

The Landings

Condominium Owners' Association No. 6

Rules & Regulations Booklet

Adopted: October 29, 2024

## **WELCOME**

Welcome to the Landings Condominiums No.6. We hope you enjoy your condominium unit. Our objective is to maintain The Landings Condominium No. 6 as a very nice place to live. In order to accomplish this, we have established a rules & regulations handbook that pertains to living at The Landings.

The rules and regulations included herein take into consideration the health, safety and comfort of all residents. We trust you will find them reasonable and will cooperate by upholding them. The section detailing architectural guidelines will be of particular importance to existing unit owners as well as new residents. Preserving the standards of quality and appearance of our condominium property is a goal to be shared by all.

If something arises that may not be covered in the handbook, please do not hesitate to contact the Board of Directors. Additional information is also contained in The Landings Condominium Owners' Association No. 6 Declaration and Bylaws. This booklet is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

Unit owners should have received a copy of the Declarations and Bylaws from the seller at the time of unit purchase. If you do not have these documents, a copy can be obtained from the Board of Directors for a copy charge.

Thank you,

The Board of Directors  
The Landings Condominium Owners' Association No. 6, Inc.

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## **I. GENERAL INFORMATION**

1. The Landings Condominium Owners' Association No. 6 is comprised of 16 condominium units. Address locations are listed on Landings Way.
2. The Condominium Property is located in the City of Avon Lake.
3. Landings Way is maintained by the Landings Racquet and Swim Club. Parking areas and driveways are private and maintained by the Association.
4. As a private condominium association, we are governed by our own Declaration & Bylaws. We elect our own Board of Directors from our unit owner membership and the Board manages the association affairs on behalf of our 16 unit owners.
  - a. Our Annual Meeting is held in February and all unit owners are advised to attend. Regularly scheduled board meetings are held throughout the year. Unit owners wishing to attend a board meeting should call the president to obtain the date, time and meeting location.
5. A master policy for insurance coverage is purchased by the Association in accordance with the Declaration. Each unit owner must obtain insurance at his/her own expense affording coverage upon personal property and for his/her personal liability.
6. Every unit owner, in addition to being a member of The Landings Condominium Owners' Association No. 6, Inc., has access to The Landings Racquet and Swim Club. The dues are billed by the Racquet and Swim Club to the Association and residents pay as a part of their association maintenance fees. Dues to the Racquet and Swim Club are mandatory per a lease agreement established in 1978.
7. The Association does not have the responsibility for law enforcement at The Landings Condominium No. 6. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Avon Lake Police Department.
8. No sexual predator may reside in any condominium in this Association.

## **II. ENVIRONMENT OF COMMON AREAS**

### **A. COMMON AREAS:**

The Common Areas consist of everything but the individually owned condominium units. Common areas are owned by all the unit owners together. Examples include roofs and lawns. The repair and maintenance of all of the Common Areas is done at the Association's expense, except as otherwise explained in the Rules and Regulations and Declaration and Bylaws.

- a. The common areas are for the use and enjoyment of all The Landings Condominium No. 6 unit owners and/or residents. Therefore, everyone is required to be considerate in their use of the area.
- b. Littering is prohibited.
- c. Any and all damages to the common areas caused by an owner, children, pet or guest of an owner must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
- d. Any and all items left unattended in the common areas may be removed and stored by the Board at the owner's expense.

- e. Any noise that distracts or disturbs others is prohibited. Residents must refrain from any activity that creates a nuisance.
- f. Fireworks are prohibited anywhere on Association property.
- g. Each unit owner must report to the Board or Management Company in writing the need for any repairs of common areas of the condominium property which are the obligation of the Association to maintain.
- h. Signs or other advertising of any nature is prohibited in any portion of the condominium property except:
  - One FOR SALE OPEN HOUSE sign may be displayed in front of the unit from Noon to 6:00 p.m. on Saturday and/or Sunday.
  - One security protection sign not exceeding the height of two feet or the size requirement of 1 ft. x 1 ft. may be displayed in the front shrub bed.
- i. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaving oil or other surface staining fluids. Such repairs must be made within the unit's garage or off the property.
- j. Unit owners and residents must not pour or allow spills of any oil, solvent or any other volatile or flammable material into the storm sewers or common areas. Ohio EPA and the City of Avon Lake prohibit such disposal.
- k. Vehicle repairs are prohibited on condominium roadways, parking areas and driveways.
- m. Lawn ornaments and/or lawn furniture must not be placed in common lawn, grassed areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
- n. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a resident's personal property in common areas.
- o. Playing in the street, driveway, and parking area is prohibited.
- p. Toys that cannot be returned to the interior of the unit each night are prohibited.
- q. Skateboards and skateboard ramps are prohibited from the condominium property.
- r. The riding of bicycles, snowmobiles and other vehicles is not permitted on grass areas.
- s. Garage Sales are prohibited.

#### B. CONDOMINIUM ASSOCIATION RESPONSIBILITIES

- a. The Association is responsible for the reasonable maintenance of the following:
- b. Building exterior, foundation, patios, and roof.
- c. Driveways and parking areas.

- d. Utilities that are not separately metered.
- e. Master policy insurance.
- f. Repair of gutters and downspouts.
- g. Grass cutting, fertilizing, reseeding of lawn areas, and snow removal.
- h. Care and maintenance of common area trees.
- i. Mailbox structures.
- j. Repair of all exterior light fixtures.
- k. These are only some of the items listed in your documents. You should read the Declarations and Bylaws if you have any questions.

### **III. LIMITED COMMON AREAS**

- A. Certain parts of the Common Areas are built and designed specifically for each individually owned condominium unit. Examples include patios/decks, mailboxes, garages, central air conditioning equipment serving only one unit and electrical outlets. These are designated common area because they are owned by all owners together and the Association has control over how they are to be maintained. Their complete designation is, however, "limited common areas" because they are limited to the use of one condominium unit.
  - a. An American flag, State of Ohio flag, U.S. service flag, POW/MIA flag, blue star banner, or gold star banner can be displayed if it is mounted to the exterior wood trim. No other sign or flag can be displayed in windows, on doors, on patios, or on the exterior of the buildings. There is one exception: if a residence has a member of the immediate family that is currently serving or has previously served in the military, that residence may display a service flag in a window of the residence.
  - b. Rubbish, debris, and any other unsightly materials are prohibited. Rubbish containers must be kept inside the garage at all times except on trash collection day.
  - c. Seasonal flowers may be planted in the shrub bed areas adjacent to the condominium unit providing the height and size of the flowers is consistent with the surrounding shrub bed plantings and does not exceed the height of the first-floor window sill. (Example of an unacceptable flower: Sunflower.)
  - d. Lawn ornaments that exceed 24 inches may not be placed in the shrub beds adjacent to the front or side of the condominium unit nor in any common area grassed/lawn space.
  - e. There shall be no changes to the front exterior landscaping or shrub bed by the resident that would utilize railroad ties, landscaping timbers, bricks, rocks and/or other such items used as shrub bed edging material or enclosures.
  - f. Patios and decks shall not be used as storage areas. Appropriate patio and deck items would include outdoor furniture, planters, and a grill. **Note: Grills, of any kind, must NOT be operated within 10 feet of any part of a building (including the patio extension).**

- g. Firepits can be used if positioned no closer than 25 feet of a building (including the patio extension) or combustible item. If the firepit is approved by the fire department, it may be moved to no closer than 15 feet of a building (including the patio extension). Firepits cannot exceed 3 feet in diameter and 2 feet in height. Firepits must be continually attended until the fire is extinguished.
- h. Individual garage, yard or patio sales are prohibited.
- i. Clothes lines are prohibited.

#### **IV. RESIDENTIAL UNIT REQUIREMENTS**

##### **A. EXTERIOR**

- a) The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit is "home sweet home." It is the owner/resident's responsibility to maintain.
- b) Units shall be occupied and used for single family purpose only as private dwellings for owners, their families, tenants and guests, and for no other purpose. Number of inhabitants is limited to two (2) people per bedroom.
- c) Residents shall not modify the exterior of the units, the garages, the buildings or the grounds without obtaining prior written consent from the Board.
- d) Installation of wiring which protrudes through the walls or the roof of the building is prohibited, except for the authorized installation of television or phone cables.
- e) Decorative items such as holiday lights may be displayed from November 15<sup>th</sup> through January 15<sup>th</sup>. Holiday decorations may not be placed on the roof.
- f) The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
- g) The use of blankets, sheets, etc., is not prohibited as a temporary window covering.
- h) Broken windows, torn screens, damaged front doors or damaged garage doors must be repaired immediately by the unit owner at their expense.
- i) No changes may be made in the color or style of the unit doors.
- j) Window air conditioning units are prohibited.
- k) Nameplates of any type are prohibited.
- l) Installation of any satellite dish/antenna on the common areas is prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used.
- m) A flag holder bracket may be placed on exterior building wood trim only.

- n) Other structures such as storage sheds, swimming pools, animal shelters, carports, patio awnings or gazebos are prohibited.
- o) Watering hoses may not be left outside of the condominium on the grass. Continuous watering of grass, flowers, or plants is prohibited.

**B. UNIT OWNER RESPONSIBILITIES: (Owners may delegate some of these items to tenant.)**

- a) Interior of the unit.
- b) All doors, door screens, windows, window frames and window screens. (Note: The Association is responsible for painting the exterior surface of doors.)
- c) Garage space including garage doors and their mechanisms, tracks, springs, cables, locks, automatic door opener, if any.
- d) All internal and external heating, cooling, and ventilation equipment.
- e) Utilities separately metered for the unit and utility service line connections located within the unit.
- f) Insurance for the private unit owner and/or resident coverage.
- g) To maintain any/all plantings installed by a resident.

**V. GARAGES**

- a) Garage doors must be closed when not in use.
- b) Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.
- c) No flammable or hazardous items shall be stored in a garage.
- d) The garage must be used as the primary parking space.
- e) Garage door replacements must be identical in appearance to the existing garage door. Prior written Board approval is required before any door replacement.
- f) The installation of automatic garage door opener is permitted. Installation and maintenance expense shall be a unit owner responsibility.

**VI. MOTOR VEHICLES**

- a) Buses and mobile and/or motorized homes are not permitted to be parked within The Landings parking lots. Mobile and/or motorized homes may be parked in the overflow parking behind Executive Care Suite in The Landings plaza, or in the Landings plaza lot that belongs to The Landings Racquet & Swim Club.
- b) Trailers, boats, recreational vehicles and motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property.



- c) Trail bikes and snowmobiles are prohibited from the condominium property.
- d) Vehicles that are licensed, painted, signed or used for commercial purposes must be kept within the confines of a garage at all times while on the condominium property.
- e) All vehicles on the property must bear current license tags.
- f) Vehicles with exhaust systems that disturb other residents are prohibited.
- g) Moving vans are permitted to be parked temporarily, provided that the flow of traffic is not obstructed.
- h) Parking in areas designated as a fire lane is prohibited.
- i) Vehicle repairs are prohibited in parking areas and on unit driveway space.

## **VII. PARKING**

- a) Residents must use the garage as the primary parking space.
- b) Parking on any grassed or lawn area is prohibited.
- c) Overnight parking on the streets is prohibited by City ordinance.
- d) When entertaining several guests for a specific function, the resident must advise guests to use the overflow parking behind the Executive Care Suite in The Landings plaza or in the Landings plaza lot that belongs to The Landings Racquet & Swim Club, if there are more than four vehicles.
- e) Parking in front of garage doors for loading and unloading is to be limited to 15 minutes. Blocking other residents' garage doors is prohibited. Attempts to physically notify neighbors must be made prior to allowing a moving van or truck or other commercial vehicle to park in front of garages to load or unload. Residents must be allowed an opportunity to get vehicles out of garages prior to being blocked in.
- f) Only residents' vehicles may be stored in the unit's garage.
- g) Only Landings Condominium Owners' Association No. 6 residents and their guests may park in the parking circle on the Landings Condominium Owners' Association No. 6 property. Violations of this policy will result in unauthorized vehicles being towed off the property.

## **VIII. TRAFFIC RULES AND REGULATIONS**

- a) The speed limit on the Association roadways is 15 m.p.h. The safe driving speed inside the Association driveway half-circle is 5 m.p.h. All vehicles must observe these speed limits.

## **IX. PETS**

- a) No animals, such as rabbits, livestock (including pet pigs), fowl or reptiles (including pythons) of any kind shall be raised, bred, or kept in any unit or the common or limited common areas except for dogs, cats or other household pets, which may be kept subject to Rules and Regulations adopted by the Association.

- b) All pets are to be leashed when outside of a condominium unit.
- c) PETS MUST NOT BE PERMITTED TO RUN LOOSE ON THE CONDOMINIUM PROPERTY.
- d) NO PET shall be fenced, housed, or left unattended outside a condominium unit.
- e) Pet owners are responsible for IMMEDIATE AND COMPLETE CLEAN UP AFTER THEIR PET.
- f) Pet owners shall be held liable for any and all damage by their pets in the common area including all landscaping.

## **X. RUBBISH REMOVAL**

- a) Rubbish removal and recycling service is included in your monthly fee.
- b) Rubbish, trash or other items to be disposed must be placed in an appropriate container or sealed bag.
- c) Secure rubbish in a manner which will prevent it from being scattered or blown.
- d) Rubbish containers and/or bags shall not be permitted to remain conspicuous except on the evening prior to collection and on the day trash is collected. Rubbish/recycling containers must be kept inside the garage at all other times.
- e) Rubbish/recycling containers/bins/bags must be placed at the corner on the concrete driveway where Landings Way turns onto the driveway.
- f) Rubbish and/or trash may be placed at the curb for pick-up on the evening prior to collection, but not before 5:00 pm. The rubbish container must be returned to the interior of the unit before midnight on pick-up day.

## **XI. INSURANCE**

- a) As a condominium property, a master policy for insurance coverage is purchased by the Association in accordance with the Declarations. Each unit owner/resident must obtain insurance at their own expense affording coverage upon their personal property and for their personal liability. We recommend having your personal insurance agent review the Declarations and Bylaws. If your insurance agent has questions about the Association's master policy, contact the Association's agent. You may also want to obtain a quote for your personal insurance needs from the Association's agent. For the name of the Association's agent, contact the Board of Directors.
- b) Loss claims against the master policy MUST be filed by the Board of Directors.

## **XII. BIRD FEEDERS**

- a) A hummingbird liquid feeder or seed dispensing bird feeder is permitted so long as it is placed at the rear of the condominium unit and is not an obstruction for the landscape service contractor.
- b) Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, etc. is prohibited. Food placed on the ground around a condominium unit attract rodents and creates an unsightly appearance.

### **XIII. SALE OF CONDOMINIUM UNITS**

- a) All unit owners must notify the Board in writing of any changes in occupancy within thirty (30) days of such change.
- b) One professionally printed "FOR SALE" sign may be placed on the condominium unit. Homemade signs are prohibited.
- c) One "FOR SALE OPEN HOUSE" sign is permitted from Noon to 6:00 p.m. on Saturdays and Sundays only.
- d) Sale of your condominium unit:
  - a. After your unit is sold, you or your real estate agent must call the Board or the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
  - b. The Board or the Management Company will coordinate this paperwork with banks, agents, appraisers and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceed due to the seller at the time of title transfer.
- e) The seller is responsible for providing the following information to the buyer:
  - ® Copy of the Declaration & Bylaws.
  - ® Copy of the Rules and Regulation Booklet.
  - ® Written notice of any and all architectural changes and improvements constructed by seller or previous sellers which are the responsibility of the unit owner to repair and maintain.

### **XIV. RENTAL OF CONDOMINIUM UNITS**

- a) Units shall not be occupied by more than one (1) single family.
- b) The condominium unit owner must provide the Board with the following information prior to tenant moving in.
  - a. Copy of Lease
    - Full name of tenant (Note: Providing the name of your tenant will enable the Board to acknowledge service requests, answer questions, etc. Help us make your tenant feel at home in the Association.
    - Owner is responsible for making the tenant aware of the Association's Rules and Regulations.
    - Owner is responsible for tenant violations of the Declarations, Bylaws, or Rules and Regulations. The owner is also responsible for penalty assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
    - The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declarations and Bylaws, and further, subject to the Association's Rules and Regulations.

## **XV. MAINTENANCE FEES, LIEN PROCEDURES, AND COST OF COLLECTION**

- a) Maintenance fees are established on an annual basis. They are determined by the Board of Director's estimation of expenses for the Association's obligated costs for a designated calendar year.
- b) Once the annual obligated cost is estimated, the Board assesses each owner for their fair share of the Association's annual obligated cost. Condominium units 85, 86, 88, 89, 92, 93, 96, 97, 99, and 100 are each assessed 5.567125% of the Association's annual obligated cost and condominium units 87, 90, 91, 94, 95, and 98 are each assessed 7.388125% of the Association's annual obligated costs. The disparity in the two groups is based on a difference in square footage of each condominium unit.
- c) The Board of Directors has authorized fees assessments to be paid on a monthly basis in advance of the month.
- d) Unpaid fees and assessments can subject the owner to loss of interest, title, and ownership of the property. To read more about lien procedures and the cost of collection, see the Declarations (Article XI, paragraphs A and B) and the Bylaws (Article V, Section 10).

## **XVI. COMPLAINT POLICY**

### **Channels of Communication**

The Board of Directors consists of five individuals who are owners and are elected by their fellow owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's meeting.

In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members 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. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

### **Written Complaint Procedure**

Complaints against anyone violating the rules must be submitted to the Management Company in **writing** and must contain the date, **signature**, address, and telephone number of the individual filing the complaint. Complaints submitted via email are acceptable as long as the complaining party's email can be identified. Copies of complaints and the identity of the complaining party **WILL** be made available to the alleged violator in the event of an enforcement assessment hearing.

The Board and/or Management Company will contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

## **XVII. ENFORCEMENT PROCEDURES**

Authority is granted in the Declarations (Article XI, paragraphs A and B) and the Bylaws (Article V, Section 10) for the Board of Directors to enforce the rules and regulations contained in this booklet.

## **XVIII. CORPORATE TRANSPARENCY ACT REPORTING REQUIREMENTS**

Members of the Board of Directors must comply with the Corporate Transparency Act (CTA) enacted by Congress on January 1, 2024. This requires annual and periodic submissions of a Beneficial Ownership Information (BOI) report with the Department of Treasury's Financial Crimes Enforcement Network (FinCEN). A designated legal agent will accomplish this task on behalf of the Board of Directors.

When a new member is appointed to the Board of Directors, he or she must enroll in the legal agent's website portal within 5 days of appointment and submit required information that will allow the legal agent to file an updated BOI report with FinCEN within 30 days of the board member's appointment.

When required information on any active member of the Board of Directors changes, the board member affected by the change must submit their new information to the legal agent's website portal within 5 days of the change to allow the legal agent to submit an updated BOI report with FinCEN within 30 days of the change. *(For instance, if a board member receives a new driver's license with an updated expiration date, a picture of the driver's license will have to be uploaded to the legal agent's website portal, along with an updated annotation of the expiration date, and the legal agent will, in turn, submit an updated BOI report to FinCEN).*

Each year, upon completion of the association's annual owners' meeting, the legal agent will be required to file an annual BOI report with FinCEN regardless whether changes have occurred to the Board of Directors or not. To assist with this task, the Board of Directors will notify the legal agent upon completion of the annual owners' meeting, and, if applicable, ensure newly appointed board members perform the required actions as indicated above to ensure the timely filing of the annual BOI report.

**THE END**