

HEATH LANE CONDOMINIUMS

Homeowners Manual

Rules and Regulations
2026

Association Rules and Regulations
Effective October 16, 2026

IN THE CASE OF AN EMERGENCY, CALL 9-11 before reaching out to any vendor or management!

Vendor	Name	Contact Information
Property Management	Reserve Realty Management	Ph: 330-467-0828 Emergency, After-Hours Line: 216-903-4109 www.reserve Realty Management.com
Non-Emergency Police	Streetsboro Police	330-626-4919
Non-Emergency Fire	Streetsboro Fire	330-626-4664
Legal Counsel	Eques Law Group	Please direct any questions to property manager unless you have received a legal letter from our attorney.

1. Introduction

A. Purpose of this Manual

The Board of Directors (the “Board”) of Heath Lane Condominium Association, Inc. (the “Association”) hopes that you are enjoying your condominium and experiencing quality living.

In order to ensure the comfort, health, safety, and pleasure of all Association residents and Owners, we have established these commonsense Rules and Regulations (“Rules”), which apply to all visitors and residents of the Heath Lane Condominiums. We hope that this booklet will serve as a ready and convenient reference. We ask that you keep this booklet handy and refer to it when necessary. If something arises that is not covered here, please do not hesitate to contact the Board of Directors, or you may refer to the Declaration of Condominium Ownership (the “Declaration”), Amendments, and the By-Laws for the Association for further guidance (AKA the “governing documents”).

Remember, you reside in a planned community which is shared by over 400 residents. You cannot take the position that "I own this unit, and I can do anything I want to do". What you can change without permission is limited to the non-structural inside of your unit. The outside belongs to “all of us”. All of the

grounds surrounding the Units are Common Elements and are maintained for the enjoyment of all residents.

This booklet is in no way intended to be a substitute for the Declaration or the By-Laws. If any conflict arises between these Rules and the recorded Declaration or Bylaws, the recorded Declaration and Bylaws shall control. The Board of Directors reserves the right to change or revoke the existing rules and make such additional rules and regulations from time to time, as in their discretion shall be deemed necessary or desirable for the safety and protection of the buildings or their occupants.

The Association's annual membership meeting is held on a yearly basis, and all Unit Owners are encouraged to attend. As a Unit Owner, you will be notified in advance of the meeting date, time, and location, and this is the time that Board positions will be elected.

The Board, on behalf of the Association, retains the services of a professional management company, Reserve Realty Management, Inc., to carry out the Board's decisions and to handle the day-to-day operations of Heath Lane. Our manager, Samantha McCarley, can be reached by phone at the number listed above, or by email to smccarley@reservemgmt.com. All maintenance concerns and questions, architectural change requests, as well as any complaints, should be directed to the management company. Complaints MUST BE in writing, either by email or regular mail, to be considered valid.

THE BOARD REQUESTS AND APPRECIATES YOUR COOPERATION IN RECOGNIZING THAT THEY ARE NOT EMPLOYEES AND SHOULD NOT BE CONTACTED DIRECTLY ON ASSOCIATION-RELATED MATTERS OUTSIDE OF BOARD MEETINGS. BOARD MEMBERS ARE NOT INDIVIDUALLY RESPONSIBLE FOR RESOLVING ASSOCIATION MATTERS AND CAN ONLY DECIDE ON ISSUES BROUGHT TO THEIR ATTENTION BY THE MANAGEMENT COMPANY. AGAIN, ALL COMMUNICATIONS MUST BE DIRECTED THROUGH RESERVE REALTY MANAGEMENT TO ASSURE THAT YOUR CONCERNS AND QUESTIONS ARE PROPERLY ADDRESSED AND ANSWERED.

Lastly, the Association's governing documents define the standard of living residents may expect. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. As such, the Association has adopted a good neighbor policy.

The good neighbor policy requires that in most circumstances before filing a complaint about a neighbor, one must take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation.

Simply put, our community spirit lies within each resident!

B. The Elected Board of Directors

- 1) **Board Member Term and Responsibilities.** The procedures and responsibilities of the Board of Directors are described in the By-Laws for the Association. The Board consists of three members in good standing, each serving a three-year term after being elected by a majority vote of those Unit Owners present at the Association's Annual meeting.
- 2) **Volunteer Role.** The volunteer Board members serve without compensation. They oversee the physical, social, and financial management of the Heath Lane complex as set forth in the By-Laws.
- 3) **Regular Board Meetings.** The regular meetings of the Board of Directors are held at least six (6) times per year. Any Owner wishing to attend must contact the Board regarding the time and location of the next Board meeting, with a request for attendance. If some business is to be brought to the Board, it must be submitted in writing to the managing agent at least 72 business hours before the meeting, in order to be added to the agenda.
- 4) **Property Management.** The Board delegates its management responsibilities for the condominium to the property manager. Unit Owners should contact the property manager in order to request maintenance assistance or to ask any questions.
- 5) **Channels of Communication.** If there are any complaints or inquiries to the Board, please put such concerns in writing, and mail them or send them by email to the Association's managing agent.

C. Association Maintenance Responsibilities

- 1) **Areas of Responsibility.** Certain maintenance, replacements, and repairs are the responsibility of the condominium association, described in the Declaration of Condominium Ownership. Others are the responsibility of the individual condominium Owner. The three areas of responsibility established in the Declaration are as follows:
 - i. **Individual Unit** – Each of the Units consists of all the space bounded by the drywall of the perimeter walls, floors, and ceilings of the Unit, and such interior walls and other partitions or roof rafters necessary to constitute a complete enclosure of space. Everything within these boundaries built and installed are for the exclusive use of said Unit. The

Unit also includes any plumbing or other utilities only serving the Unit. The maintenance of this space is the responsibility of the Unit Owner.

- ii. **Common Elements** – Common Elements consist of the land on which the condominium sits; all foundations, slabs, structural elements and exterior surfaces of all buildings; all exterior utility lines and all shared interior utility lines, drives, and parking areas, trees, shrubs and landscaping and other common features. Maintenance for this area is the responsibility of the condominium association.
- iii. **Limited Common Elements** - Limited Common Elements are those portions which are immediately adjacent to the respective condominium Units and are set aside for the exclusive use of the respective condominium Unit Owners. These areas are governed and controlled by the Association, but maintenance, repair, and replacement are generally the responsibility of the Unit Owner.

- 2) **Responsibility Chart.** To summarize the responsibilities of Owners and the Association, refer to the following chart. If you have questions regarding your responsibility, refer to the Declaration or reach out to management.

If there is a conflict between the Declaration and this responsibility chart, the Declaration shall control.

Item	Responsible for Repairs	Responsible for Maintenance	Responsible for Replacements
Driveways and access drives to garages	Association	Association	Association
Private Road (Common Element)	Association	Association	Association
Landscaping on the Common Elements	Association	Association	Association
Landscaping on the Limited Common Elements	Owner – with Association permission	Owner – with Association permission, except grass, which is Association, unless within a fenced area	Owner – with Association permission
Sidewalks (common element)	Association	Association	Association
Easement Areas – utility, sanitary, stormwater	Association	Association	Association
Roofing	Association	Association	Association
Exterior Siding of units	Association	Association	Association
Exterior Trim of units	Association	Association	Association
Garage Door & Painting	Owner	Owner	Owner
Unit Exterior – Generally except as provided herein	Association	Association	Association
Common Elements – Generally	Association	Association	Association

Utilities – Unit	Owner	Owner	Owner
Lightbulbs – Unit exterior	Owner	Owner	Owner
Doors	Owner	Owner	Owner
Deck, patio, fence	Owner	Owner	Owner
Walkways to units	Association	Owner	Association
Gutters/downspouts	Association	Association	Association
Foundations	Association	Association	Association
Exterior fixtures – serving a unit	Owner	Owner	Owner
Utility lines – serving a unit, located in boundary of unit	Owner	Owner	Owner
Structural walls and structural components	Association	Association	Association
Doors/frames - units	Owner	Owner	Owner
Front porch/patio/ stoop/step (if any)	Owner	Owner	Owner
Insurance – Common Elements	Association	Association	Association
Insurance for Unit	Association, Unit Owner optional coverage	N/A	Association, Unit Owner optional coverage
Garage door/mechanism	Owner	Owner	Owner
Common utility lines	Association	Association	Association
Exterior/interior vents, stacks, chimneys	Owner	Owner	Owner
Drywall and wood subfloor – Unit	Owner	Owner	Owner
Nonstructural interior walls – Unit	Owner	Owner	Owner

D. Condominium Roadway

The easement (roadway) of the condominium property is classified as a private roadway with public access. It is therefore administered by local safety forces like any other public road or location. Local safety forces may ticket and/or tow vehicles, which are in violation of fire lane ordinances. Costs will be borne by the offender. The Board of Directors may also order a vehicle towed from the condominium property if in violation of the Association Rules or governing documents.

In the event of unreasonable noise or other nuisance, law enforcement may be called upon to enforce local laws.

2. Condominium Property Rules

A. Common Elements

- 1) Any and all damages to the Common Elements caused by an Owner or guest of an Owner shall be repaired or replaced at the expense of the Unit Owner.
- 2) No signs or flags may be erected in the Common Elements, except for the flag of the United States of America or POW/MIA Flag, which may be placed on the Common Elements by the Board, or on the Limited Common Elements by the respective owner. All permitted flags must be flown using the "My Flag" standards.
- 3) No items may be stored, left overnight, or placed permanently in the Common Elements or in the driveways, including but not limited to furniture, appliances, personal articles, recreational items, bicycles, and waste. Picnic tables and grills may be used in the Common Elements as long as they are removed after use.
- 4) Construction or landscaping materials (i.e. mulch, plants, building materials, etc.) shall not be stored in the driveways or anywhere on the Common Elements without the prior, written permission of the management company.
- 5) Playsets cannot be erected in Common Elements. Any changes to Limited Common Elements must be approved by the Board, in writing.
- 6) Solar panels are not permitted.
- 7) Satellites, aerials, antennas, swings, awnings, canopies, or other additions are only allowed with prior written permission from the Board, subject to the rules set forth herein.
- 8) Nothing may be removed or added, and no change may be made to the Common Elements except with prior, written permission from the Board, nor shall anything be done on the Association property which may increase the rate of insurance.
- 9) Ground feeding of wildlife such as birds, Canadian geese, ducks, squirrels, feral cats, etc. is prohibited. Food placed on the ground around a Unit attracts rodents and creates an unsightly appearance and a health hazard.
- 10) No noxious or offensive activity or noise (including but not limited to loud music, fireworks, or discharge of guns) shall be carried on by any Owner/occupant or upon Common Elements.

- 11) Any repairs required for the exterior of the Units or the Common Elements should be reported immediately to the Board of Directors.
- 12) Decorative seasonal items are permitted, provided that they do not cause damage to the Common Elements or Limited Common Elements, including holes in the building exterior or doors (hangers cannot be permanent), and provided that they do not constitute a nuisance, and are not offensive. Holiday decorations may be put up no sooner than one month before the holiday. All holiday decorations must be removed within three weeks of the holiday. Decorations on the lawn require the prior, written approval of the Board.
- 13) No items are permitted to be placed inside of the tree rings, including shepherd's hooks, holiday or seasonal decorations, plantings, and/or any other flag or decorative item, and such prohibition shall include holiday decorative items. These are not Limited Common Elements, rather, Common Elements which are not for the exclusive use of each Unit Owner, and any items placed in such rings shall be removed without notice to the Unit Owner.
- 14) Common Elements may not be altered by the Unit Owner. If a Unit Owner wishes to install a three-season room, it will require the prior, written permission of the Board after an architectural drawing has been submitted. Additions to the Unit are not permitted absent approval of 100% of the voting power of the Association.

B. Parking and Vehicle Regulations

- 1) There is to be no parking on Heath Lane roadways at any time. Please be advised that Heath Lane is a fire lane, and that any vehicles parked on the roadway will be subject to an immediate tow at the owner's expense, as well as enforcement assessments.
- 2) Each Unit Owner's parking space shall consist of his/her garage area and the drive area immediately in front of the Unit's garage. Residents shall first park within their garage before parking outside on the driveway in front of the Unit's garage.
- 3) The number of vehicles per Unit shall be limited to double the size of the garage; that is, single garage Units are permitted to have two (2) permanent vehicles on the property, and double garage Units are permitted to have four (4) permanent vehicles on the property.
- 4) All vehicles owned by residents, leased by residents, or those otherwise permanently on the Heath Lane property shall be registered with the Association through the management company.
- 5) The following vehicles may not be left parked anywhere on the Condominium Property outside of a garage: trailers, house trailers, boats, motorcycles,

commercial vehicles of any kind, motor homes, trucks larger than 1 ton, dually wheel vehicles, vehicles bearing signage, livery vehicles, campers, golf carts, dirt bikes, all-terrain vehicles, and other large or recreational vehicles.

- 6) Guest parking pads are for the use and convenience of guests, not for use of Unit Owners or their residents. Guests are not permitted to park on the Property for more than forty-eight (48) hours. **Any request to utilize guest parking on the Property for more than forty-eight (48) hours shall be submitted to the management company and approved in advance.** Owners and residents who violate this provision will be subject to escalated enforcement assessments.
- 7) Construction or commercial vehicles are permitted on the property for work performed at a Unit between the hours of 9:00 a.m. and 6:00 p.m., or with prior authorization from the Board.
- 8) The Board of Directors contracts annually for snow removal on the streets and individual driveways. Each Unit Owner is responsible for cleaning snow and ice from the walkway from the driveway to the front door.
- 9) No junk or derelict vehicle, unlicensed vehicle, or vehicle without plates is permitted to remain stored on the Association property.
- 10) The Common Elements (defined in Declarations) are for the use and enjoyment of all Unit Owners, subject to the rules set forth herein. Everyone is required to be considerate in the use of these areas.
- 11) Any and all damages to the Common Elements caused by a Unit Owner or guest of a Unit Owner shall be repaired or replaced at the expense of the Unit Owner.
- 12) Penalties for failing to follow these Parking Rules may result in infractions of not less than \$25.00 for each offense and may include the towing of the vehicle at an additional expense.
- 13) First parking offense in six months: \$25.00; Second parking offense in six months: \$50.00; Third parking offense in six months: \$75.00; and Fourth and Subsequent parking offenses: \$100.00 per offense, plus legal fees and all out-of-pocket expenses of the Association. Where the parking offense lasts more than 72 hours, the enforcement assessment will be charged on a per-day basis.

C. Landscaping

- 1) There shall be no alterations to the Common Elements such as planting or removing any presently planted shrubbery, trees, bushes or plants, absent prior, written consent of the Board.
- 2) It is the responsibility of the Unit Owners to water the grassy areas, trees, and shrubs in their Limited Common Elements. If any of these need to be replanted due to failure to maintain, it will be at the Unit Owner's expense.
- 3) Unit Owners may reasonably plant flowers in existing foundation bed areas. All such flowers planted by Owners must be maintained by the Unit Owner, including weeding, watering, and removing dead plants. Flowers shall not exceed the height of the windowsill.
- 4) The planting of flowers, flowering bushes, and vegetables is permissible within the rear portion of the Limited Common Elements along the Unit Owner's foundation patio/deck, as long as it is within the confines of the privacy fence. These beds are not to exceed thirty-six (36) inches in width. Written permission must be secured from the Board of Directors before any planting is done.
- 5) No other beds or gardens are permissible without the prior, written permission of the Board of Directors.
- 6) All grass will be mowed by the Association, except in any space confined by a fenced-in deck/patio, which is the responsibility of the Unit Owner to maintain.

D. Limited Common Elements

- 1) The Board must approve all exterior alterations and additions prior to the installation of any such alteration, including, but not limited to, any fence, wall, or other structure. No changes may be made to the exterior, including building or landscaping (installing trees, bushes, etc.), without the prior, written approval from the Board of Directors.
- 2) Painting shall not be allowed on any exterior surface of the Units, including Decks or Fences, except with the approval of the Board.
- 3) Decks, Fences, and Patios are Limited Common Elements, and are the responsibility of the Unit Owner to maintain, repair, and replace.
- 4) A porch or deck cannot be located within 8' of the rear Limited Common Element line, or within 25' of the exterior boundaries of the Condominium Property. The porch area cannot be within 5' of the neighboring Unit's boundary line unless there are no windows or doors.

- 5) Nothing shall be stored in the patio or deck area other than patio furniture, grills, and planters. Patios, decks, and areas below decks shall be kept in a tidy manner. Any under-deck storage must be placed in brown, black, or earth-tone deck boxes or other containers that are approved by the Board in writing. Such deck boxes shall be located entirely under the deck. Wood, mulch, building materials, and/or other items shall not be stored under the deck unless in a deck boxes or containers that are approved and are kept in a sightly manner.
- 6) The Association does not allow the storage of firewood along the outside of the Units or in the porch areas. If firewood is kept in the garages, keep in mind that the Association does not provide extermination of pests.
- 7) Maintenance of privacy fences is the responsibility of the Unit Owner. They are to be stained as needed or when requested by the Board, with the type and color of stain as designated by the Board.
- 8) Each Unit may have up to two planters in the Limited Common Elements of the stoop or sidewalk. In addition, each Unit may have either two single shepherd's hooks or one double shepherd's hook displayed. Any sort of plant wall, and/or other structure must be approved by the Board, in writing, prior to any installation.
- 9) Each Unit may have up to one garden flag.

D. Pet Policy

- 1) All pets are to be leashed or carried (including cats as well as dogs) and under control of a person able to maintain control of such pet at all times and are never permitted to run loose with or without their handlers. A leash must be a physical leash and may not exceed ten (10) feet in length.
- 2) No stakes, poles, or runs may be placed in the Common Elements.
- 3) Clean-up after your pet is absolutely required, regardless of the size of the pet. The resident must clean up after their pet even in the winter months. Pet owners are responsible for the cost of repairing areas damaged from urination and/or defecation of their pets.
- 4) Be considerate of your neighbors' bushes and trees. Try to have your pet use the Limited Common Element to the rear of your Unit.
- 5) Owners are responsible for damage caused by their pet.
- 6) All pets must be inoculated and licensed as required by law.

- 7) Animals cannot be bred or kept for any commercial purpose.
- 8) Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed upon ten (10) days' written notice from the Board.

E. Individual Units

- 1) Repairs to all interiors of the Units are the responsibility of the Unit Owner. This includes furnaces, drywall, water heaters, air conditioners, and plumbing.
- 2) Repairs to storm doors, windows, and certain other items are the Unit Owner's responsibility. If a Unit Owner wishes to install a new storm door or replace an old storm door or any windows, they must obtain the prior, written approval of the Board. All screen/storm doors must be white and full view type doors (i.e. one solid screen or a two-section door with screen). **WARNING:** Because of the superior insulating properties and weather-stripping of the entry doors on your Unit, **STORM DOORS ARE NOT REQUIRED AND ARE NOT RECOMMENDED.** In fact, in certain applications, storm doors can cause excessive heat on the entry door and its components. If this heat is not permitted to escape, the temperature of the air between the entry door and the storm door can rise to 150 degrees, and cause damage to raised moldings and other components as well as cause blistering of the paint on its surface.
- 3) The Association insurance covers the outside of the building as Common Elements or Limited Common Elements; the insurance of the Unit contents and interior is the Owner's responsibility.
- 4) The Association has the right to keep a key to access the Unit when a Common Element needs to be repaired from the interior of the Unit, or when there is an emergency. The Association has the legal ability to access the Unit regardless of whether it has a key; however, any damage or cost of rekeying the door will be the responsibility of the Unit Owner who failed to provide access or who failed to provide a key. Unit Owners are encouraged to name an emergency contact should they be absent from the Unit for more than one week at a time, and/or obtain a Knox Box which holds a key from the Fire Department.

F. Prohibited Business Uses

- 1) Only community garage sales are permitted, which shall take place once or twice per year. Signs may not be placed outside the Unit. Furnishings and items for sale cannot be displayed or stored outside the Unit (including the lawn, driveway, patio, decks, etc.). The Person(s) conducting the Sale will be

responsible for monitoring traffic and parking to ensure that the lifestyle of other Unit Owners is not disrupted.

- 2) A resident may have a home office provided that it meets the requirements for a business in a residence in the City of Streetsboro, and provided that it is not detectable by sound, smell, or sight, and does not involve any employees or customers coming and going to the Unit.
- 3) Conducting any sort of other business within the Unit is prohibited.

G. Exterior Appearance

- 1) For Sale signs are permitted only with prior, written permission from the Board and may only be hung inside the window of the Unit for sale. Open House signs are only permitted at the time of the Open House.
- 2) All other signs are prohibited, including political signs.
- 3) Any window fans visible from the exterior must be placed only in back-facing windows. Any window fans must not be visible from the front of the Unit.
- 4) Clotheslines are prohibited.
- 5) If a Unit Owner or Occupant is away for an extended period of time (i.e. to a second home for the winter, on vacation, or hospitalization or assisted living), the Unit Owner has the responsibility to ensure that heat service continues and that pipes do not freeze. Damage resulting to Common Elements or other Units may result in repair costs being assessed to the offending Unit Owner.
- 6) For security and appearance, garage doors are to be kept closed and locked when not in use. "In use" constitutes actively moving vehicles in or out of the garage, cleaning the garage, working on yard maintenance, loading or unloading items, cleaning garage, and/or other activities that are actively incidental to garage use. Garage contents are the responsibility of the owner/tenant, and the Association takes no responsibility for the theft of any contents.
- 7) Any window shades, blinds, curtains, or window coverage must be either white or cream colored when closed and viewed from the exterior.

H. Satellite Dishes

- 1) Any Dish must be installed in the mulch area of landscaping.
- 2) The Dish must be installed as low to the ground as possible.

- 3) Dishes may also be attached to the deck areas or privacy fences since maintenance of these areas is the unit owner's responsibility.
- 4) Under no circumstances is a dish to be attached to the building or roof.
- 5) If the Unit Owner or company installing the dish wishes to attach the dish in any other location, the Unit Owner will need to get prior, written approval from the Board of Directors.
- 6) The Dish shall be no wider than one meter in diameter. If reception can be had with a smaller dish, then a smaller Dish must be used.
- 7) For safety, all exterior wiring shall be neatly attached to the device and hidden from view as much as possible to prevent such wiring from coming loose and causing bodily injury or property damage. Wiring needed to reach the inlet box is to be secured under the bottom siding in a secure and inconspicuous manner without drilling or creating holes in the siding.
- 8) Wire from the Dish to the Unit is to be run underground at a depth deep enough not to interfere with landscaping work.
- 9) If the Unit Owner decides at a later date to discontinue the service, then the dish and all supplemental devices must be removed by the Unit Owner, and landscaping must be restored to its original state within 60 days of the discontinuance of use by the Unit Owner.
- 10) The Owner must indemnify the Association, its members, and agents from liability arising from the dish installation.
- 11) Owner is responsible for maintaining the paint or other finishes on the device and its brackets, fasteners, or other associated hardware so these components do not rust or weaken over time.
- 12) Owner is responsible for any damage caused by the Owner or Dish Installer, directly or indirectly, by the device installation or removal thereof.

I. Rubbish/Trash Pickup

- 1) Containers, properly bagged or boxed, may be put out after dusk the evening before pick-up or early on the morning of rubbish pick-up. If bags or containers are broken and rubbish becomes strewn, it is the Unit Owner's responsibility to clean up all debris.
- 2) Rubbish containers must be returned to the Unit the next day after trash pickup, but in no case more than 24 hours after pick-up.

- 3) All trash must be placed inside the container provided by the trash company.
- 4) If the volume of trash exceeds the container's capacity, residents must arrange for a bulk pickup directly with the trash company at their own expense. If the Association is billed for excess or improperly disposed trash, those charges will be charged back to the account of that Owner.

J. Maintenance Fees

- 1) Maintenance fees are due by the 1st of each month. Payments received after the 10th of the month are subject to a late charge of \$10.00. Owners are encouraged to use the property management company's website to set up online payments or autopay due to the uncertainty of US mail.
- 2) See Collection Policy, attached, for more information concerning the handling of past due maintenance fees by the Association.

K. Use of the Property.

- 1) **Residential Only – No Businesses.** No Unit or other part of the Association property may be used for business or other non-residential purposes, subject to the allowances Declaration.
- 2) **Storage of Noxious Materials.** No Unit Owner shall keep, store, or use any hazardous or toxic substance or waste (as defined by applicable law or regulation) within their unit, Limited Common Elements, or Common Element without the prior, written consent of the Board. Owners and Occupants must not pour or spill any oil, solvent, or any other volatile or inflammable material into the storm sewers, garage catch basins, or on the Common Elements. Ohio EPA and the City of Streetsboro prohibit such dumping.

L. Waste, Nuisance, & General Courtesy.

- 1) No nuisance, noxious, or offensive activity is permitted anywhere on the Association property.
- 2) Any smoke, odor, or fume is not permitted to exfiltrate into other Units. It is the responsibility of any occupant to ensure that proper ventilation, air purifiers, insulation, window seals, door seals, and/or other devices are installed to prevent such exfiltration.
- 3) Keep noises at a reasonable level at all times. However, quiet hours are considered to be between the hours of 10:00 p.m. and 8:00 a.m.

- 4) Unit Owners may not pour or allow spilling of oil, solvent, or any other volatile or flammable material into the drainage system. These materials are a potential explosive hazard and contamination risk.
- 5) There is no riding of bicycles, ATVs, or any other vehicles in the grass. Unlicensed, motorized vehicles are not permitted to be ridden on the Common Elements. All persons using bicycles are advised to use caution.
- 6) All Unit Owners and occupants must comply with all applicable state and federal laws concerning prohibitions against discrimination based on race, color, religion, sex, military status, national origin, disability, age, or ancestry. In addition, no Unit Owner may verbally, physically, or visually harass another Unit Owner or occupant based upon the above-mentioned protected classes.
- 7) Solicitation by any commercial, non-profit, or other enterprise is prohibited without a license from the City of Streetsboro and written permission from the Board of Directors.

M. Sale, Transfer of Units, & Rentals

- 1) Unit Owners are responsible for providing the Buyer of their Unit with all updated versions of the Rulebook, Declaration, Bylaws, and all amendments.
- 2) Unit Owners shall ensure that the title company handling the transfer requests a payoff of all maintenance fees and assessments prior to closing.
- 3) All Buyers shall ensure that they have proper insurance coverage prior to the transfer of title.
- 4) No Units may be leased for transient or hotel purposes, which is any rental for less than 30 days.
- 5) All Unit Owners must provide a copy of the written lease to the management company 30 days prior to the move-in date of the rental Unit. Failure to do so will result in enforcement assessments for failure to comply.
- 6) All Unit Owners must provide the names of the Unit Owners and Occupants, business and home addresses of each Unit Owner and Occupant, business and home phone number of each Unit Owner and occupant, and update the same with the managing agent within 30 days of any change.
- 7) The Association reserves the right to evict any occupant and/or tenant, on behalf of the Unit Owner, for repeated and/or egregious violations of these Rules, the restrictions contained in the Declaration, and/or any violations of Ohio law.

3. Enforcement Procedure.

A. Complaints

- 1) The Association investigates written complaints received from Unit Owners and also does periodic walk-throughs, generally bi-annually, of the common elements. Once a complaint is received from an Owner or a violation is discovered at a periodic walk-through, the Board will meet to discuss such potential violations at a Board Meeting in executive session. The Board shall reasonably review the complaint and determine if further action is needed.
- 2) All Complaints to the Board must be in writing and signed by the complainant. The Owner has the option to utilize the Association's Complaint Form (see attached).

B. Flexibility of Policy

- 1) On occasion, a Warning Letter may accomplish the purposes of this Enforcement Assessment Policy. Occasionally, a significant fine on a first violation is appropriate when there is no opportunity to cure such violation and either conduct or damage warrants such enforcement assessment. The Board shall strike a balance between fairness to the alleged violator and fairness to the Owner community; however, the Board shall have flexibility and the sole discretion to determine appropriate Enforcement Assessments, depending on the egregiousness of the infraction.

C. Notice and Due Process

- 1) Owners found to be in violation are subject to the Association's governing documents and as follows:
- 2) A written notice of violation is sent to the Owner allegedly in violation asking them to correct the violation. The Notice must include:
 - a. 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 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 owner must cure a continuing violation to avoid the proposed charge or assessment, if such an opportunity to cure is applicable.
- 3) The Board has the sole discretion to determine the time to cure such violation, if the violation may be cured (for example, number of days to remove an unapproved fence before enforcement assessments would commence). If the violation constitutes an emergency, the Board has the right to cure the violation and assess the Owner back with such costs immediately after notice. Behavioral violations of the restrictions, damage to property, or other similar violations are considered incurable to avoid penalty unless otherwise determined by the Board.

D. Hearing

- 1) The Owner will have ten (10) days to submit a formal Request for a Hearing before the Board from the date the notice is received. If an Owner requests a hearing, at least seven days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this section. Within thirty days following a hearing at which the Board imposes a charge or assessment, the Board, on behalf of the Association, shall deliver a written notice of the charge or assessment to the Owner.
- 2) If no Request for a Hearing is timely submitted, nor is the violation corrected by the time specified in the notice, or the Owner or other occupant fails to commence and diligently proceed to completely cure such violation as soon as reasonably practical, if the violation is one that can be cured, the Board may:
 - a. Impose an enforcement assessment against the Owner. The Board reserves the right to continue assessing fines daily, weekly, or monthly, as prescribed in such Notice until the violation is rectified if the violation is continuing;
 - b. Charge back the Owner with any and all attorney fees, court costs, property management fees, electronic service fees, and/or other costs incurred by the Association due to such violation;
 - c. Pursue litigation to enforce performance on the part of the Owner and to require the Owner to correct such failure;
 - d. The Association may itself perform any act or work required to correct such failure; and/or,

- e. Commence a legal action to recover damages or any other remedy available at law or in equity. All any all court costs and attorney fees

E. Enforcement Assessments

- 1) For violations of an ongoing nature, the Board may require a periodic enforcement assessment until the violation is cured.
- 2) For single infractions, repeated infractions for the same violation (i.e. parking in guest parking after being notified of violation), the owner will not be entitled to an additional hearing.

If you have any questions regarding these Rules, please reach out to the Board. These Rules and Regulations are meant to keep Heath Lane an upscale community in which to live and keep your property value at the highest possible level. We thank you for your cooperation.

Sincerely,

The Board of Directors for
Heath Lane Condominium, Inc.

**HEATH LANE
COMPLAINT FORM**

Your Name (print): _____

Your Address: _____

Your Phone Number: _____ E-mail: _____

Please give a brief description of the violation (animal, noise, etc.):

Date(s) of Violation: _____

Time(s) of Violation: _____

Address/Location of Violation: _____

Name of Offender (if known):

Witnesses: _____

Please attach any pictures or video evidence of the incident.

Were the Police called? (Circle one): Yes No

If "Yes", what were the results? _____

Did the police give you a police report number? If so, what is the number? _____

Name (please print)

Signature Required

Date

RECEIVED BY Heath Lane/Agent:

Date

Manager or Other

In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the Complaining party identity may be made available to the alleged violator.

HEATH LANE CONDOMINIUM ASSOCIATION, INC.
COLLECTION POLICY

The Board of Directors (hereinafter “Board”) reviewed the below policy regarding the collection of maintenance fees and assessments for Heath Lane Condominium Association, Inc. (hereinafter “Association”) during its _____, 2026 Board Meeting. The Board voted to approve and implement the following Collection Policy, effective June 1, 2026.

Collection Procedure-Monthly Maintenance Fees

1. Monthly assessments/maintenance fees will be assessed and are due on the 1st of each month and will be considered late if payment is not received by the Association by the 10th of each month. The Association will not credit payments based upon the postmarked date but will only credit payments based upon the date payment is received.
2. The Association shall impose a single administrative late fee of \$10.00 per month on any late payment and/or on any balance that remains on the account as of the 10th of each month.
3. Each time a late fee is assessed, the Association’s Management Company will send a late notice to the respective Unit Owner.
4. Any payments made to the Association shall be applied in the following order, then in the oldest balance in each respective category:
 - a. Interest and/or administrative late fees owed to the Association.
 - b. Collection costs, attorneys’ fees, paralegal fees and court costs incurred by the Association in connection with the collection.
 - c. Principal amounts owed on the account for common expenses, special assessments or penalty assessments.
5. The Association’s Management Company shall generate a monthly delinquency report that shall be distributed to all members of the Board of Directors and the Association’s Attorney. Such report shall be relied upon by the Association’s Attorney in carrying out the collection actions set forth below. The Association’s Attorney does not charge for the review of delinquency reports—the Attorney will only charge when action is taken. This report shall be distributed to the Board and Attorney even if there are no current delinquencies. The Association’s Attorney shall report in real time the status of all ongoing, active collections to all Board members and the Association’s Management Company.
6. The Association’s Attorney shall submit all proposed repayment plans to the Association’s Management Company to obtain Board approval or denial for such repayment plan.

7. If a Unit Owner is delinquent for a period of at least 60 days and in the equivalent amount due of two months' worth of maintenance fees, the Association's Attorney shall send an initial demand letter to the Homeowner upon notice from the management company, requesting payment for the amount due.
8. If a Unit Owner is delinquent for a period of at least 90 days and in the equivalent amount due of three months' worth of maintenance fees, the Association's Attorney shall then take action necessary to place a Certificate of Lien upon the delinquent Unit, upon notice from the management company. The Association's managing agent is authorized to serve as the Association's designated representative in order to execute such Liens. Any Lien will bear interest at the statutory rate.
9. If a Unit Owner is delinquent for a period of at least 120 days, OR once the delinquent balance has reached \$1,500.00 or more, OR any time after the filing of a Lien, the Board may authorize the Association's attorney to file a small claims action, a municipal court action, and/or a foreclosure action against the Unit Owner(s) and/or the Unit. The Association's Attorney shall send the Unit Owner a final warning letter forty-five (45) days in advance of the filing of any such action.
10. Upon service of a Complaint, if the Association is named a party to a foreclosure against a Unit Owner or their Unit within the Association, the Association's Attorney is authorized to file an Answer to protect the Association's interest if no Lien is in place and if there is no balance due; or an Answer and Cross-Claim to pursue judgment if a Lien is in place or if there is a balance owed by the Unit Owner to the Association. If the Unit is leased (which is not permitted) or is not Homeowner occupied, the Association's Attorney is authorized to file a Motion to Appoint a Receiver. If the Association becomes aware of a pending Estate of a titled Unit Owner, the Association's Attorney has authorization to file a claim with the probate court if such account is delinquent.
11. Once authorized by the Board and filed with the Court, any Complaint or Cross-Claim under this section may be dismissed upon payment in full.
12. Any cost, including attorney 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 Owner.
13. The Board of Directors may revoke the Owner's voting privileges by sending a letter to the Homeowner notifying the owner that the privileges have been revoked due to their failure to remain in good standing by having a balance more than thirty days past due. Any Board Member not in good standing may be removed by a majority vote of the Board.
14. The Board of Directors may revoke the Owner's rights to use the Association's common element recreational areas for failure to remain in good standing.

15. The Board of Directors may withhold approval of any application presented to the Association for approval with regard to architectural design requests for any owner that is not in good standing with the Association.
16. If any Owner (either by their conduct or by the conduct of any occupant) fails to perform any act that they are requested to perform by the Declaration, Bylaws or the Rules and Regulations, and any amendments or supplements thereto, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Homeowner the entire cost and expense, including reasonable attorneys' fees of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a Lien for said amount in the same manner and to the same extent as if it were a Lien for common expenses.
17. This procedure remains in effect until duly changed by the Board and shall be in addition to and not in lieu of any applicable terms set forth in the Association's Declaration, Bylaws, or other operative governing documents.

Todd Rochat
Todd Rochat (Sep 30, 2026 05:48:44 EDT)

SECRETARY

30/09/2026

Date