are located in the clubhouse. Exercise classes are occasionally conducted, and fees are arranged with the individual instructor. Clubhouse and office hours are Mon-Fri 11:00 am-6:00 pm, Sat. 11:00 am to 5:00 pm. and Sunday 12:00 pm to 5:00 pm. Fitness Center hours are: Mon-Sat 8:00 am to 10:00 pm, Sun. 8:00 am-5:00 pm.

b) A swimming pool and two tennis courts are also located at 935 W. Parkway Blvd. The pools are open for the season on Memorial Day weekend and close on Labor Day weekend. Normal hours are 10:00 am to 9:00 pm once school is out. When school is in session, hours will vary depending on lifeguard availability.

c) Pool passes are required and can be obtained each spring from the Lakes of Aurora business office in the clubhouse.

Arrangements to rent the Party Room can be made in person or by calling the office at 330-562-8649. See attached rental forms on pages 28-29 for further information.

COMPLAINT PROCEDURE

1. Any complaint that a Unit Owner has in regards to Common Element maintenance, problems, or contractor non-performance (i.e. snow removal or landscape maintenance) should be in writing and directed to the representative from the Management Company. The Management Company will notify the Board of Managers of any written complaint filed by a Unit Owner.

2. A copy of the request form is available at the Management Company website. See page 38. It can be mailed, e-mail or faxed to the Management Company.

3. Complaints against anyone violating the rules must be made to the Management Company in writing, and must contain the name, address, date, signature and phone number of the individual filing the complaint, as well as the address of the alleged violator, a description of the alleged violation, and identify what Rule you feel has been violated.

4. The Management Company and/or the Board will in most cases contact the alleged violator after receipt of each complaint and make a reasonable effort to gain the violators agreement to cease the violation.

EXTERMINATION OF PESTS

1. Common Area Only: Extermination of pests (hornets, etc.) is provided by the Management Company. When contacted by phone, they will provide immediate service. See below for Common Area description.

2. Unit Area Only: Extermination of pests, both within the Unit and on its exterior, is the responsibility of the Unit Owner. The Management Company will usually have a contractor available if the owner wishes to participate in the service annually. This is for exterior service only.

MAILBOX KEY:

In the event of a loss of your mailbox keys, contact the US Post Office in Aurora.

COMMON AND LIMITED COMMON ELEMENTS

The illustration on Page 7 is to help you understand what you own, what you must maintain, and what the Association maintains per Article VII (7.1 & 7.2) and XII (12.1 and b) of the Declaration.

****** "C" Common Elements are maintained by the Association.**

****** You own and maintain the unit.**

****** "LC" You maintain the Limited Common Elements for repairs.**

****** You own the land under your unit- a zero lot line.**

ASSOCIATION RESPONSIBILITIES

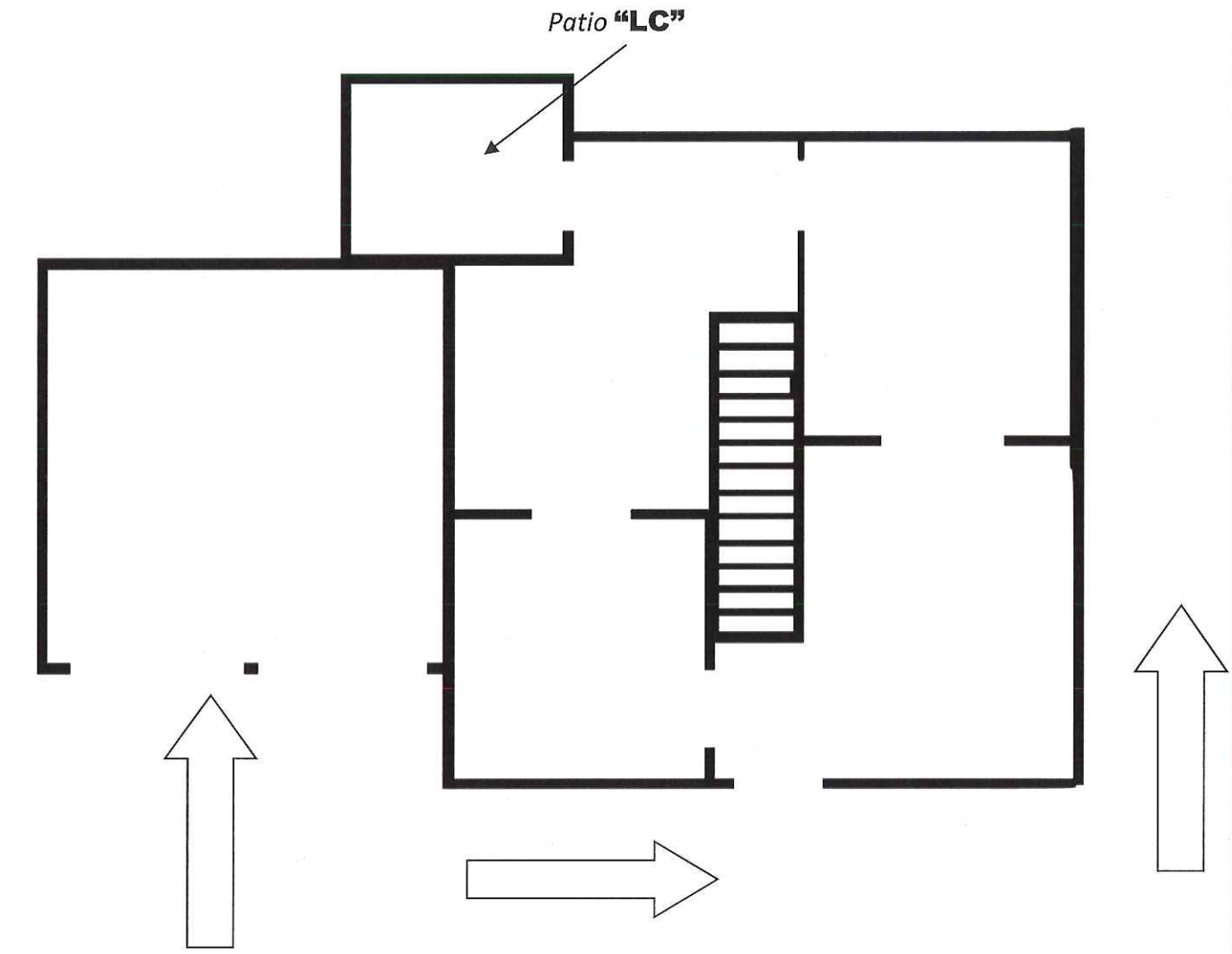
+ Common Area insurance

+ Snow and ice control as necessary

+ Grass cutting, fertilizing, and reseeding of lawn areas

+ Care and maintenance of Common area trees and shrubs

GENERIC UNIT



UNIT OWNER RESPONSIBILITIES

All Unit Owners are responsible for performing their own maintenance on certain items. Some of these personal responsibilities are listed below:

1. **Gas and electric service to the unit from the point where the service starts, such as the transformer.**
2. **All windows and exterior doors including glass, frames, storm doors, etc.**
3. **Maintain and replace door locks, tracks, rollers, etc. including the entire garage.**
4. **Maintain insurance coverage on the entire unit and Limited Common Elements.**
5. **Maintain and replace all items which serve your unit such as sewer lines, water lines from point of shut-off, hot water tanks, toilets, sinks, pipes, etc.**
6. **Maintain and replace ALL of the interior and exterior portions of the unit including all walls, doors, ceilings, roof, windows, etc.**
7. **Maintain and replace all Limited Common Elements associated with the unit, including patio, decks, driveway, etc.**
8. **Clean dryer vents and ducts every 2-3 years to prevent risk of fire and maintain dryer performance.**

EXTERIOR CHANGES

No project may be initiated until written Board approval is received.

Every proposed modification to the exterior of the unit, the Common or Limited Common Elements must be submitted in writing with appropriate drawings to the Management Company at least 30 days prior to the intended commencement of the project for presentation at the next meeting of the Board of Managers for written approval.

YEARLY INSPECTION

The Kensington Condominium Association Board of Managers will conduct an annual walk-through inspection of the properties and will notify all Unit Owners as to their results.

Any unit owners in need of exterior maintenance and/or repairs will be notified. A follow-up walk-through on a specified date will confirm completion of the repairs. The Board reserves the right to assess penalties for uncompleted repairs and/or may schedule the repairs for completion by an outside contractor. The owner will be billed for any such work, plus monthly interest.

All Unit Owners will be notified as to their results of the annual walk-through.

RULES AND REGULATIONS

AWNINGS

Awnings, sun blinds, shades and shutters (unless part of original design) are PROHIBITED from being affixed to outside of units, over patios, balconies, windows, and doors or Limited Common Elements without approval of the Board of Managers.

BARBECUE GRILLS

1. **A charcoal or gas grill may be used at a unit.**
2. **All appropriate safety measures must be observed in compliance with Ohio law.**

CLOTHES LINES

Clothes lines or other lines are PROHIBITED.

COLLECTIONS

1. The Management Company is responsible for the Associations checking account. Your monthly check should be made payable to the Kensington Court Condominium Association and forwarded to the Management Company.

2. The Management Company offers an Automatic Debit of Maintenance Fees (ACH). If you would like to have your maintenance fees automatically deducted from your checking or savings account, please contact the management company for a direct debit form.

3. All assessments, including maintenance fees, are due on the 1st day of the month and are considered late if not received by the 10th of the month. An administrative late charge of Twenty five dollars ($25) per month shall be incurred for any late payment and on any unpaid balance. (The $ 25.00 monthly fee is subject to increase upon further notice.)

4. The Association shall credit payments made by a unit owner for expenses in the following order of priority:

a. **First, to interest owed to the Association;**
b. **Second, to administrative late fees owed to the Association;**
c. **Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association;**
d. **Fourth, to the principal amounts the unit owner owes to the Association for the Common expenses or penalty assessments chargeable against the unit.**

5. The Association will file a lien upon the estate or interest of the owner in any unit and the appurtenant undivided interest in the Common Elements for the payment of any of the following expenses that are chargeable against the unit and that remain unpaid for 10 days after any portion has become due and payable:

a) **The portion of the common expenses chargeable against the unit;**
b) **Interest, administrative late fees, enforcement assessments, and collection costs, attorney's fees, and paralegal fees the Association incurs, if chargeable against the unit.**

6. Any costs, including attorney's 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.

7. The Board of Managers has the authority to impose interest and late charges for the late payments; impose returned check charges; and impose reasonable enforcement assessments for violations of the Declaration, the By-Laws, and the rules of the unit owners association and reasonable charges for damage to the Common Elements or to other property.

8. Prior to imposing a charge for damages or an enforcement assessment, the Board of Managers shall give the unit owner a dated written notice that includes all of the following:

a. **Description of the property damage or violation;**
b. **The amount of the proposed charge or assessment;**
c. **A statement that the owner has a right to a hearing before the Board of Managers to contest the proposed charge or assessment;**
d. **A statement setting forth the procedures to request a hearing;**
e. **A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.**
f. **To request a hearing, the owner shall deliver a written notice to the Board of Managers not later than the 10th day after receiving the notice. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.**
g. **If a unit owner requests a hearing, at least seven (7) days prior to the hearing the Board of Managers shall provide the unit owner with a written notice that includes the date, time, and location of the hearing.**

h. **The Board of Managers shall not levy a charge or assessment before holding any hearing requested.**
i. **The unit owners, through the Board of Managers, may allow a reasonable time to cure a violation before imposing a charge or assessment.**
j. **Within thirty (30) days following a hearing at which the Board of Managers imposes a charge or assessment, the unit owners association shall deliver a written notice of the charge or assessment to the unit owner.**
k. **Any written notice that is required shall be delivered to the unit owner or any occupant of the unit by personal delivery, by certified or registered mail, return receipt requested, or by regular mail. If a unit owner is delinquent in the payment of assessments for more than thirty days, the Board may suspend the voting privileges and use of recreational facilities of the unit owner.**

CONTRACTORS

1. Unit Owners must not give instructions to any Association service contractor (i.e. landscaper, snowplower). See Management Company for request form, Page 38.

2. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a Unit Owner's personal property left in Common Elements.

DAMAGE

Damage to Common Elements caused by an Owner, occupant, tenant, pet or guest of an Owner must be repaired or replaced at the expense of the Unit Owner. Any damage by an Association contractor will be repaired or replaced as per the provisions of the contract.

DECK/PATIO

1. Maintenance and upkeep of the deck/patio/balcony is a Unit Owner's responsibility, subject to the Association's Rules.

2. Decks and patios may not be built or expanded in size unless first approved by the Board of Managers.

3. Decks and patios are not to be used as general storage areas.

DECORATIONS

1. Seasonal decorations of reasonable size (flags, door wreaths, holiday spotlights etc) are permitted, however they should be removed when they are worn out or no longer appropriate to the season. These must not interfere with landscaping or snow removal work.

2. Placement of decorative items in the unit's frontal Common Element, such as gazing balls, bird baths or feeders, statues, etc. is prohibited. "Frontal" is considered as the width on the street side of a unit defined by the projection of the unit's walls (including porches), abutting the Common Elements, to the street. A corner unit will have frontal areas facing both streets.

3. Trellises and shepherd's hooks are permitted with Board approval.

FRONT/REAR STORM DOORS

Full-view, and/or self-storing, clear glass storm doors are permitted with approval by the Board. On Chesterton, white storm doors are required. On Kensington, doors must match the trim and/or shutters (white on white, or green on green).

ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULES VIOLATIONS

1. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, pets, 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 will also be added to the responsible owner's account.

4. In addition to any other action and in accordance with the procedure outlined in "Collections", actual damages and/or an enforcement assessment of up to but not exceeding $50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.

5. Prior to the imposition of an assessment for a violation, the procedure described on page 10, under COLLECTIONS will be followed.

ESTATE, MOVING AND GARAGE SALES

One annual association-wide garage sale may be held on a date to be determined by the Board of Managers.

Estate and Moving sales are permitted under certain conditions, as listed:

1. **Permission of the Board of Managers must be requested in writing at least 15 days prior to the proposed sale, and mailed to the Management Company.**
2. **See attached "Kensington Court Condominium Association Estate Sale Instructions and Procedures" and "Estate Sale Request Form" on pages 31 & 32.**
3. **No signs, balloons, etc. may be posted on any Common Elements.**
4. **All items offered for sale must remain within the unit, not on the driveway, patio or any Common or Limited Common Elements.**
5. **All parking and motor vehicle regulations must be observed. There is no parking on the fire hydrant side of the road.**
6. **Any damages resulting to the Common Elements will be the responsibility of the unit owner and may result in an enforcement assessment.**

FIREWOOD

1. Firewood must only be kept in Limited Common Elements and may not be stored under decks. A unit owner wishing to store firewood on the Common Elements must make a written application to the Board of Managers and request renewal on an annual basis.

2. Firewood must be neatly stacked in such a manner as not to come in contact with siding or walls. A firewood holder or rack is recommended. Tarps and covers must be of material and color that are not detractive to the Association's overall aesthetics as determined by the Board.

3. Firewood must be checked to prevent insects and rodents from infesting the condominium building structures. If the source of any infestation is traced to a particular unit, the Unit Owner shall be billed for the costs of extermination.

FLAGS:

A flag or ornamental banner may be appropriately displayed affixed to the exterior of the unit only. The flag holder must be made from a material that will not rust or cause rust weeping marks on the exterior of the home.

GARAGES:

1. Garage doors should be kept closed and locked when not in use.
2. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway and street are prohibited.
3. The garage is the primary parking space for each unit.

HAZARDOUS MATERIAL:

Homeowners and residents must not pour or allow spilling of any oil, solvent, or any other volatile or flammable material into the storm sewers or Common Element. The Ohio EPA and the City of Aurora prohibits such disposal.

INSURANCE:

1. Each unit owner shall maintain at his or her costs and expense "All Risk" fire and extended coverage insurance with vandalism and malicious mischief endorsement with respect to the Unit he or she owns pursuant to the Declaration.

2. The insurance to be carried by the unit owner is to provide coverage upon the entire Unit, including the siding, interior and exterior walls, roof, and Limited Common Elements, such as sidewalks, driveway, patio and deck, and personal property. All such

insurance shall be in an amount equal to 100% of the full replacement cost of the property, or Guaranteed Replacement Value, if available. Said policy should provide liability insurance with respect to his or her Unit and/or the Common Elements.

3. The Association, as a common expense, shall maintain for the benefit of the Association and each unit owner a master policy as it deems necessary for the buildings, structures and improvements compromising the Common Elements of the Condominium Property. The Master Policy includes Business Liability Coverage. The Association also maintains Directors and Officers Insurance, as well as a Fidelity Bond for handling Association accounts.

4. The Association shall also obtain for the benefit of itself, the Board of Managers of the Association and each officer of the Association, the managing agent, if any, and each Unit Owner and the members of his or her respective family and other persons residing with him or her in his or her unit, tenants and all persons lawfully in possession or control of any part of the Condominium Property, comprehensive general liability insurance under a master policy for the death or injury to person or persons or destruction of property in an amount not less than One Million Dollars ($1,000,000) combined single limit for bodily injuries and property damages occurring within the Common Elements and arising out of any one occurrence.

5. Upon notification of loss to the Common Elements involving property, or liability for which the association is insured as required herein, any and all losses shall be adjusted by the Board of Managers and if necessary file claims on behalf of the association with the insurance carrier.

LANDSCAPING:

1. Flowers
   a. Flower beds may be planted around the units provided the height and size of the flowers is consistent with the surrounding shrub bed plantings and the plan for the flower beds has been submitted and approved by the Board of Managers.
   b. Flowers planted by the Unit Owner must be maintained by the Owner in a manner that does not detract from the landscape appearance. Appropriate seasonal clean-up must be provided by the Owner at the end of the blooming cycle.
   c. Flowers planted by the unit owner must NOT in any way be an obstruction for the landscape service contractor or snow removal. Raised stone, bricks, etc. must not be used to delineate a garden edge.
   d. Trellises and Shepherd's Hooks are permitted for flower display with Board approval.

2. Shrub Beds
   a. Dead shrubs will be removed at the Association's expense.
   b. The dead shrub will be replaced with an equivalent shrub as determined and paid for by the Association.
   c. If a resident desires to plant a shrub other than the one recommended by the Association, they may do so at their expense.
   d. The resident is then responsible for caring for the shrub and any subsequent replacement.
   e. The resident is responsible for informing any new owner of this responsibility should they sell the house.
   f. If at any time an owner wishes to abandon this care responsibility, if the shrub dies it will be removed and replaced by the Association with a shrub of its' choice

3. Mulch

Mulch provided by the Association is limited to the Common Element planting beds and tree rings. Mulching of the shrub/flower beds at the side and rear of the unit, which is/are in addition to original landscape drawings, is the owners responsibility. The Association mulches the Common Element beds every other year. Mulch installed by the owner must be a dark shredded bark type only. Color changes are prohibited.

4. Watering

During the landscape season, Unit owners are urged to water the shrubbery adjacent to the unit. Watering, particularly during the hot, dry sunnier months, will help to prevent disease and dying of shrubs and reduce costs for replacement shrubs.

LIGHTING

Exterior lighting on or around the unit, beyond that which was installed by the builder, is generally prohibited. For safety reasons, walkway lighting that adheres to the specifications listed below may be installed.

Criteria for Walkway Exterior Lighting:

1. **Low voltage subdued lights**
2. **Maximum height of 24" light source**
3. **Subdued color of fixtures, preferably green or black**
4. **Fixtures may be no closer than 42" apart**
5. **Covers or shades are required so lights are not like a spot light**
6. **Light emitting from fixtures must be yellow, clear or white**
7. **Fixtures must not interfere with landscaping**
8. **Maintenance is at Unit Owners expense. This includes damage by landscape or snow removal equipment.**

MOTOR VEHICLES:

1. The following vehicles are prohibited from being parked within Association Property at any time:

a. Buses

b. Mobile and/or motorized homes.

2. Trailers, boats, recreational vehicles are prohibited unless parked within the confines of a garage at all times while on the property and used only for entry and exiting to Association property.

3. Commercial trucks are prohibited from parking overnight on Association property unless stored within the confines of a garage or in the driveway of the unit.

4. The use of trail bikes and snowmobiles are prohibited from the Common Elements.

5. All vehicles on the property must bear current license tags.

6. Vehicles with loud exhaust systems, which disturb other residents are prohibited.

7. Abandoned, broken down and/or unlicensed vehicles will be subject to towing at the owner's expense.

8. Vehicle repairs are prohibited on parking areas and driveways.

9. Oil or fluid leaks or spills on parking areas, driveways, or in garages, must be cleaned IMMEDIATELY by the Unit Owner.

NOISE

Noise that causes a disturbance or creates a nuisance to other residents is prohibited.

PARKING

1. Guests parking overnight in the Guest Parking Areas must have an overnight guest parking pass displayed on the dashboard. Two passes have been issued to each unit in the Association.

2. Parking in the Common visitor areas, including mailbox area at Kensington Court, for an extended period of time, that is, in excess of 7 cumulative days, by a unit owner, resident or guest is not permitted without Board approval due to special circumstances. The unit garage and driveway are to be used for personal parking.

3. In order to provide for snow removal on the streets and visitor parking areas, parking in these areas is prohibited when snowfall exceeds two inches (2"). Use only the unit garage and/or driveway.

4. Vehicles in violation of this policy may be ticketed and towed at the unit owner's expense.

PERSONAL PROPERTY

Items left unattended in the Common Elements may be removed and stored by the Board at the Owner's expense. Items must be removed each nightfall; this includes, but is not limited to, lawn furniture, toys, bicycles, etc. Hoses must be coiled neatly behind the shrubbery.

PETS:

1. Pet owners are responsible for the immediate and complete clean up after their pet. This is especially important when walking your dog on Common Elements.
2. No animals, such as rabbits, livestock, fowl, or reptiles of any kind shall be raised, bred, or kept anywhere on Association property except for dogs, and cats.
3. All dogs must be licensed.
4. All pets are to be hand leashed when outside of a unit, as required by City Ordinance.
5. Pets must not be permitted to run loose on the property.
6. No pet should ever be tied, fenced, or housed outside.

7. Pet owners shall be held liable for any and all damages caused by their pets to any Common element including, but not limited to shrubs, bushes, trees, and grass.
8. Electronic fencing of any part of the Common Elements is prohibited.

RENTING/LEASING OF A UNIT:

1. Units shall not be rented by unit owners for transient or hotel purposes, which is defined as rental for a period less than three (3) months.
2. Unit Owners have the right to lease the same, provided such lease is made subject to the covenants, guidelines and restrictions of the Declarations, Bylaws and these rules. Copies of these documents must be given to the Lessee. In addition, a signed copy of the lease agreement must be given to the Association's management agent after the signing of the lease agreement.
3. The Association is authorized to evict tenants who are in violation of the governing documents so long as the Unit Owner is provided with at least ten (10) days written notice of the eviction action. The costs of the eviction, including attorney's fees, shall be charged to the Unit Owner pursuant to Ohio Revised Code 5311.19(B), and shall constitute a special assessment against the unit owner.
4. "For Rent" signs are prohibited.
5. "For Lease" signs are permitted only on the inside of a frontal window of the Unit. Handmade signs are prohibited.

RUBBISH REMOVAL, RECYCLING AND CHRISTMAS TREES:

All rubbish shall be placed in tightly wrapped and sealed bags or approved containers and placed at the proper collection points after 6:00 pm on the day preceding the scheduled pickup. No paper bags are to be used. Residents are responsible for removal of any trash or

debris remaining after pickup including any scattered debris from animal activity.

SALE OF A UNIT:

1. You or your realtor/attorney must call the management company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
2. The management company will coordinate this paper work with banks, realtors, appraisers, and escrow agents. A transfer fee is charged to the seller and paid out of escrow from the proceeds due to the seller at the time of title transfer.
3. The seller is responsible for providing the following information to the buyer:

a. **Copy of the Master Declaration of Covenants and Restrictions and a copy of the Declaration of Condominium Ownership, and a copy of this Residents Handbook.**
b. **Written notice of any exterior changes, landscaping changes, and other improvements constructed by the seller or previous sellers that are the responsibility of the home owner to repair and maintain.**

SATELLITE DISHES AND ANTENNAE:

1. If installation is made by mounting on the Common Elements adjacent to the Unit, the post shall not be more than twelve (12) inches distant from the unit. It must have protection from the landscape equipment, and be shrouded by means of shrubs or grasses at the owners expense.
2. Exterior wiring: when wiring is to be attached to the side of the unit a distance of more than ten (10) feet, it must be hidden by attaching/clipping the wire to the underside of the lowest strip of vinyl siding.

SEXUAL PREDATORS:

No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant or anyone visiting any Unit Owner or the Association as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

SIGNS:

1. **Small security signs are permitted.**
2. **Sale or Lease of a unit:**
   a. **One professionally printed "FOR SALE" or "FOR LEASE" sign may be placed inside a window of the unit. Hand-made signs are prohibited.**
   b. **Exterior "FOR SALE" or "FOR LEASE" signs are prohibited.**
   c. **An "OPEN HOUSE" sign may be placed on the lawn in front of the unit, and at the street entranceway, from noon to 6:00 pm when the home is open for public viewing.**

STORAGE BINS/DUMPSTERS

Storage bins, or enclosures are prohibited in the Common Elements. Temporary placement of dumpsters in the Common & Limited Common areas require prior approval of the Board of Managers.

QUICK REFERENCE GUIDE

To Governing Documents

RULES AND REGULATIONS	Master Declaration of Covenants/Restrictions 7/'98	Declarations of Condo Ownership 7/'98
Alterations/Decorations		4.2e, 4.2k
To Common Areas		
Animals/Birds		4.2i
Assessments	8.1	
Commercial and Professional Uses		4.2a
Common & Limited Common Elements		7.1, 7.2, 12.2
Duties of Homeowners		XII
Fences, Walls, Hedges	7.3	
Firearms	7.10	
Hanging Items on Units		4.2h, 4.2j
Insurance		4.2b, XV
Maintenance	7.1	
Nuisance/Offensive Activity	7.4	4.2c
Parking	7.9	4.2n
Pets/Animals	7.5	4.2i
Poles, Wires, Antennae/TV Dish	7.12	4.2h
Recreation Center	7.15	IX
Rentals/Leases		4.2L
Rubbish		4.2d
Signs/Window Displays	7.6	4.2f
Storage of Material	7.7	
Storage of Vehicles	7.9	
Violations	7.17	XIX

(Revised 10-30-03)

MAINTENANCE & REPAIR INFORMATION

The following information is provided to help owners maintain the exterior of their houses when repairs are necessary. Any repairs or replacements such as roofing, siding, etc. must be done with the materials that match the existing structure/item, and conform to architectural precedents set by the builder and approved by the Board of Managers.

With the passing of time, some of these companies may no longer be in business, and some of the original items may no longer be available from the listed manufacturer or supplier. Contact the Management Company for more information regarding the approved replacement part or suggested supplier.

ITEM*	MANUFACTURER*	COLOR*	COMPANY/ BRAND*
Roof Shingles	Owens Corning Supreme, 25 yr.	Driftwood	Modern Builders Supply
Shutters	Vantage Raised Panel	Green	
Vinyl Siding	Journeyman	Wicker/Chesterton White/Kensington	
Windows/Glass			Macedonia Glass Regency Windows
Garage Door	Anderson #450 Steel Raised Panel/ Insultek	White	Brand Garage Door 440-439-9996
Home Trim	Sherwin Williams Super White	Door: Green/Satin #2385/ Trim: Pure	Sherwin Williams

Light Fixtures	**Kichler Coach Light #93070**	**White/Satin #7005 Black**	**Cleveland Lighting 440-461-9081**

***Use this information as a reference when doing a replacement. Use a picture or paint chip.**

PARTY ROOM **(Call 330 562-8649 for reservations)**

The party room is provided for the convenience and enjoyment of participating residents. Reservations are on a first-come, first-served basis. Only one date may be reserved at a time, although additional dates may be requested following passage of the original reservation.

In order to reserve the party room, the following requirements must be met:

1. Gatherings must be limited to a maximum of thirty-five (35) persons.
2. Resident must be current with rent, condominium and master association fees.
3. A signed party room agreement and a **$175.00** deposit must be submitted at least four (2) weeks prior to the party date. $75.00 is the charge for the use of the party room and the balance is a refundable damages/cleaning deposit. Checks are made payable to *Western Reserve Property Management.*
4. Guests are restricted to the party room and are not permitted use of the swimming pool, exercise room.
5. **A Lakes of Aurora attendant is mandatory when alcoholic beverages will be served.** In the event an attendant is required, an up front fee equal to the number of hours the party will last times the hourly rate of the attendant must be paid. (Example: A party that starts at 8:00 and ends at 12:00 would require an additional $60.00 fee, or 4x $15/hr.) *The guard fee is subject to change without notice.*
6. Parties for residents under the age of 18 must be properly chaperoned.
7. Live bands, DJ's and loud music are prohibited.
8. **NO DECORATIONS OF ANY KIND MAY BE ATTACHED TO THE WALLS, WOODWORK, CEILINGS OR FURNITURE.**
9. Party Room and adjacent areas must be cleaned and all refuse removed before leaving. Any extraordinary cleaning expenses or damages resulting from a party will be deducted from the $100.00 deposit.
10. Noise levels must be kept to a minimum when the leasing/maintenance office is open for business (11:00 A.M.- 6:00 P.M.).
11. Rowdy behavior, smoking and the use of profanity are prohibited.
12. All parties must end no later than 1:00 A.M. and the building secured by 1:30 A.M.

LAKES OF AURORA PARTY ROOM AGREEMENT

Resident Name: _____

I hereby make application to reserve the Party Room for my personal use. Upon acceptance by Management, this agreement becomes binding upon both parties.

Date _____ **Hours from** _____ **to** _____

Number in Group _____ **(Not to exceed 35)** **Amount of Deposit** $_____

The following rules apply:

1. There is a **$75.00** charge for the use of the party room. This charge is refundable in the event the party is cancelled. There is also a security deposit of **$100.00** to cover the cost of any damages or cleaning. This deposit will be refunded less any deductions after the room has been inspected. A check in the amount of **$175.00** must be submitted at least two weeks prior to the date of use along with a signed Party Room Agreement. In the event this application is made less than two weeks prior to the date of use, the security deposit must be in the form of a certified check or money order.
2. Only residents current with rent payments or recreation fees are permitted use of the party room.
3. Capacity of the party room is not to exceed thirty-five (35) guests. Live bands, DJ's and loud music are prohibited. Smoking within the recreation building is prohibited.
4. Attendants are required at any party where alcohol (beer, wine, hard liquor, etc.) is on hand and the attendant must be present for the full length of the use of the room. The current rate of the attenant is $15.00 per hour times the number of hours per party. Failure to have an attendant present will result in forfeiture of the full deposit and the privilege to rent the party room suspended.
5. **NO DECORATIONS OF ANY KIND MAY BE ATTACHED TO THE WALLS, WOODWORK, CEILINGS OR FURNITURE.**
6. Parties for residents under the age of 18 must be properly/adequately chaperoned by a responsible adult at all times.
7. All parties must end no later than 1:00 A.M. The building must be secured by 1:30 A.M.
8. Use of the swimming pool and exercise room is strictly prohibited. Failure to observe this rule will result in the loss of future use of the party room.
9. The Party Room and adjacent areas must be clean and all refuse removed by 10:00 A.M. on the following day. Any extra cleaning or damages resulting from the party will be deducted from the security deposit. Such charges will be invoiced to the resident signing this agreement.
10. The security deposit, less any charges, will be returned to you through the office of Western Reserve Property Management, approximately ten days after the party date.
11. If the Party Room is not available for use on the date specified for any reason whatsoever, the Landlord, or its agents shall not be liable for any damages suffered by Tenant as a result thereof.
12. Noise levels must be kept to a minimum when the leasing office is open for business (11am to 6pm).

Any failure to comply with these rules shall be considered sufficient cause for any action deemed necessary by the Management, including banning violators from the use of the party room.

Checks are made payable to: WESTERN RESERVE PROPERTY MANAGEMENT

_____ _____
Resident Signature **Address & Suite Number**

_____ _____
Date **Telephone Number**

By: _____ _____
Agent **Amount of Security Deposit Received**

Kensington Court Condominium Association Estate Sale Instructions & Procedures

An Estate Sale is permitted if the property owner has died or has moved into a situation where he/she will be unable to keep the property, such as a move to an assisted living, retirement or rest facility, or other living quarters. The following restrictions apply:

1. A furnished "Estate Sale Request Form" must be received for approval by the Management Company 15 days in advance of the sale. Only one Estate Sale is permitted per weekend in each development. **GARAGE SALES & TAG SALES CONTINUE TO BE PROHIBITED IN THE KENSINGTON COURT DEVELOPMENT, with the exception of the annual garage sale** (please see pg. **15** in the Resident's Handbook of Rules and Information for more Details).

2. The Estate Sale shall be conducted by a professional liquidator (bonded & insured) and proper signage must be posted, including signs that restrict parking on the side of the street with the fire hydrants in case of an emergency.

3. Sales are permitted only on Thursday, Friday and/or Saturday (must be on consecutive days: Thursday/Friday or Friday/Saturday) between the hours of 10:00am – 3:00pm with the total hours of the sale not to exceed TEN in TOTAL for the two days.

4. Damage to Common and/or Unit Owner property, as a result of the Estate Sale, will be at the expense and responsibility of the Unit Owner having the Estate Sale.

Kensington Court Condominium Association
Estate Sale Request Form

1. Unit Owner(s) Name, Address, and Telephone Number:
   Unit Owner Name: _____
   Address: _____
   Telephone Number: _____

2. Proposed Date(s) of Estate Sale: _____
   Proposed Hours of Estate Sale: _____

3. Reason for Estate Sale:
   _____Death of Owner
   _____One or Both Spouses Moving to Assisted Living, Retirement Home, or Rest Facility, or Other Living Quarters.

4. Name and Telephone Number of the Company Conducting your Estate Sale (Attach Proof of Insurance):
   Company Name: _____
   Telephone Number: _____
   Contact Person: _____

_____ _____
Unit Owner Signature Date

_____ _____
Authorized Legal Heir Date

Approved: _____ Date: _____

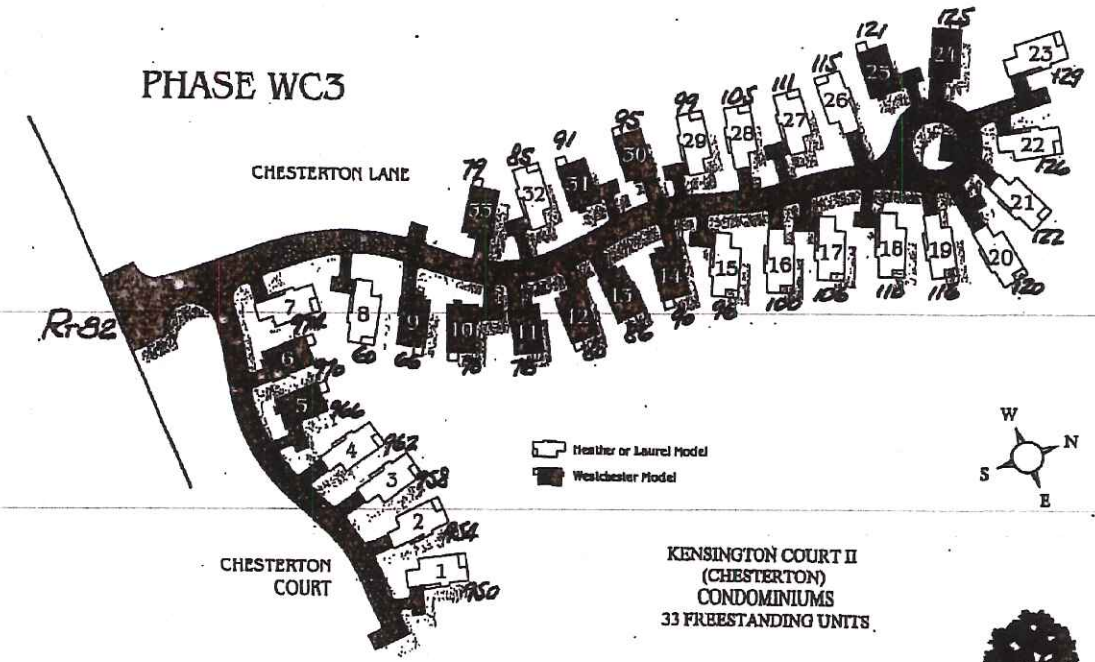
966	Linda Barber		
970	Lee Lundblad		
974	Daryl & Sonja Koning		
		33	
KENSINGTON COURT			
ADDRESS	NAME	PHONE	EMAIL
70	Michael Colebrook	330-562-4568/216-559-4043	topiaryman@gmail.com
76	Michael & Jan Bukach		
82	Mildred & Meryl Insler	330-562-6651/216-408-3693	vsi82k@roadrunner.com
88	Garland & Donna Ridgley	330-995-2929	Donnar88@roadrunner.com
94	Thomas & Denise Latsko		telats65@gmail.com
100	Thomas & Renee Jablonski	248-644-8056/586-612-7931	tzjabo@gmail.com
106	William & Sandra Gertz	330-995-5116	jessiegerz@roadrunner.com
112	Richard & Debra Jones	330-562-0998	Rjones7596@aol.com
118	Thomas & Debra Henretta	216-559-9002	Thomasemail@roadrunner.cc
124	Mary Ann Strenk		
130	Joanne Bakos	330-562-0776/216-339-0888	
136	Peter & Thresa Gugliotta	330-562-8552/219-347-3488	PeteG0513@aol.com
142	Richard & Elaine Cibik	330-995-4884/216-288-4884	recibik@aol.com
148	Leonard & Karen Zeid	330-562-2895/440-665-2403	nanazeid@aol.com
152	Bruce Kullman		
158	Rita Nichols	330-995-6249/216-310-3314	rita.nichols63@gmail.com
164	Meghan Dianne Denicola		
170	Frank & Elizabeth Lavallo		
176	James & Katherine Frameli		
182	Veronica Koubek		
188	Charles & Cecilia Coven		
194	William & Jill Morris		
200	John Brzozowski		
206	Donna Soloman		

KENSINGTON COURT

ADDRESS	NAME	PHONE	EMAIL
70	Michael Colebrook	330-562-4568/216-559-4043	topiaryman@gmail.com
76	Michael & Jan Bukach		
82	Mildred & Meryl Insler	330-562-6651/216-408-3693	vsi82k@roadrunner.com
88	Garland & Donna Ridgley	330-995-2929	Donnar88@roadrunner.com
94	Thomas & Denise Latsko		
100	Thomas & Renee Jablonski	248-644-8056/586-612-7931	tzjabo@gmail.com
106	William & Sandra Gertz	330-995-5116	jessiegerz@roadrunner.com
112	Richard & Debra Jones	330-562-0998	Rjones7596@aol.com
118	Thomas & Debra Henretta	216-559-9002	Thomasemail@roadrunner.com
124	Mary Ann Strenk		
130	Joanne Bakos	330-562-0776/216-339-0888	
136	Peter & Thresa Gugliotta	330-562-8552/219-347-3488	PeteG0513@aol.com
142	Richard & Elaine Cibik	330-995-4884/216-288-4884	recibik@aol.com
148	Leonard & Karen Zeid	330-562-2895/440-665-2403	nanazeid@aol.com
152	Bruce Kullman		
158	Rita Nichols	330-995-6249/216-310-3314	rita.nichols63@gmail.com
164	Kathy Vinson	330-995-3209/216-390-1913	lkh31@yahoo.com
170	Frank & Elizabeth Lavallo		
176	James & Katherine Frameli		
182	Veronica Koubek		
188	Charles & Cecilia Coven		
194	William & Jill Morris		
200	John Brzozowski		
206	Donna Soloman		

(11/04/15) (9/30/160

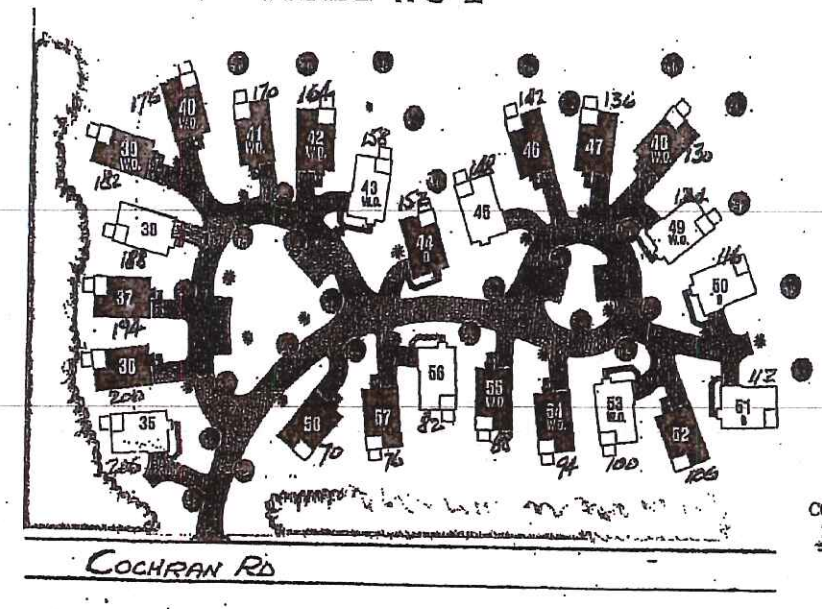
THE LAKES of Aurora Site Maps



THE LAKES OF AURORA

THE LAKES of Aurora Site Maps

PHASE WC-1



KENSINGTON COURT I
CONDOMINUIM ASSOCIATION
24 FREESTANDING UNITS

THE LAKES OF AURORA

BOARD OF MANAGERS

AND

MANAGEMENT COMPANY

INFORMATION

(Revised 8-2018)

Board of Managers:

Michael Kline, At Large (Term expires 2018) 216-789-9964 cat22658@aol.com

Joe Terlizzi, At Large (Term expires 2018) 330-995-4762 jtlztrust@gmail.com

Tom Latsko, Secretary (Term expires 2019) 330-954-9149 Telats65@gmail.com

Ken Holeski, Treasurer (Term expires 2020) 216.789.0696 ken@getnewport.com

Bill Morris, President (Term expires 2020) 440-915-3870 b.morrisjr@aol.com

Management Company:

Property Manager: Nancy-Anne Wargo

Reserve Realty Management
480 W. Aurora Road
Sagamore Hills, Ohio 44067
330-467-0828, Ext. 208
nwargo@reservemgmt.com

Website:

Reserverealtymanagement.com

Kensington Court Condominium Association

UNIT OWNER REQUEST FORM

PLEASE PUT YOUR REQUESTS FOR SERVICE OR FOR MAINTENANCE PROBLEMS IN WRITING. COMPLETE THE TOP PORTION AND SUBMIT TO RESERVE REALTY. YOU CAN MAIL TO: 480 W. AURORA RD., SAGAMORE HILLS, OH 44067, OR FAX TO: 330-467-6845, OR EMAIL TO: office@reservemgmt.com. YOUR REQUESTS WILL BE DEALT WITH MORE EFFICIENCY THIS WAY.

Question? _____ Request for repair? _____ Request for Landscaping Service? _____ Other? _____

Unit Owner: _____ Date: _____

Address: _____

Telephone – Day: _____ Evening: _____

Description of request: _____

_____

_____

_____

_____

Signature of Unit Resident: _____

For Management Office Use Only **Date Received** _____

Disposition of this Request

_____

_____

_____

_____

Signature of Office person dealing with this Request: _____

Date: _____

Response sent by Office person to Unit Owner and to: _____

Date: _____

EMERGENCY SITUATIONS WILL STILL BE HANDLED BY CALLING
RESERVE REALTY OFFICE
(330) 467-0828 – AFTER HOURS CALL: (216) 903-4109