

Welcome to the Crossings at Golden Pond Unit Owners Condominium Association, Inc. We the Board of Directors for the Association, hope you enjoy your condominium unit. Our objective is to maintain the Crossings at Golden Pond as a very nice place to live. In order to accomplish this, we created this handbook to highlight certain rules that specifically pertain to living at the Crossings at Golden Pond and that are embodied in the Declaration of Condominium Ownership.

These are common sense rules and regulations that take into consideration the reasonable health, safety and comfort of all owners and residents at the Crossings at Golden Pond. The Board is authorized to adopt and enforce these rules and regulations pursuant to Article IV, Section 12 of the association Bylaws. We hope you will find them reasonable and will cooperate by upholding them.

The Board has hired a management company, Grace Property Services, to handle the day-to-day operations of the property. The Management Company's job includes: handling the accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

We ask that you keep this handbook handy and refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in the Portage County Records Volume 2006, Pages 66 et seq.

The handbook is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws shall govern.

Before moving into Crossings at Golden Pond, you should have received a copy of the Declarations and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder or from the Management Company.

Thank you,

The Board of Directors

Crossings at Golden Pond Unit Owners
Condominium Association, Inc.

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COMMUNITY POLICIES AND GUIDELINES

These guidelines have been set forth to expand upon and detail the information found in the Declaration and Bylaws under which the Crossings at Golden Pond Unit Owners Condominium Association, Inc. operates. All occupants are to adhere to these guidelines in order that the community will be a harmonious place to live.

To aid in the understanding of some of the descriptions, the following definitions apply to these terms:

LIMITED-COMMON ELEMENTS – generally, the areas that is between the sidewalk and the Unit, the area inside individual patio fences, and the area directly in front of each Unit’s garage door.

COMMON ELEMENTS – the area that includes the sidewalks, outside the individual patio fences, the driveways, turn-around areas, parking lot, roadway, mailbox area, and all lawn and landscape areas. This also includes the clubhouse, swimming pool, and patio area.

I. Personal Property

All personal property, such as lawn chairs, bicycles, tables, grills, etc., must be kept inside the patio or porch area or in the garage. Personal property maintained within the patio area may not be visible above the patio fence. Patio tables, matching chairs, and umbrellas are permitted. Umbrellas are prohibited to contain commercial advertising or be in conflict with the color scheme of the Condominium Property.

Due to limited space, personal safety, and the safety of the Units, fire rings, wood or charcoal grills, chimneys, etc., must be used a minimum of 10 feet from any structure, including patio fences and motor vehicles.

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 roof without prior written approval of the Board of Directors. Installation of any satellite dish/antenna in the Common Elements is prohibited.

II. Decorative Items

Guidelines for decorative items are established, and the display of any of the following is prohibited:

- Wreaths (wall)
- Seed dispensing bird feeders or bird baths (tree hanging or freestanding)
- Wall plaques
- Windsocks, wind chimes, decorative or seasonal flags, banners, inflatable decorations

A. Hummingbird Feeders

A maximum of 2 hummingbird feeders are permitted per Unit. The feeders must be mounted in the Limited-Common Elements area of the Unit and are the responsibility of the Unit owner.

B. Holiday Decorations

Winter Holiday lights and decorations are permitted to be placed in the Limited-Common Elements and/or on building exteriors provided the decorations do not damage Limited-Common Elements, building, gutters or siding. Inflatable decorations are prohibited. Decorations are not to be displayed before Thanksgiving Day and must be removed by no later than January 7th on the following year. Other holiday decorations are permitted under the same guidelines, but may not be displayed more than one week before or one week after the holiday.

All decorative lights must be rated for outdoor use and must be turned off by 11:00PM.

C. The American Flag

The American Flag may be flown or displayed in a unit owner's Limited Common Elements at any time following normal flag protocol. Free standing flags should not be more than 10' in height. See Item "I" paragraph 3.

D. Landscape/Ground Lighting

Decorative landscape/ground lighting is permitted within the following guidelines:

1. Lights may be either low-voltage electric or photocell (solar) powered.
2. Lamp units must be either black or brown in color. White light only.
3. All units must be installed within the Unit owner's Limited-Common Elements.
4. Lighting units along the sidewalk should be spaced at least 5 feet apart.
5. Maintenance of the lighting units is the Unit owner's responsibility. Non-working lights are to be repaired or replaced within a two week period.

III. Flowers/Landscape Plants

A. Flowers

Flowers may be planted inside the patio fence or other Limited-Common Elements. Only flowers which will not exceed the height of the patio fence may be used. Maintenance of the flowers is the responsibility of the Unit owner. Dead flowers are to be removed. A Unit Owner whose flowers are not kept in good order during the

growing season will be sent a reminder notice. If the flowers are not repaired a notice will be sent with the cost of repair by the Association's landscaper and an opportunity will be given to request a hearing. If there is no response, the Board will arrange for repair or removal of the flower's per the price given and will bill the Unit Owner for that cost.

B. Landscape Plants

Any planting of new shrubs in Common or Limited-Common areas must have prior written approval from the Board of Directors. Variance request forms are available from the management company.

1. Additional landscape plants which may be considered must be of a species already in use in the Condominium Property and which, at maturity, will not exceed the height of the patio fence.
2. Any new planting beds will be limited in size by the Board.
3. New beds must be mulched with matching hardwood.
4. New plants approved for planting in the Unit owner's Limited-Common Elements is the responsibility of the Unit owner to maintain. Plants which are not maintained may be removed by the landscaping company. If any costs are incurred for removal, the Unit owner will be billed.
5. All trees, flowers, shrubs, etc., planted in the Common Elements, are the responsibility of the Board, and will be reasonably maintained by a licensed landscaping company. Unit owners are prohibited to alter any Common Elements, including any plants in the Common Elements, unless they have prior written permission by the Board.
6. All poles, shepherd's hooks, etc., used for hanging any plants or hummingbird feeders, must be 6 feet or less in height. They must be in the Unit owner's Limited-Common Elements, and are not to overhang the Common Elements.

IV. Other Items

A. Prohibited Items

1. The following items are prohibited in the Common Elements: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, cypress mulch, swing sets, mounted hose reels, laundry poles or clothes lines, or other such items. Laundry is prohibited to hang over any patio fence (swim suits, towels, rugs, etc.).
2. Firearms/Weapons – Firearms/weapons are prohibited to be displayed or used in

the Limited-Common or Common Elements.

V. Exterior Alterations

Alterations or additions to fences, walls, patios, decks, exterior doors, etc., are prohibited to be made to the exterior surface of the building without prior written approval of the Board. This includes maintaining the original color and style of garage doors and main entry doors of each Unit.

A. Storm Doors

Storm doors may be added at the Unit owner's expense using on the approved design and color. The current approved model is Anderson HD 2000/2500/3000 series. Color must be sandstone or white.

VI. Window and Window Coverings

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

VII. Signs

A. Nothing may be hung or displayed from inside the windows except for one professionally prepared "For Sale" and "For Rent" signs or security systems decals and/or signs, not in excess of 9 square feet. Real estate signs are prohibited in the Common Elements except for the Board approved "Condo for Sale" sign at the entrance to Shaw Drive.

B. Real Estate Sign Policy

1. Not more than one sign per Unit
2. Locations are as follows:
 - a. Street Side Units – the sign may be placed inside the Unit, at the window but not outside the Unit, maximum of 9 sq. ft. in size.
3. Any violation of these rules may result in the sign being removed by the Board.
 - a. Determination of violation will be at the discretion of the Board.
 - b. Any damage caused by sign installation will be the responsibility of the Unit owner.

VIII. Animals

A. With the exception of dogs, cats, birds, fish, and other common domesticated household pets, no animals, rabbits, livestock, fowl, reptiles, or exotic animals of any

kind and under no circumstances shall be raised, bred or kept in any Unit, Common Elements or Limited- Common Elements. Up to 2 pets (excluding fish) may be kept by the Unit owners. Fish tanks are limited to 1 per Unit.

- B. All animals when outdoors shall be kept on a hand held leash and maintained and controlled by a responsible person while on the Condominium Property (Common and Limited-Common Elements) at all times. Pets that are brought to the Condominium Property by friends and/or family members of the Unit owners or Occupants are bound by the same guidelines.

Such individuals shall be responsible for the immediate clean-up of all pet litter.

- C. Pets are prohibited to be tethered outside in the lawn or Common Elements; nor shall any pet be tied to any patio fence.
- D. Each pet owner is responsible for any damage and/or injury caused by his/her pet and will be assessed for any required repairs to Common or Limited-Common Elements.
- E. Pet owners may be charged an enforcement assessment 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.

IX. Parking/Vehicles

Commercial vehicles are prohibited to be parked on any streets or driveways overnight. Commercial vehicle is defined as:

- Any vehicle rated greater than $\frac{3}{4}$ ton.
- Any vehicle with tool boxes, cabinets, ladder racks, towing equipment, or aerial equipment mounted on the outside of the vehicle.
- Any vehicle that is designated to haul products (box trucks, stake body or flatbed trucks).
- Any vehicle with signage.
- Any vehicle with commercial license tags, including taxis, buses, limousines, or trucks.

Current non-compliant vehicles (as of January 1st 2014) are exempt until the title transfers to a new owner. New owner non-compliant vehicles will be prohibited.

Vehicles used for recreation such as boats, trailers, motorhomes, and campers that are less than 20 feet in length are permitted to be parked in the Limited-Common Elements (in front of garage) for up to 36 hours to allow for loading and unloading. The same types of vehicles greater than 20 feet in length may be parked (at the owners risk) in the street near the Unit owners Unit for up to 36 hours. These vehicles must not block

normal access of other Occupants, must not block traffic flow, and may not be used for sleeping or other camping activities. Any vehicle that is parked in a manner that restricts traffic flow in any way may be towed at the owner's expense. Commercial moving vans, when conducting contract business, and commercial trucks, when in the area to perform service or repair work, are an authorized exception.

All parking by Occupants or guests must be: (a) within the garage, (b) in the Limited-Common Elements in front of the garage door, (c) in the parking spaces at the clubhouse area (not to exceed 24 consecutive hours), or (d) on the side drive in such a manner so as not to block any other Occupants access to the garage or street. Parking is prohibited in the "turn-around" areas at the end of the driveway. Due to the limited number of parking spaces at the clubhouse; the available parking spaces are intended for use by people using the clubhouse, it is not intended for use as normal parking of vehicles by Occupants. Vehicles are prohibited to be parked in the clubhouse parking areas for more than 24 consecutive hours. Vehicles parked there for more than 24 consecutive hours are subject to being towed at the owner's expense.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to an Occupant, which are parked in any Common or Limited-Common Elements for more than 48 consecutive hours may be towed off the Condominium Property at the vehicle owner's expense. Repair work is prohibited on vehicles in Common or Limited-Common Elements except for short-term emergency work (flat tires, battery charging, etc.).

Vehicles are prohibited to be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the Unit owners and Occupants. The speed limit within the Condominium Property is 14 mph. Reckless operation, operation of any motor vehicles by an unlicensed driver, operation of off-road vehicles, excessive speed, and parking or driving on the lawn areas is prohibited.

The main roadway and driveways are private property and are intended for use by current Unit owners, Occupants invited visitors, and guests and such usage must comply with our Community Policies and Guidelines.

Any vehicle in violation of these rules may, in addition to all other remedies, be towed and stored at the owner's expense.

X. Swimming Pool

The pool is for the exclusive use of the Occupants and their guests. Any person who cannot be identified as an Occupant, or who is not accompanied by an Occupant, will be asked to leave the pool area. The pool rules are as follows:

- A. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard on duty.

- B. For safety reasons, all residents under the age of 12 must be accompanied by an occupant over the age of 18.
- C. For safety reasons, guest are limited to 4 per Unit, and must be accompanied by an adult Occupant at all times. Guests will be asked to leave if the adult Occupant is not present. Pool passes may be required if this rule is not followed.
- D. The following are prohibited in the pool area:
- Animals or pets (excepting service animals)
 - Glass or other breakable items
 - Running, diving, or disruptive behavior
 - Excessive noise, splashing, or radios without headphones
 - Private pool parties
 - All rafts and body floats (excluding noodles)
 - Electrical devices
- E. Swimming is permitted only in garments sold as swim wear.
- F. Lounge chairs or tables are not to be reserved and must be repositioned in the order intended (orderly fashion), after use.
- G. The pool will be open daily during swimming season from 10:00 a.m. till 10:00 p.m. The pool may be closed at the discretion of the Board of Directors due to inclement weather and on days when the temperature fails to reach 65 degrees Fahrenheit or for any safety and/or health reason.
- H. Wet swim wear is prohibited in the Clubhouse lounge area.
- I. The gas grill is to be operated by an adult Occupant only and cleaned up after each use.

The pool is for all Occupants to enjoy. We understand there will be times when Occupants will want their guests, based upon the above rules, to enjoy the use of the pool. Occupants and their guests should keep this in mind and be courteous of their neighbors with respect to use of the pool.

XI. Clubhouse/Party Room

The clubhouse and party room are for the private use of Occupants. It is available for rental to Unit Owners, Lessees, and Developers only for private parties or meetings. The Unit Owner, Lessee, or Developer must be present for the duration of the rental

period. The following policy applies:

- A. A \$175.00 refundable deposit and a \$40.00 per day rental fee are required. Reservations are granted on a first request basis by writing (in ink) the starting time and ending time of your event on the calendar located in the clubhouse. Payment of the deposit must be recorded or your reservation is invalid. The deposit will be returned after the clubhouse has been inspected and approved.
- B. The renting Occupant must remain at the clubhouse for the duration of the rental period.
- C. For safety purposes, Occupants and guests under 16 years of age using the clubhouse/party room must be accompanied by an adult Occupant at all times.
- D. The furniture is to be used for its intended purpose only.
- E. The renting Occupant is responsible for all clean-up and trash removal. Clean-up must be done completely (including the patio and parking areas) at the end of the rental period.
- F. The clubhouse, pool area, and within 20' of the pool or clubhouse area is "smoke-free" – smoking is prohibited in these areas.
- G. The cost of any damage to the clubhouse, furniture, or equipment and any follow-up cleaning that is required will be deducted from the deposit. If the deposit amount is not sufficient to pay for the damage and/or clean-up, the renting Occupant will be billed for the difference.
- H. The renting Occupant will have exclusive use of the party room only. Guests of the renting Occupant may not use the fitness room or fitness equipment.
- I. The pool may not be reserved by anyone at any time.
- J. Party items or paper products will not be furnished by the Association.
- K. Any items left at the clubhouse after the rental period will be considered to be abandoned. These items will be stored for fourteen days and eventually may be disposed of. Any perishables left in the clubhouse will be disposed of immediately.

XII. Trash Collection

Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of trash collection. Only trash containers with lids, or security tied

plastic bags, are permitted for trash disposal.

All trash for collection must be set out as directed by the management company. Trash containers, when not set out for collection, must be kept inside the garage. Occupants will be responsible for clean-up of all trash spillage from the containers.

XIII. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.

XIV. Utilities

Unit owners are responsible for maintenance and payment of their own gas, electric, television service, telephone, and internet service. Unit owners or Occupants are also responsible for calling to establish desired services on, or after, the date of their possession.

XV. Unit Sales

- A. Except as otherwise provided, signs are prohibited without prior, written Board approval.
- B. Within 15 days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
- C. At the same time as above, the Unit Owner must provide the following:
 - a. Names of all Occupants
 - b. Home and business mailing addresses
 - c. Home and business telephone numbers
 - d. Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner.
 - e. Sales price
 - f. Mortgagee
 - g. Any change in the information required in a-d must be provided to the Board within 30 days of the change.
- D. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services will be charged to the seller and may be paid out of escrow from proceeds due to the seller at the time of title transfer.

- E. The seller is responsible for providing the following information to the buyer:
- a. Copy of Declaration and Bylaws, and any amendments
 - b. Copy of the Handbook
 - c. Unit access door key(s), mailbox, and garage door key(s)
 - d. Garage door opener

XVI. Satellite, Antennas, et al

Satellite dishes or antennae, other than the following types, are prohibited, unless contained completely within the Unit or within the Limited Common Elements:

- A. The “dish” antenna that is one meter (39.37”) or less in diameter and is designated to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive a transmit fixed wireless signals via satellite;
- B. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; or
- C. An antenna that is designed to receive local television broadcast signals.

(The three types of antenna listed above are collectively referred to as “Reception Devices”.) The following restrictions apply to the installation of Reception Devices to the extent that the enforcement of these restrictions does not (a) unreasonably delay or prevent the use of; (b) unreasonably increase the cost of; or (c) preclude a person from receiving or transmitting an acceptable quality signal from a Reception Device:

- A. A Unit owner desiring to install a Reception Device must notify the Association in writing of the Unit owner’s intent to do so; however, prior authorization to begin installation is not required.
- B. If more than one suitable location is available, a Reception Device must be placed in the location least visible from the front of the Unit.
- C. All installations shall be in accordance to the manufacturer’s recommendations, governing building codes, and all applicable safety statutes, ordinances, rules and regulations, including but not limited to the installation of proper lightning strike and other electrical overload protection devices for the safety of the Unit owner and neighboring Units.
- D. The dish may not be attached to any part of the Common Elements, including but

not limited to the exterior of the Unit structure. The dish must not extend into Common Elements.

- E. If the dish is mounted on a pole, the pole shall be mounted in concrete in accordance with the manufacturer's recommendations and the pole shall be no longer than necessary to provide acceptable quality signal. The pole shall be painted to match the color on the Unit as closely as possible.

- F. If a Unit owner wants to install a dish Reception Device, but the Unit does not provide a clear view of the area of sky and in order to receive an acceptable quality signal, the Unit owner may petition a neighbor for permission to mount the dish in the neighbor's Limited-Common Elements. Cases such as these must be presented to the Board for approval jointly by both parties and will be considered according to the following provisos:
 - 1. A written request describing the installation, including a diagram showing the intended cable routing and installation method including the location of existing buried electrical, cable and telephone wiring and plan to avoid possible conflicts.
 - 2. A legally enforceable written document between the two Unit owners describing the agreement and a conflict resolution plan.
 - 3. Should the host owner sell the Unit, the entire approval process must be repeated.
 - 4. Connecting cable may not run through the Common Elements, (other than the Unit owner's Limited-Common Element, including but not limited to any pedestrian walkway, vehicle driveway or vehicle parking area or buried in any location that might damage electrical, telephone or cable wiring.
 - 5. For the safety of visitors, guests, and others on the Condominium Property, no Reception Device or connecting cable may be placed in a location that would present a hazard to, or interfere with, pedestrians, maintenance, delivery, snow removal or landscaping personnel.
 - 6. The Unit owner is responsible for ensuring that the Reception device is installed and maintained properly even if the Unit is occupied by a tenant.
 - 7. It is the responsibility of the installer to check for underground obstructions prior to any digging within the Condominium Property. The Unit owner is liable for any damage cause by the installation process.
 - 8. The Board may prohibit individual satellite dishes if a central satellite system is made available to Unit owners.

XVII. Fitness Room/Equipment Use

- A. The fitness room and equipment area are for the exclusive use of current unit

- owners and lessees.
- B. Guests are prohibited to use the fitness room or fitness equipment at any time.
 - C. The fitness equipment must be used in accordance with the manufacturer's recommendations.
 - D. For safety purposes, unit owners and lessees must follow the manufacturer's age recommendations for use of the equipment, as posted in the fitness room.

XVIII. Collection Policy

- A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
- B. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)
- C. Any payments made shall be applied in the following order:
 - 1. Interest and/or administrative late fees owed to the Association
 - 2. Collection costs, attorney's fees incurred by the Association
 - 3. Principal amounts owed on the account for common expenses and assessments.
- D. Any past due assessments may cause a lien and foreclosure to be filed against the Unit/Lot.
- E. Any costs, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
- F. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- G. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board, upon written notice, may suspend the privileges of the Owner to

vote.

XIX. Miscellaneous

- A. Only the Board may submit claims against the master insurance policy. If a unit owner wishes to submit a claim, they must contact the Board.
- B. Unit owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow plower. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Board.
- C. To submit a request for an exterior modification the owner(s) must be current in all fees and assessments. Only owners who are current in all fees and assessments may submit a request for exterior modification.

XX. Amendments

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