

STONE LANDINGS POLICIES, RULES AND REGULATIONS

(Effective June, 2016)

Since many of our residents are living in a condominium for the first time, the Board of Trustees has prepared the following to help you understand how you can fully enjoy the convenient and carefree lifestyle of your new home.

First, and most important, read the Declaration and Bylaws of your Condo Association. They are the legal documents through which your Association has been formed and are also the basis for the rules and regulations for owners, residents and guests. All residents are asked to support these rules and regulations in order that the community will be a more attractive and pleasant place to live.

THE CONDO ASSOCIATION RESPONSIBILITIES

1. Organization and Control

- A. The Condominium Association is a corporation filed with the State of Ohio. Each owner at Stone Landings is a member of the Corporation. A five-member Board of Trustees, elected by the owners, conducts business proceedings in accordance with the Condominium Declaration and Bylaws. The elected Board determines community policies and procedures. The Board also controls finances, establishes an annual budget and determines condominium fees and assessments. The Board is responsible for selecting contractors and vendors and for approving costs and services. Association meetings are held as determined by the Board. Once each year, an Annual meeting is held during which at least two of the Board of Trustees terms will be open for general election. The Board may also ask for volunteers for Standing or Ad Hoc Committees to assist with some of the decision-making processes and establish a sense of community. Committees might include Design and Use, Social, Rules and Policy, and Landscape. Your participation on the Board, a Committee or in other positive community affairs will enhance the value and enjoyment of your property.
- B. The Association controls the Common Area and Limited Common area. The Common Area is defined as all property except that which is described in the Declaration as being a "Unit". In broad terms, this refers to the building exteriors as well as all exterior features such as lawn, landscape, asphalt, concrete, post lights, clubhouse, signs, etc. Limited common area is defined as any sidewalk, mulched area around individual units and driveway entrances directly in front of unit garage or more specifically as defined in Declarations section 4 division of Condominium property paragraph 4.3. However, the Association also controls intangible items such as insurance, utility services and investments.

2. Services Provided by the Association

- A. Lawn care including grass cutting, weed control, fertilization, mulching, and edging.
- B. Landscape maintenance including pruning, fertilizing, and installation and maintenance of seasonal flowers in selected areas.
- C. Snow removal for driveways, sidewalks and streets.
- D. Operation and maintenance of the clubhouse.
- E. Lighting of the entry and grounds.
- F. Insurance of the structures, excluding any improvements made by a resident and any resident's personal belongings.
- G. Private trash collection service.
- H. All water and sewer.

- I. A sufficient amount of reserve for future exterior repairs and replacements.
- J. Management in accordance with Sections 7.1 and 7.2 of the Declaration and Section 5 of the By-Laws.
- K. Maintenance of the exterior of your condominium.
- L. Exterior window washing two times a year--between April 1 and May 15 and September 1 and October 15.
- M. Maintenance, repair and replacement of roads, drives, sidewalks and all common areas.

3. Fees

- A. Condo fees are determined by the Board of Trustees, each year, based upon prior and estimated future costs.
- B. Fees will be billed quarterly and payment is due by the first (1st) day of each quarter or month if you desire to pay monthly. Your check should be made payable to Stone Landings Association and mailed to 1101 Cobblefield Drive or dropped in the mail slot in the office in the clubhouse. Accounts delinquent on the 10th of the month will be assessed a 10% per month late fee. Checks returned by the bank will incur a \$25.00 charge, plus a 10% late fee. A lien will be filed against any unit owner delinquent more than 45 days.
- C. The condo fees will change as set forth by the Board of Trustees to maintain the reserve and operational funds. Inflation is considered when determining condo fees.

UNIT OWNERS' AND OCCUPANTS' RESPONSIBILITIES

1. Personal Property

All personal property, when not in use, must be kept inside the unit. Some prohibited items are, but not limited to, the following:

- A. Anything attached to the exterior of the condo
- B. Lawn chairs, bicycles, tables, playground equipment
- C. Laundry poles or clotheslines
- D. Potted climbing vines
- E. Water hose, hose hangers or carts, except while in use
- F. No artificial flowers (with the exception of a wreath on the main front door), windsocks, wind chimes, decorative flags, yard lawn ornaments, statues or birdbaths
- G. Cardboard or plastic decorative items
- H. Decorative water spigots

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roofs of a unit.

2. Landscape Plants/Flowers

A. Landscape Plants

- 1. Residents may replace non-shrub plants in their mulch beds at their expense. The replacement plant(s) must come from a list of plants approved for that purpose. The list of approved replacement plants is posted in the Clubhouse.
- 2. No mulch other than the type and color provided by the Association may be used.
- 3. Shrubs and approved perennials placed by the Association will be maintained by the grounds keepers.
- 4. All mulch beds will be winterized by the grounds keepers beginning November 1st. Mums will not be cut back by the grounds keepers at that time, but must be cut back by the unit owner by December 1st.

5. Residents are encouraged to water landscaping as needed in the limited common area contiguous to their unit.

B. Flowers

1. Flowers may be planted in the existing mulched area adjacent to their residence.
2. Flowers are not permitted around or on any tree or around or on light post.
3. Maintenance of flowers planted by the residents in the mulched areas of the limited common areas is the responsibility of the resident.
 - a. The *personal* plant material must be properly maintained within the mulch bed and may not be permitted to exceed a height greater than 36 inches in front of any window.
 - b. Mature and fast growing plants not in front of a window, must be properly maintained within the mulch bed and may not be permitted to exceed a height greater than 48 inches.
4. The sidewalks must not be blocked by plant material.
5. All plant trimmings, dead flower heads, leaves, etc. must be removed from the mulched bed areas and disposed of in a trash container.
6. Residents are to remove all annuals at the end of the season by November 1.
7. After November 1, the grounds keepers will remove annuals which are not maintained during the growing season and the cost for removal will be billed to the resident.

C. Permitted items:

1. Aesthetically pleasing flower/plant pots may be placed in the mulched areas between shrubs or on the sidewalks. Pots must be removed by November 1.
2. Residents may each place a flower/plant pot by your garage.
3. No vegetable plant other than a potted single tomato plant is permitted.
4. Shepherd hooks (limited to two [2] poles) with either flowers and/or bird feeder(s).
A resident may instead have one (1) plant stand and one (1) shepherd hook OR two (2) plant stands and no shepherd hooks.
5. Due to multiple complaints about bird waste and associated health concerns, the use of 1 bird feeder and/or hummingbird feeder is permitted. Birdfeeders are only permitted on shepherd hooks.
6. Flat horizontal stepping stones are permitted in mulched areas of the limited common areas. Their upper surfaces must be close to the level of the surrounding mulch.

****PLEASE BE A GOOD NEIGHBOR AND USE COMMON SENSE WHEN PLANTING AND MAINTAINING YOUR FLOWERS AND PLANTS.***

3. Exterior

- A. The roof is a common area. At no time is any unit owner or their representative allowed to be on any roof.
- B. No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building.
- C. Storm doors may be added at the resident's expense using only the approved design and style according to condominium rules. Specific information about approved storm doors may be obtained at the Clubhouse.
- D. One seasonal decoration may be placed on the main front door.
- E. Residents may not attach any item to the garage or front entrance lights.
- F. Residents are permitted to display an American flag.
- G. Thermometers may not be mounted on the outside of any residence. An exterior sensor may be mounted outside if it is unobtrusive and of a compatible neutral color with the exterior siding.
- H. Any unit owner may, at their expense, install supplemental exterior lighting at ground level.
 1. Light must be solar powered.
 2. Light fixtures must be made of a durable material, black in color, with a transparent, non-colored lens.

3. Light fixtures must not exceed twelve (12) inches in height when installed.
4. Light fixtures must be spaced no less than four (4) feet apart along the sidewalk. See the diagram in the Appendix.
5. Light fixtures may be placed on both sides of the sidewalk, where necessary, to define the location of the sidewalk. Light fixtures on opposite sides of the sidewalk need not be four (4) feet apart measured across the sidewalk.
6. Light fixtures must be placed in the mulch bed, not in the grass.
- G. Any unit owner may, at their expense, install a second doorbell button.
 1. The button must be located directly under the garage door opener exterior keypad.
 2. The button must not exceed four (4) inches in length and one and one half (1.5) inches in width.
 3. The doorbell button is the only part of the doorbell that may be installed on any exterior portion of an individual condominium unit.

4. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white or off-white on the exterior side.

5. Signs

- A. Nothing may be hung or displayed from the inside of the window except one professionally prepared "For Sale" sign or window decals pertaining to health, safety or security, which shall be limited in size and number.
- B. No real estate signs are permitted in any common area, except "Open House Signs" during open house hours.

6. Clubhouse

The Clubhouse is for the private use of residents. It is available for rental to residents only for non-profit parties and meetings (please call the Board Treasurer to request rental reservations). The following policy applies:

- A. A \$40.00 refundable deposit is required for each rental event. Reservations are granted on a first request basis.
- B. Parties by teenagers and children are prohibited.
- C. The renting resident will have the use of the kitchen, party room and restrooms only; the guests *may not use* the exercise equipment.
- D. Limited silverware and dishes are in the kitchen cabinets and available for your use. Residents are responsible to wash and dry after each use and replace in the original storage place. No other party items will be furnished by the Association.
- E. The renting resident is responsible for *all* clean up and trash removal from the Clubhouse. Trash should be taken to the renting resident's unit for disposal. Clean up should be done immediately after the event.
- F. Damages to the Clubhouse, equipment or outside common area, and the cost of any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting resident will be billed for the difference.
- G. Smoking is not permitted in the Clubhouse.
- H. Clubhouse guests may only park in the spaces in front of the clubhouse. No double parking or parking on the grass is permitted.
- I. The *code* for the Clubhouse door is *not* to be shared with non-residents.
- J. So that all may have the opportunity to use these facilities, residents are asked to limit their rental uses to four per year. Exceptions may be approved by the Board of Trustees.

7. Animals or Pets

No animals of any kind shall be raised, bred or kept for personal or commercial purpose in any Unit or in the Common Areas and Facilities or Limited Common Areas and Facilities, except that one dog and one cat, or two cats, may be kept in a Unit, subject to the following rules and regulations:

- A. The pet must measure twenty (20) inches or less at the shoulder and weigh forty (40) pounds or less when full-grown.
- B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length.
- C. All animals shall be supervised by a responsible individual at all times when outdoors. This individual shall be responsible for the immediate clean up of all pet litter. *Due to numerous resident complaints*, the board may fine any person who violates this provision the amount of \$50.00 for each violation.
- D. Do not permit pets to relieve themselves on shrubs, sidewalks, driveways or street.
- E. No pet shall be left outside unattended.
- F. No doghouse or other structure used or intended for the housing of animals may be constructed, placed or maintained on any part of the Common Areas or Facilities, including the Limited Common Areas or Facilities.

Any pet permitted under this section, which causes or creates a nuisance or unreasonable disturbance, shall be permanently removed from the Unit within seven (7) days upon written notice from the Association.

8. Parking/Vehicles

Vehicles that are not validly licensed for operation on Ohio roads and highways shall not be operated, stored or parked on any roadway, parking area or other area of the Association's property.

A. Parking by residents:

- 1. Inside the garage.
- 2. Temporarily (no more than forty-eight [48] hours), anywhere on the paved common areas or limited common areas.
- 3. The cost and repair of damage to streets or driveways as a result of parked vehicles will be the responsibility of the Unit owner.

B. Parking by guests:

- 1. In the limited common area immediately in front of the host's garage door, unless those spaces are full.
- 2. In the Clubhouse area.
- 3. Along the side drives in such a manner so as not to block access to a garage or the street but not on the grass.
- 4. Exceptions may be approved by the Board of Trustees.

C. Prohibited Parking:

- 1. Except for loading, unloading or other temporary purposes, no part of any Condominium property shall be used for the parking of any trailers, coaches, house trailers, recreation vehicles, campers, boats, boat trailers, over-the-road tractors, trucks of any description (except pick-up trucks, sport utility vehicles, and vans used primarily for personal use) or any other similar vehicles.
- 2. Vehicles used for recreation that will not fit in the garage will be permitted to park in the limited common area immediately in front of the resident's garage for loading and unloading for a maximum of forty-eight (48) hours. Such vehicles must not block access of other residents.

3. No vehicle shall be parked in any manner, which blocks any street or driveway or the ingress/egress to any other garage.
4. Reckless operation and excessive speed is prohibited on Association property.
5. The speed limit on Association property is 10 mph.
6. Inoperable vehicle or vehicles that cannot be identified as belonging to a resident that are parked in any common or limited areas for more than forty-eight (48) will be reported to the police or towing company and towed away at the owner's expense.
7. No repair work is permitted in common or limited common areas except for short-term emergency work (battery change, flat tire, etc.).

9. Trash Collection

- A. Trash collection containers should not be set out prior to 5:00 p.m. the evening preceding collection, and the containers should be returned to the garage no later than 9:00 p.m. the day of collection.
- B. Only trash containers, which are owned and supplied by the collecting agency, may be used.
- C. Trash is to be placed in securely tied plastic bags (limit of four bags) and placed in the containers.
- D. All trash for collection must be set out in the garage parking area a minimum of 5 feet from the building and away from the garage lights.
- E. Trash containers, when not set out for collection, must be kept inside the garage.
- F. Residents will be responsible for clean up of trash spillage from their containers.

10. Solicitation and Garage Sales

- A. Solicitation by commercial enterprises is not authorized within Stone Landings. In a like manner and *because of* restricted parking availability and safety concerns, garage sales, auctions and tag sales are prohibited.
- B. *In the event of a death of the resident, the heirs of the said resident will be permitted to have a single estate sale for the purpose of disposing of the resident's belongings. Auctions or garage sales involving the owner's estate are prohibited. The heirs must notify the board of the dates of the sale and any other particulars. The estate sale must be limited to one occurrence over the course of two consecutive days. The sale must be conducted inside the condo. Nothing can be placed outside on the garage pad or grassy areas. Signage for the estate sale will be provided by the Stone Landings Board of Trustees. The sign must be placed in a mulched area in front of the condo. Any advertising will be the sole responsibility of the estate. Parking for the sale shall be limited to the pad in front of the resident's condo, spaces at the clubhouse and the outside section of the circular driveway. No parking is allowed on any grassy area or in any neighbor's driveways or garage pads without permission. Any trash, cigarette butts or any other litter left behind on the Common Areas, Limited Common Areas or Condominium property must be cleaned up and disposed of by the heirs. Trash must be bagged and put in the provided plastic trash receptacle. If you have more trash than will fit in the receptacle, you will have to put it out each week on Sunday evening until it is gone. No large dumpsters will be permitted.*

The Stone Landings Association will not be held responsible for any injuries, accidents or damages incurred during said sale. If any damages occur to the Common Areas and Facilities, Limited Common Areas or any other portion of a building on the Condominium property, the heirs or other responsible persons will be billed for the damages by the Association.

11. Prohibition of Persons Convicted of a Sexually Oriented Offense

- A. No person, whether owner, lessee, or invitee of any condominium unit, who has been found guilty by any court in any state of having committed a "sexually oriented offense" as defined by Ohio Revised Code Section 2950.01 or similar offense in a state outside the state of Ohio, shall be permitted to be physically present on the condominium development common area, or within any condominium unit.
- B. In the event that such a person is found to be in the common areas or within any unit, the board shall make written demand for such person to leave the development. If such person fails to leave, the board or any board member may contact the appropriate law enforcement agency to charge such individual with "criminal trespassing" pursuant to Ohio Revised Code Section 2911.21 and/or to otherwise have such individual lawfully removed from the condominium development.
- C. No condominium unit owner or lessee shall permit any person who has been found guilty of having committed a "sexually oriented offense" to remain on or within his or her unit for any period of time.

12. Utilities

Residents are responsible for the maintenance and payments of their own gas, electric, cable television, telephone and for calling to initiate service on the date of possession.

13. Sales of Condominium

Any owner who sells his or her condominium is responsible for:

- A. Making certain the Board of Trustees is aware of the owner changes at the time a closing date is established.
- B. Making certain that all condominium dues are current.
- C. Making certain that the new owners receive the Stone Landings Declarations, the Bylaws, the Rules and Regulations, trash container and two (2) mailbox keys.
- D. Making certain the Purchaser has fulfilled his/her obligation to fill out the Stone Landings Information Confirmation form and Emergency Contact Information form for the Board of Trustees.
- E. Making certain the prospective purchaser has been given the opportunity to be interviewed by any two (2) Board members for the purpose of answering any questions that may have been unanswered.

14. Rental/Lease of Condominium

An owner of a unit may rent/lease the unit subject to the following requirements:

- A. At any given time no more than six (6) units are to be used for rental/lease.
- B. No rental/lease agreement shall be for a period of less than thirty (30) days.
- C. The rental/lease agreement must include a provision that the occupants are subject to the covenants and restrictions in the Declaration, the By-laws, and the Rules and Regulations of this Association. The unit owner must ensure that the renter/lessee is provided with a copy of the Declaration, By-laws, and Rules and Regulations.
- D. A copy of each rental/lease agreement must be filed with the Board or its designee both prior to and after its execution.
- E. Making certain the renter has fulfilled his/her obligation to fill out the Stone Landings Information Confirmation form and Emergency Contact Information form for the Board of Trustees.

- F. Making certain the renter has been given the opportunity to be interviewed by any two (2) Board members for the purpose of answering any questions that may have been unanswered.

15. Enforcement

Any violations must be abated or corrected within twenty-four (24) hours of notification or as soon thereafter as possible using maximum effort. If the violation is not corrected the unit owner may be assessed a fine of \$10.00 dollars per day until the violation is corrected. Ultimately, a lien may be placed on the owner's unit. Notification and review of violations is the responsibility of the Rules and Regulations committee. Enforcement of uncorrected violations is the responsibility of the Board of Trustees.

16. Satellite dishes

See the Satellite Dish Resolution posted in the Clubhouse.

17. Amendments

These policies may be subject to change from time to time at the discretion and by a majority vote of the Board of Trustees.

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**Changes or Additions to the Rules and Regulations:
2024**

May 5, 2010:

Jack Landreth and Atty Spon presented a draft resolution to amend the Rules & Regulations to address installation of sun tunnels or skylights in individual units. Because the only way to install these devices is to cut through the roof, Gloria moved and Phyllis Harrington seconded that due to the possibility of long-term Association liability for repairs resulting from the installation of the skylights or sun tunnels, the Board will not modify the Rules and Regulations. The motion passed.

August 13, 2012:

The Board of Trustees has decided that the only two companies that the homeowners can use to replace windows are, A. L. Callahan Doors and Window World. Anyone wishing to replace their windows must come before the Board for approval prior to signing an installation contract.

General Guidelines:

- 1. The installation does not alter the appearance of the exterior walls surrounding the windows.**
- 2. The installation is consistent with the overall aesthetics of our Stone Landings community.**

Approval of window replacement is on a case-to-case basis.

October 3, 2013:

Jean Callen brought up allowing residents to have more decorations at Christmas. The board decided to allow Christmas lights on the shrubs on a trial basis. No blow-up decorations and nothing attached to the buildings. The decorations can go up on December 1 and must be taken down by January 2.

December 5, 2013:

Bob Garrett asked John Spon if a person refuses to use the heat tapes and they subsequently have water damage in the areas that the heat tapes have been installed does the association have to pay to have the damages repaired. John said that the homeowners can be held responsible for the damages.

May 3, 2016:

Specs for Plastic Edging that can be used around the flower beds can be found on the bulletin board in the clubhouse.

April 7, 2021:

The Stone Landings Board of Trustees approved a policy that allows unit owners to install security cameras at the unit. The policy is located on the bulletin board in the clubhouse.