

THE SLATE CREEK AT NORTH ORANGE CONDOMINIUM COMMUNITY

Slate Creek is more than a “condo development” – it is a community with a common interest in preserving and enhancing our neighborhood aesthetics and quality of life.

Association Rules and Regulations

This Handbook includes the Community Rules and Regulations adopted by the Board of Directors. It contains specific Rules and Regulations authorized by the Declaration and the Bylaws of this Condominium Association and is subject to change by action of the Board of Directors.

This Handbook was created to provide all Unit Owners/occupants with an understanding of the Rules and Regulations under which the Association operates. The Board of Directors believes adherence to these Rules and Regulations are important to maintaining a high- quality, owner-occupied residential community.

This Condominium Association is governed by: (1) the statutory law of the State of Ohio regulating the creation and operation of condominiums, currently Chapter 5311 of the Revised Code of Ohio; and (2) the Condominium Declaration and Bylaws.

Effective Date - October 19, 2023

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BOARD OF DIRECTORS

The Board of Directors has the power and authority under Ohio law and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs.

The Board of Directors shall have the right, power and authority to suspend the voting rights of Unit Owners during any period in which they are in default in payment of condominium fees, charges, or any assessment levied by the Association.

The Board of Directors will consist of five (5) to seven (7) Directors elected by the Unit Owners. Two owners of a unit may serve as a Director and jointly have one vote. The terms of the Directors shall be staggered so that the terms of one or two of the Directors will expire and successors will be elected at each Annual Meeting of the Association. At such annual meetings, successors to the Directors whose terms then expire shall be elected to serve three-year terms. Each Unit shall be entitled to one (1) vote.

PROFESSIONAL MANAGEMENT

Under direction of the Board of Directors, a professional management company may be retained to manage the property. The Board of Directors or its designated Property Manager will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

DECLARATION AND BYLAWS

All Unit Owners should receive a current copy of the Condominium Declaration and Bylaws and Amendments at the closing of their Unit. The Declaration and Bylaws have provisions that govern the Association. All Unit Owners should acquaint themselves with these documents.

RULES AND REGULATIONS

The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish rules and regulations governing the use of the Common Areas and Limited Common Areas (defined later) and the personal conduct of Unit Owners, occupants and their guests. The Board of Directors also has the power and authority to establish and levy enforcement charges for violations of the rules and regulations.

MODIFICATION OF THE RULES AND REGULATIONS

These Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Directors. Before approving any rule amendment, however, the Board must include the rule to be amended on the agenda for two consecutive Board meetings, and must indicate that a rule amendment will be discussed. The Board may not vote on the proposed rule amendment until the second of the two meetings referenced above.

WAIVER OF RULES

The Board may waive any of its Rules and Regulations for an individual Unit Owner for good cause shown. Before approving any waiver, however, the Board must include the rule to be waived on the agenda for two consecutive Board meetings, and must indicate that a rule waiver will be discussed. The Board may not vote on the proposed rule waiver until the second of the two meetings referenced above. A waiver of any rule is effective only if at least 80% of the Board members vote to approve the waiver.

FINANCIAL MATTERS

ASSOCIATION DUES

Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay monthly condominium fees to the Association for operating and reserve assessments. Each Unit Owner also agrees to pay special assessments for capital improvements and special individual unit assessments as deemed necessary by the Board of Directors. These assessments shall be used exclusively to promote and provide for the safety and welfare of Unit Owners and residents and for the best interests of the Condominium Property.

Association dues are payable to Slate Creek Condominium Association on the first day of each month at an address specified by the Property Manager.

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

1. Upon ten (10) days delinquency, a delinquency notice may be sent to the Unit Owner by the Property Manager (with a copy to the Board of Directors), and the owner's account is assessed a \$25.00 late charge. Beginning with the second month's delinquency, the late charge of \$25.00 per month continues to be charged until paid.
2. Upon sixty (60) days delinquency, a "pre-lien" letter may be sent to the Unit Owner by registered mail. The delinquent Unit Owner is assessed for this notice and the Unit Owner is invoiced monthly including late charges until payment is made.
3. The Board of Directors may file a lien when the Unit Owner's account is ninety (90) days delinquent. When a lien is filed, the Association will assess a charge against the Unit Owner for all expenses that the Association incurs to file the lien. The Unit Owner will be sent a monthly statement of their delinquent account.
4. If the Board of Directors initiates a foreclosure action, the Association's attorney fees are added to the Unit Owner's account. Any additional costs and attorney fees incurred are assessed to the delinquent Unit Owner, and the Association may recoup such costs and fees from the Unit Owner after adjudication or settlement.

RETURNED CHECKS (NSF)

Any check returned for non-sufficient funds (NSF) will be handled as follows:

1. The amount of the check will be charged back to the Unit Owner's account;
2. The Association will charge the Unit Owner a handling fee equivalent to any bank charges assessed against the Association; and,
3. NSF checks will be held until a replacement check has been cleared for payment. NSF checks will not be re-deposited.

OWNER/RESIDENT INFORMATION

Each Unit Owner must, within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and all occupants' names, home and business mailing addresses, home and business telephone numbers, license numbers of vehicles parking within the Association, and the name, business address and business telephone number of any person who manages the Unit as an agent of that Unit Owner. Any change in the information must be provided to the Board within 30 days of said change.

COMMON AND LIMITED COMMON AREAS

Those portions of the Condominium Property that are not a part of the Units are called "Common Areas and Facilities or Limited Common Areas (including patios, decks, front porch or drive-ways)" under the Condominium Act.

COMMON AREAS

The Common Areas are for the sole and exclusive use, benefit and enjoyment of ALL Unit Owners and occupants and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Areas in such a manner as to disturb others.

DAMAGE TO COMMON AREAS

Unit Owners are responsible for any maintenance and repair resulting from damage to the Common Areas caused by negligent or intentional acts by the Unit Owner, occupants of the owner's Unit, or any guests/invitees of the Unit Owner. In the event the Association has maintenance or repairs performed on Common Areas, due to Unit Owner's negligence or intentional acts, the Unit Owners are still financially responsible for such repairs.

LIMITED COMMON AREAS

Portions of the Common Areas are reserved for the exclusive use of the Unit Owners and occupants of a particular Unit. These areas are designated as “Limited Common Areas.” The Limited Common Areas attached to each Unit will consist of the improvements within the area including its patio, decks and balconies, the driveway in front of a Unit’s garage, and the front porch or stoop.

PERSONAL EFFECTS

Any personal property maintained within the Limited Common Elements must be orderly and harmonious with the overall appearance of the community.

Flag pole supports and cameras can be attached to the wooden sections of condo units. No penetration of hardboard is allowed by screws or other materials. Questions related to the placement of such items can be referred to the Architectural Committee.

No signs, awnings, canopies, shutters, television or radio antennae, or any other device may be hung, displayed, affixed, or placed on exterior walls, doors, or roofs without approval of the Board of Directors, pursuant to the Waiver of Rules section of these rules. If a waiver is approved the Unit Owner is then responsible for maintaining the addition.

PROHIBITED ITEMS

The following items, though not all-inclusive, are strictly prohibited in Common Areas and Limited Common Areas: swing sets, trampolines and laundry poles/clothes lines. No resident may install a new hot tub or built in grill after October 18, 2023. The use of fireworks within the Association is expressly prohibited.

OHIO GRILLING LAW

In accordance with the Ohio Fire Code, it is recommended that charcoal burners, gas grills or any other type of open-flame device not be used within (10) feet of any combustible material on a multi-family building consisting of three (3) or more units. It is recommended that the Unit Owner have a fire extinguisher available in close proximity to the open flame device.

CONSERVATION EASEMENT

Portions of the Association’s property are protected by a Conservation Easement (which includes the wetland areas) granted to the Land Conservancy of Ohio, Inc. These areas can be found on maps located on the Website. According to the easement filed with the county, the following restrictions apply to the Easement Area:

Prohibited Actions: Any activity on or use of the property inconsistent with the purposes of the Conservation Easement or detrimental to the conservation values expressed therein is expressly prohibited. By way of example, and not of limitation, the following activities and uses are explicitly prohibited:

- a. **Commercial Activities:** Commercial development or industrial activity is prohibited;
- b. **Construction:** The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots is prohibited;
- c. **Cutting Vegetation:** Any cutting of trees, ground cover or vegetation, or destroying by any means of herbicides or pesticides is prohibited;
- d. **Utility Easement:** In the event a utility easement exists on or through the property covered under this easement vegetation may be cut or managed in accordance with the terms of the utility easement;
- e. **Land Surface Alteration:** The removal of soil, sand, gravel, rock, minerals or other materials from the property, or doing any act that would alter the topography of the property shall be prohibited;
- f. **Dumping:** Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the property;
- g. **Water Courses:** As identified in Attachment A of the Conservation Easement, those natural water courses, streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered;
- h. **Utilities:** New transmission lines for electric power, natural gas or petroleum products on the property shall be prohibited;
- i. **Other Activities:** Each and every other activity or construction project, which endangers the natural, scenic, biological, ecological integrity of the property shall be prohibited.

No trees or plants may be removed from the easement area, and no trees or plants may be planted in the easement area, without Board approval. Before approving the removal or addition of any plants or trees in the easement area the Board must first obtain the approval of The Land Conservancy of Ohio.

Further information about the conservation easement can be found in a question-and-answer document on the Association's website.

SPEED LIMIT

The speed limit within the community is 15 miles per hour. It is important to adhere to this speed limit as we do not have sidewalks. Be sure to slow to 15 mph before driving into the community. Reckless operation, excessive speed and parking or driving on the lawn is prohibited.

COMMUNITY CENTER RULES

The Community Center consists of both floors of the clubhouse, pool, and patio. All areas of the Community Center are nonsmoking. The clubhouse is available for rental to Unit Owners for non-profit events.

The Association takes pride in providing our Unit Owners with a beautiful Community Center in which to relax with neighbors, friends, and guests. These rules and regulations were established to permit all Unit Owners enjoyable use of the Community Center without infringing upon the privileges of other Unit Owners and guests.

The following Community Center rules apply:

1. The Community Center is not available to the general public. It is exclusively for the use of Unit Owners, occupants, and escorted guests.
2. Only Unit Owners may reserve the use of the clubhouse for private gatherings.
3. Guests must always be accompanied by the Unit Owner.
4. Each Unit Owner is permitted up to ten (10) guests in the clubhouse without making special arrangements other than notifying Clubhouse committee so event can be placed on the calendar
5. If more than ten (10) guests are desired, the Unit Owner must make arrangements to rent the clubhouse.
6. No pets of any kind are permitted in the Community Center.
7. No loud, boisterous, profane or offensive behavior is permitted.
8. No candles (except on a cake) or confetti are to be used in the clubhouse.

CLUBHOUSE RENTAL RULES AND REGULATIONS

1. The clubhouse is only available for rental to Unit Owners.
2. Persons renting the clubhouse must be present throughout the rental period and are responsible for their guests at all times.
3. The clubhouse is not for private business meetings or commercial activities.
4. Reserving the clubhouse for use by any outside organization is prohibited unless Unit Owner is present.
5. Unit Owners may not make advance reservations for use of the clubhouse on a weekend (Friday, Saturday or Sunday) more than three (3) times during a calendar year. There is no

limit on advance reservations on weekdays (Monday - Thursday), subject to approval by the Board or its designee.

6. No more than sixty (60) people are allowed in the clubhouse at one time.
7. Charges to reserve the clubhouse are:
 - a. A non-refundable rental fee is set by the Board, and Unit Owners will be notified of any changes to the fee.
 - b. A refundable security deposit of \$200. The deposit will be refunded if all of the provisions below have been satisfied.
 - c. Inspection of the clubhouse will occur within 24 hours after the activity by the Club House Committee. Refund of deposit depends upon the results of the inspection.
8. Reservations are to be submitted to the property manager via email and will be granted via email on a first request basis. Payment of the security deposit is required to lock in a reservation date and time. Use of the clubhouse will be posted on the calendar on the webpage so residents can see what activities are occurring in the clubhouse.
9. Payment of the non-refundable rental fee and the \$200.00 security deposit must be received by the Property Manager within 72 hours after the reservation is approved. Checks are to be made payable to "Slate Creek."
10. The renting owner will have exclusive use of the first floor of the clubhouse including the covered porch. The lower-level fitness center, card room and the swimming pool and patio area are not available for private parties and are not to be used by guests during the rental period.
11. The Association will not furnish any party items.
12. The clubhouse kitchen facilities are to be used only to reheat food. All food cooking is to be done outside the Clubhouse prior to using the Clubhouse.
13. Set up and deliveries are permitted two (2) hours prior to the event.
14. **All** clean-up and trash removal is the responsibility of the renting owner. The clean-up should return the clubhouse to the level of cleanliness prior to the use of the clubhouse including all outside areas adjacent to the clubhouse. All trash is to be bagged and placed into the Rumpke trash container on the porch of the clubhouse or at Unit Owner's residence. Any furnishings that have been moved must be returned to their proper place and position.
15. Furniture may not be removed from the Clubhouse. Damages to or thefts from the clubhouse, furnishings or equipment, and any additional costs incurred for follow-up cleaning done by the Association, will be deducted from the security deposit. If the deposit is insufficient, the renting resident will be billed for additional costs.

16. The Association and Unit Owners shall not be responsible for any articles, personal or otherwise, which are lost, stolen or misplaced by any resident or guest.
17. Be sure guests arrive and depart in a manner that does not disturb other residents.
18. Advise guests not to park in other residents' driveways without prior authorization. See the PARKING/VEHICLES section of these Rules.
19. Please close and secure the premises by locking all doors by 1:00 AM on Friday and Saturday nights and by 11:00 PM all other nights.

SWIMMING POOL RULES

The Swimming Pool is for the exclusive use of Unit Owners, occupants, and their guests. Any person who cannot be identified as such, will be asked to leave the swimming pool area by any Unit Owner/occupant present. The Swimming Pool rules are:

1. All persons using the swimming pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.
2. All persons who are age 12 or younger must be supervised by an adult at the pool.
3. Guests are limited to five (5) per household, and must be accompanied by a resident at all times. Guests will be asked to leave if the resident is not present.
4. The following are prohibited in the pool area:
 - a. Pets and animals of any kind
 - b. Glass and other breakable items
 - c. Smoking inside pool area
 - d. Running, diving or disruptive behavior
 - e. Excessive noise and splashing
 - f. External speakers
 - g. Large rafts and adult body floats ("noodles" permitted)
5. Swimming is permitted only in garments sold as swim wear. Incontinent individuals must also wear a swim diaper.
6. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (an orderly fashion) after use. All umbrellas are to be lowered and secured when not in use. Residents and guests are not to leave any litter, or empty drinking containers.
7. After entering or exiting, gates are to be closed and locked.
8. A Maintenance request should be completed on the website about any accidental damage to chairs, tables, umbrellas or any part of the pool area. Costs can be assessed to the Unit Owner if damage was deemed deliberate.

9. The pool will be open daily during swimming season. The days and hours for the swimming pool will be approved by the Board.
10. Wet swimwear is not permitted in the clubhouse. Exception: when using the restrooms users must enter through the side door to the restroom area on the first floor. When the Clubhouse is in use, anyone needing to use the restroom should enter the Clubhouse through the lower-level fitness center door, and use the restrooms on the lower level.
11. The emergency phone should only be used in case of an emergency. A sign will indicate the location of the phone.

FITNESS CENTER RULES

The Fitness Center (and all exercise equipment in the center) is for the exclusive use of Unit Owners, occupants, and their guests. Any person who cannot be identified as such, will be asked to leave the Fitness Center by any Unit Owner/occupant present. Guests must be accompanied by a resident at all times. The Fitness Center rules are:

1. All persons using the equipment in the Fitness Center do so at their own risk and sole responsibility. For safety reasons, **it is strongly recommended** that all users of weight equipment be accompanied by a spotter.
 2. Coming from the pool in wet swimwear to exercise is not permitted.
 3. Clean equipment after use and turn off lights and any electronic equipment upon departure.
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MAINTENANCE AND REPAIR

The Association shall maintain, repair and replace items as shown in the table below. The Association shall maintain a reserve fund for the periodic maintenance, repair and replacement of items as listed. If the reserve fund is not sufficient to cover the costs, Directors may approve special assessments. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and perform cleaning and housekeeping with respect to Limited Common Areas included as part of that Owner's Unit, including window wells. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware thereof. Replacement materials must conform to the original specifications of the unit in style, color, and substance to the extent possible, unless the Board has approved alternate materials.

In the event a Unit Owner fails to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or occupant, or is a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if costs of such repair or maintenance are not covered by insurance, because of a deductible or otherwise, the costs thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit Owner and on that Unit Owner. Determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

MAINTENANCE CHECKLIST REGARDING RESPONSIBILITIES

<u>PROBLEM</u>		<u>UNIT OWNER</u>	<u>ASSOCIATION</u>
General	Approved modification to unit exterior/insurance	•	
Chimney	Vents and dampers with unit exterior siding, exposed flue, flashing	•	
Gutters	Cleaning of gutters frequency determined by Board based upon budget		•
Doors	Weather stripping, storm and screen doors	•	
Doors	Garage and entry (repair and replacement)	•	
Heating and air conditioning systems	Furnace and air conditioner	•	
Landscape	Care and replacement of shrubbery and plantings installed by owner	•	
Landscaper	Care of lawns, shrubbery, trees, replacement as funds are available		•
Patios and decks	Painting, repair and replacement		•
Patios, decks, and window wells	Cleaning and maintenance of appearance	•	
Pests	Insect and wild animal controls	•	
Pipes	Interior pipes for gas, water and sewer (outside faucets are considered part of interior plumbing)	•	
Property damage	Damage within a unit	•	
Walls	Interior maintenance	•	
Walls	Exterior structural maintenance		•
Windows	Frames, glass, screens and storm windows	•	
Wiring	Interior electrical, telephone and cable	•	
Foundation	Walls, footers, and drains		•
Garages	Structural maintenance, siding, trim, door painting		•
Light fixtures	Exterior (installed on building and light bulbs)	•	
Painting	Entry and garage doors, building exterior, exterior color selection		•
Road and parking	Pavement and curbs		•
Roofs	Shingles, flashing, gutters and downspouts		•
Sidewalks	Repairs and replacements		•
Snow removal	Roads and common area sidewalks		•
Snow removal	Driveways, sidewalks**, stoops, patios, and decks	•	
Watering	Grass, trees and flowers within common area surrounding Units	•	

**In some years all driveways and sidewalks have been included in the snow contract based on funding availability. In some years residents may have the option to pay to have driveway and sidewalk snow removal.

Note: The above list is not intended to be all-inclusive, but only a guide to frequently asked questions.

UTILITIES

Unit Owners are responsible for maintenance and payment of their own gas, electric, cable TV, telephone, and security monitoring services, and for calling to initiate service of same to begin on the date of possession. The Association pays for water, sewer and trash services. Recycling is currently not provided by the Association's trash service contract.

CONDOMINIUM INSURANCE

The Board of Directors has or will obtain insurance for all buildings, insuring Common Elements against loss or damage by fire, lightning and such other perils. In addition, the Board of Directors has, or will, obtain and maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision.

It is each Unit Owner's responsibility to obtain insurance for the interior (including additions), for any approved modifications to the unit's exterior and for the contents of their Unit. It is also the Unit Owner's responsibility to obtain liability insurance covering occurrences within an individual Unit or that Unit's Limited Common Elements. Each Unit Owner should contact a licensed insurance professional for any advice on coverage that is appropriate for each individual unit.

ARCHITECTURAL CONTROL

No modifications, changes, additions or improvements to the exterior of the Unit Buildings, Common Areas and Limited Common Areas may be made without prior written approval of the Board of Directors. Requests must be submitted on the Association's website to the Architectural Committee. This includes, but is not limited to, satellite dishes, storm doors, gutter guards, flag poles, etc.

Once approved and completed, any maintenance required for the addition is the Unit Owner's responsibility. Insurance for the addition is also the Unit Owner's responsibility. This information should be provided when the unit is sold.

Impairment of Structural Integrity of Buildings: Nothing shall be done in any Unit nor in or onto the Common Areas, Limited Common Areas and facilities that would impair the structural integrity or moisture barrier of the Unit or would structurally change any of the buildings.

No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Committee and the plans have been approved in writing (including email) by the Board or its designated representative or representatives, in its or their sole and unfettered discretion.

EXTERIOR ALTERATIONS

No alterations may be made to the exterior surface of any building without prior written approval of the Board of Directors. Building and Grounds Improvement applications can be found on the Association's website. The Architectural Committee and the Landscape Committee will review the applications and then forward them to the Board of Directors for approval or denial. Unit Owners will be notified of the result by the Architectural Committee and the Landscape Committee.

Once approved and completed, any maintenance required for the addition is the Unit Owner's responsibility. Insurance for the addition is also the Unit Owner's responsibility. This information should be provided when the unit is sold.

DECK/BALCONY OR PATIO RETRACTABLE AWNINGS

If a Unit Owner desires to attach an awning to shade the deck/balcony or patio of its Unit, the Unit Owner may do so at its own expense, if in compliance with the following rules which are intended to preserve property values, prescribe high quality materials and installation, and maintain consistent appearance among the Units:

1. Prior to installation, the Unit Owner must complete and receive approval of an Architecture Application and must sign an Awning Maintenance and Use Agreement (both available on the Association web site).
2. Awnings are prohibited except over a deck/balcony or paved patio at the rear of a Unit.
3. An awning system must be a "retractable awning" as defined in Ohio Building Code section 3105.2 as "... a cover with a frame that retracts against a building... to which it is entirely supported."
4. Information regarding Board-approved manufacturers, styles and colors is available on the Association's website. The Unit Owner must submit vendor information, detailed plans and specifications, and a color/fabric description and sample along with its Building Exterior Improvement Application. The information will be reviewed and researched by the Maintenance Committee, Architectural Committee, and Board of Directors to ensure the product and installation methods comply with the specifications in this Rule. If an awning has been previously approved by the Board of Directors, the name will be available on the Association website. If the desired awning and supplier have not previously been approved by the Board, the Unit Owner should expect the approval process to take some time and shall not have an awning system installed unless and until its Application is approved by the Board of Directors. The decision of the Board is final.
5. The awning must:
 - a. Retract by electric motor equipped with a wind sensor that automatically activates retraction, and also have a manual override (hand crank) to enable retraction in the event of a motor failure or power outage;
 - b. Be made of sturdy aluminum frame powder coated in an approved color;
 - c. Be made of approved fabric in an approved color listed on the Association's website;
 - d. Have no vertical drop-screen extender, but must have a straight-bind (not scalloped) valance;

- e. Retract into a metal protective cassette housing mounted under soffit (not the roof), with mounting brackets matching the approved color of the cassette and awning frame, using stainless steel lag screws;
 - f. Have dimensions that allow it to extend away from the Unit structure to the smallest distance available from the supplier beyond the outside edge of the deck/balcony railing or inside edge of patio pavers;
 - g. Have a power cord that must be sized and not be left hanging loose, but plugged into the nearest outlet and contained in a conduit or raceway with a color matching the surrounding paint of the Unit; if the Unit does not have an electrical outlet near the awning, Unit Owner may request Board approval to contract with a licensed electrician at Unit Owner's expense to install an electrical outlet located in the soffit near the cassette; and
 - h. Not have any lights, contrasting colors, a pattern or logo.
- 6. Unit Owner must repair any damage to any Unit or property caused by its awning installation or use.
 - 7. Any awning that was installed before January 1, 2023, is grandfathered, but Unit Owner must provide a copy of purchase documents and product information and instructions to the Association's Maintenance Committee, and make the awning available for inspection upon request of the Maintenance Committee, and the Unit Owner must repair, modify, clean and maintain the awning as reasonably requested by the Board of Directors or its designee, and Unit Owner must sign and abide by an Awning Maintenance and Use Agreement.
 - 8. The Board of Directors may require at a Unit Owner's expense removal of any awning not supplied, made, installed, maintained or used in conformity with these Rules or an Awning Maintenance and Use Agreement, and restore the Unit to its original condition.
 - 9. Unit Owner must inform prospective purchasers of the Unit of the proper maintenance and use of the retractable awning, and the Association Rule requiring each new owner of the Unit with an awning to sign an Awning Maintenance and Use Agreement.
 - 10. Purchasers of a Unit with a retractable awning must sign an Awning Maintenance and Use Agreement at or before closing.

DECK/BALCONY RAILING SYSTEMS

The Association is responsible for the painting, repair and maintenance of decks and balconies installed at the time of unit construction. Unit owners are responsible for the cleaning and for the maintenance of appearance of decks and balconies. If a unit owner makes any alterations to their deck or balcony, the unit owner is responsible for the costs attributable to painting, repair and maintenance of the altered portion of their deck or balcony.

If a Unit Owner wants to replace all of its deck/balcony railing system (railing systems include top and bottom rail, balusters, posts, post caps and base covers) before the Association determines that such replacement is necessary, the Unit Owner may do so at its own expense. The only options available to the Unit Owner are two railing system options – wood and aluminum – as described below:

- 1. The use of wood that matches the type, size and style to that being replaced. The railing

system must be painted using the Sherwin Williams color specified on the Slate Creek website, or,

2. The use of an aluminum railing system that meets the following specifications:

- The entire railing system must be aluminum.
- Information regarding Board-approved manufacturers, styles and colors is available on the Association's website.

Deck or balcony extensions or additions will be subject to the same requirements as deck/balcony railing system repairs and replacements. However, in all instances if a deck or balcony is added or extended, the Unit Owner will be responsible for the costs attributable to all repair, painting and maintenance of that portion of the deck and/or balcony that was added or extended.

All deck and balcony attachments, alterations or additions must be approved by the Board of Directors before installation.

SIGNS

No sign of any kind will be displayed on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; and (ii) on the yard areas, within 10 feet in front of a Unit, one customary, professionally prepared sign the width and height as those customarily used by professional realtors and as installed above ground, including the frame or post and hardware, and which may include one customary, professional display box or tube for information about the Unit, advertising the Unit for sale. Displaying or placing signs of any kind on the interior side of any window is prohibited. The Board of Directors has the authority to determine if a "For Sale" sign or a display box or tube is customary and professional.

Yard signs and signs or stickers in windows must be approved by the Directors. Small signs provided by security monitoring services or neighborhood watch program are permitted. Also permitted are small signs indicating the unit owner's name or street number.

OTHER EXTERIOR ITEMS

Any other exterior items not covered under the foregoing guidelines must be approved by the Board of Directors in advance of any alterations or installation work.

SATELLITE DISHES

To the extent these rules do not conflict with any Federal, State, or local law, regulation, or code, Unit Owners may have satellite dishes. The dish may not exceed 24 inches in diameter. It must be professionally installed at owner's expense so long as the satellite dish is not attached to any roof or wall of a building or to any post or railing on a deck, balcony or patio. The satellite dish should be placed to have the least impact on the appearance of the community and to neighbors. Landscaping may be used around the installation so as to "blend" the installation with the landscape of

the community. The Unit Owner is responsible for removing the satellite dish at his/her own expense when selling the residential unit. The placement of the satellite dish must be approved by the Board of Directors or its designated representative before installation.

STORM DOORS

Storm doors installed after July 1, 2022, must be full-view glass storm doors (for the front door). Such storm doors and other doors must have frames that match the color of the exterior trim or door on the building unit, and may be added at the Unit Owner's expense. The storm door addition must be approved by the Board of Directors or its designated representative before installation.

RADON MITIGATION

Unit Owners may have radon mitigation professionally installed in their units at their expense. Radon mitigation vent pipes must be installed through the roof. Radon mitigation vents are not permitted through a side wall of any unit.

FLAGS

Consistent with Ohio Revised Code 5311.191, the United States flag, the State of Ohio flag, and various U.S. service flags, including the POW/MIA flag, blue star banners and gold star banners may be displayed anytime following normal flag protocol. College flags or professional team flags may be flown on game day during the appropriate season.

LANDSCAPE CHANGES/ADDITIONS

The landscaping in Slate Creek is community property. To replace or add trees, shrubs or major expansions of flower beds in Common Areas, written plans must be submitted to the Board or its designated representative in advance. Requests must be submitted on the Association's website and Unit Owners must receive written approval from the Board or its designated representative before proceeding. Unit Owners who add mulch beds separated from beds next to their condo will be responsible for the cost of mulching the additional beds and maintaining the beds in future years. Any mulch added by Unit Owners must be the same color and type that has been installed for the entire community. Dead and diseased trees in the Common Areas may be removed only after receiving approval from the Board or its designated representative. Landscaping change requests will be recorded on the website for each unit for future reference.

IRRIGATION SYSTEMS

Unit Owners may install an automatic irrigation system to water the grass, trees, and shrubs surrounding their unit. The following guidelines apply to all owner- installed irrigation systems:

1. Irrigation systems must be professionally installed, and must have an external shut-off valve.

2. Requests to have an irrigation system installed must be submitted to the Property Manager for approval by the Board of Directors.
3. The Unit Owner is responsible to contracting for and paying for the installation, annual maintenance, and repairs to any owner-installed irrigation system.
4. The owner-installed irrigation system guidelines above also apply to any unit irrigation system installed by the Developer during the construction of a unit.

PARKING/VEHICLES

1. Due to the limited number of “visitor” or extra parking spaces within Slate Creek, Unit Owners and occupants of their Unit must park only: (a) within their garage; or, (b) on their driveway. Owners and occupants are to park their own vehicles in the visitor parking areas as little as possible and not on a recurring basis.
2. There is no Long-Term Parking or recurring parking permitted on the street, or in the visitor spots by the mailboxes or adjacent to the Clubhouse.
3. A Unit Owner’s guests must park only: (a) within the Unit’s garage; (b) on the Unit’s driveway; (c) in visitor spaces; (d) temporarily on the streets only if none of the above are available.
4. When guests park in visitor parking areas or on streets, they must park within the lines within a visitor spot, or on the street in such a manner as not to block any access to another Unit’s driveway.
5. Notwithstanding the above provisions, no vehicles are permitted to be parked on the street overnight.
6. Parking is prohibited on any lawn areas.
7. Parking is also prohibited at the east end of Slate Crossing Drive because this is the second entrance/exit to be kept open for emergency access to Slate Creek.
8. Parking of commercial vehicles – i.e., vehicles that have commercial license plates – is prohibited throughout the Association except for active loading and unloading, or to perform service or repair work for a Unit.
9. Vehicles that are used by a Unit Owner, occupant or guest for recreational or utility that are too large to be parked within the garage, including, but not limited to, boats, trailers, van conversions, motor homes, RVs, travel trailers, trucks panel vans, or other recreational vehicles may be parked within the lines of a parking spot in any visitor parking area or within the Unit’s driveway, but only may be parked overnight for one night in any 30-day period without prior Board approval. Any such vehicle that is towed must be detached from the towing vehicle when parked and not encroach into the street. No Long-Term Parking or recurring parking of such vehicles will be permitted by the Board even with assessment.

10. Such vehicles may be parked in the Association only if they do not exceed 20 feet in length and must not impede normal access (ingress or egress) of other Units or emergency vehicles.
11. Inoperable vehicles (flat tires, etc.), those with an expired license plate, or vehicles that appear to be abandoned, which are parked in any Common Area or Limited Common Area for more than 48 consecutive hours, may be assessed a fine. No repair work is permitted on vehicles in the Limited Common Areas or Common Areas except for short-term emergency work or routine maintenance (flat tires, battery change, etc.).
12. The Board may approve exceptions to these parking rules.

PETS

Common Areas are for the enjoyment of all residents and cannot be fully enjoyed if animal waste is left on the grounds or pets are allowed to run uncontrolled.

The following rules clarify the covenants and restrictions of the Association regarding pets:

1. No more than three household domestic pets (with no more than two of them being dogs) not bred or maintained for commercial purposes, may be kept in any Unit. Permitted household domestic pets include dogs, cats, birds, fish or other aquatic life.
2. All dogs must be walked on a leash (including an electronic leash) and are not permitted to be in the Common Areas or Limited Common Areas unattended.
3. Pets shall be restricted when outside in the Common Areas or Limited Common Areas surrounding their Owner's Unit. No animal pens or houses are permitted in Common Areas or Limited Common Areas. Electric fences are permitted with prior Director approval. Cost of installation and repair sole responsibility of Unit Owner.
4. Unit Owners and residents are responsible to keep all Common Areas and Limited Common Areas clean and free of pet waste created by their pets. Animal waste must be cleaned up immediately and disposed in hidden trash cans
5. A Unit Owner will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner's pet(s); and, Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the Condominium Property upon written notice by the Board of Directors.
6. Unit Owners and residents are required to take action to prevent their pets from annoying others and being a nuisance. Residents should do everything possible to ensure that dogs do not disturb neighbors with excessive barking.
7. No pets are permitted in the Community Center or the swimming pool and area.

8. The cost of repairing damage done to the Common Areas and Limited Common Areas by a pet will be recovered by a special individual Unit assessment against the owner of the Unit responsible for the pet that caused the damage.
9. A dog which has lunged in a threatening manner, bitten, injured or killed another person or pet will not be permitted to remain on Condominium Property or within a Unit for any length of time.
10. Unit Owners and residents may be assessed an enforcement charge for violation of these policies, at the rate of \$10.00 for the first offense and \$25.00 for each additional offense. If pets become a nuisance, they may be ejected at the discretion of the Board of Directors.

TRASH COLLECTION

Trash containers, when not set out for collection, must be kept inside the garage.

Holidays as listed on Rumpke's website (<http://www.rumpke.com>) will cause the trash collection to be moved to the next day, for that week only.

SOLICITATIONS AND GARAGE SALES

Solicitations are not permitted within the Condominium Property. Due to restricted and limited parking, garage sales and tag sales are specifically prohibited, unless approved by the Board of Directors as a community activity.

RENTAL/LEASING

No Unit or part thereof shall be leased, let, or rented whether for monetary compensation or not, by a Unit Owner.

This prohibition does not apply to:

1. Units that are occupied by the parent(s) or child(ren) of the Unit Owner.
2. Units that are leased in order to meet a special situation and to avoid a practical difficulty or other undue hardship (referred to as Hardship Units). Such Units may be leased a specified renter/tenant for a one-time period of no more than twenty-four (24) consecutive calendar months - subject to the following conditions:
 - a. Unit Owner must provide the Board with prior, written notice of the lease at least ten (10) business days prior to commencement;

- b. Unit Owner must have been the title owner of the Unit for at least one year before commencement (or through inheritance); and,
- c. Unit Owner may not be more than sixty (60) days past due in payment of assessment or other amount due Association.

Units occupied by parents or children of a Unit Owner or Hardship Units are subject to the following conditions and restrictions:

1. Lease terms must be for twelve (12) full consecutive calendar months;
2. Leases must be approved by the Board before commencement;
3. No Unit may be leased, let or rented to any business or corporate entity for corporate housing or similar use;
4. No Unit may be sub-leased, sublet or rented by a tenant;
5. No individual room, part or sub-part of any Unit may be leased, let or rented;
6. The Association will have a limited power-of-attorney from any Unit Owner who is more than sixty (60) days past due in the payment of any amounts due the Association to collect lease or rent payments directly from the tenant until the amount owed to the Association is paid in full;
7. The tenant must abide by the terms of the Declaration, Bylaws and Rules and Regulations of the Association; and,
8. When a Unit Owner leases the Unit, the Unit Owner relinquishes all amenity privileges, but continues to be responsible for all obligations of ownership of their Unit.

RESIDENTIAL USE

Except as otherwise specifically provided in these Rules and Regulations, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing, an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in

or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

COMMON WALLS

The cost of reasonable repair and maintenance of a common wall shall be shared by the Unit Owners who make use of that common wall, except when the need for such repair is caused by or results from the negligent or willful act of one Unit Owner, then the negligent Unit Owner shall be solely responsible for the cost of such repair and maintenance.

OFFENSIVE ACTIVITY

No noxious or offensive activity shall be conducted in any Unit, or upon the Common or Limited Common Areas, nor shall any unit be used in any way or for any purpose that may endanger the health of or unreasonably disturb any occupant.

A person who is classified as a Tier II or Tier III sex offender is prohibited from residing in or occupying a Unit and from remaining in or on the Condominium Property for any length of time.

MOVING RESPONSIBILITIES

If a Unit Owner moves, the Unit Owner must inform the Board of Directors of the new Unit Owner of record. It is the selling Unit Owner's responsibility to make certain all condominium dues are current. It is also the selling Unit Owner's responsibility to give to a new Unit Owner, or prospective new Unit Owner, a copy of the Association's Declaration and Bylaws and a copy of these Rules and Regulations ("Governing Documents"), and a list of structural, architectural and landscape additions or improvements that are the Unit Owner's individual responsibility. The Unit Owner must give all keys (house and mailbox) to the new Unit Owner.

RULES ENFORCEMENT PROCESS

Purposes: The goals of the required process for rules enforcement are both legal and relational, to bring about compliance with the Governing Documents for the benefit of the whole community, and to preserve the harmony and friendly neighborly relationships we enjoy within our community. While the Association retains all legal and equitable remedies, the community values voluntary resolution.

Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("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 attorneys' fees, will be assessed to the account of the responsible Unit Owner.

The Unit Owner is responsible for any violation of the Governing Documents by the Unit Owner, or the guests, or the occupants, including tenants, of the Unit Owner's home.

All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Unit Owner's account.

In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: (1) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or (2) levy a \$100 enforcement assessment per occurrence, or if the violation is continuous and ongoing in nature, levy a \$100 enforcement assessment per day, or (3) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

Steps to Resolution: If voluntary resolution is unsuccessful or is not feasible, then any resident that believes that another resident has violated, or continues to violate, the Governing Documents, the following steps will be followed. All residents are expected to cooperate with these steps to seek resolution with due promptness and care:

1. First Step. If the person believed to be violating a Governing Document does not correct the violation within a reasonable time, a concerned resident should complete a Complaint form (available at <https://mygreencondo.net/violations/index/> - This is found on the Association website under Violations) The form should include a reference to the title and page number of the Governing Document believed to have been violated, a description of the date and nature of the violation, and pictures (optional).
2. Second Step. After the complaint has been submitted on the Association website, the Property Manager will send the Complaint to the Board of Directors. Upon review of the Complaint the Board may determine that the matter complained of:
 - a. Is not a violation of the Association's Governing Documents. Upon such a finding the Board will inform the complainant of that finding; or,
 - b. Constitutes a clear violation of the Association's Governing Documents. Upon such a finding, the Board will inform the complainant of that finding; or,
 - c. May constitute a possible violation of the Association's Governing Documents. The Board will then decide whether to assign the Complaint to a representative of the Board to approach the alleged violator. The Board's representative will review the Complaint form and may meet with the alleged violator to seek resolution. The representative may decide to interview the person who submitted the Complaint, and the alleged violator, or ask either of them to submit any documents, photographs or information related to the matter. The alleged violator is expected to cooperate by providing whatever information the representative requests, and to meet

with the representative to discuss the Complaint. If the representative finds that no Rule violation occurred, the representative will report the basis of this finding to the Board, and the Board in Executive Session will ratify the resolution, and notify the parties, or will return the matter to the representative for further action. If a violation is found and the violator listens to the representative and corrects the violation, without later repeating, the representative will report to the Board and the person who submitted the Complaint that the matter was successfully resolved.

3. Third Step. If the Complaint has not been resolved through the First and/or Second Steps, the Board's representative will give the Board everything received from the parties and other sources, with a summary report of the representative's efforts to resolve the matter, and the representative's recommendation. The Board will not be obligated to consider anything other than what is given to the Board by the representative. The Board will meet in Executive Session to review and discuss the information received from the representative related to the Complaint and will use a blind vote to reach a decision. If the Board determines that a Governing Document has been violated, the following procedure will be followed prior to the imposition of an enforcement assessment.
 - A. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 1. A description of the property damage or violation; and
 2. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 3. 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 or enforcement assessment; and
 4. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
 - B. To request a hearing, the Unit Owner must mail or deliver a written "Request for Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 1. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will 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 enforcement assessment will be immediately imposed; and
 2. At the hearing, the Board and alleged responsible Unit Owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Unit Owner to abate action, and intent to impose

an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Unit Owner will be sent written notice of the Board's decision.

3. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
4. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

Notwithstanding the above provisions, the Board reserves the right at any time, in its sole discretion, to refer any matter to the Association's attorney in lieu of, or in addition, to the procedure above. The Board will refer the following matters to the Association's legal counsel immediately:

1. The owner or occupant submitting the Complaint, or threatening to file a Complaint, has retained an attorney; or
2. The owner or occupant has accused the Board of an unlawful action.

Residents are expected to respect the role of the Property Manager and Board representative and accept the decision of the Board, which shall be final and binding on the parties.

ASSOCIATION-APPROVED FORMS AND APPLICATIONS

The Association website includes the following forms, to be completed and submitted on the website. A resident should keep a copy of any information submitted.

- Violation
- Work Request
 - Maintenance request – following are options
 - Concrete – steps, sidewalks, curbs
 - Decks
 - Fitness area
 - Gutters, downspouts or drains
 - Patios
 - Roofs
 - Siding and Trim
 - Landscape request
- Architecture Application (Includes Landscaping Modification Projects)
 - Select type of Architectural modification being requested
 - Select Architectural Modification Request if **Landscape project** proposed

- Clubhouse rental – if clubhouse is rented the info will be placed on the general calendar by the webmaster (shown under Calendar on the website)
- Documents
 - Various documents can be found that provide owners with current information

NONE OF THE RULES OR REGULATIONS ABOVE ARE INTENDED TO CONTRADICT STATE OR FEDERAL STATUTES AND REGULATIONS WHICH SUPERCEDE SLATE CREEK CONDOMINIUM COMMUNITY ASSOCIATION RULES AND REGULATIONS.