

## **ABBAY GLEN CONDOMINIUMS ASSOCIATION, INC.**

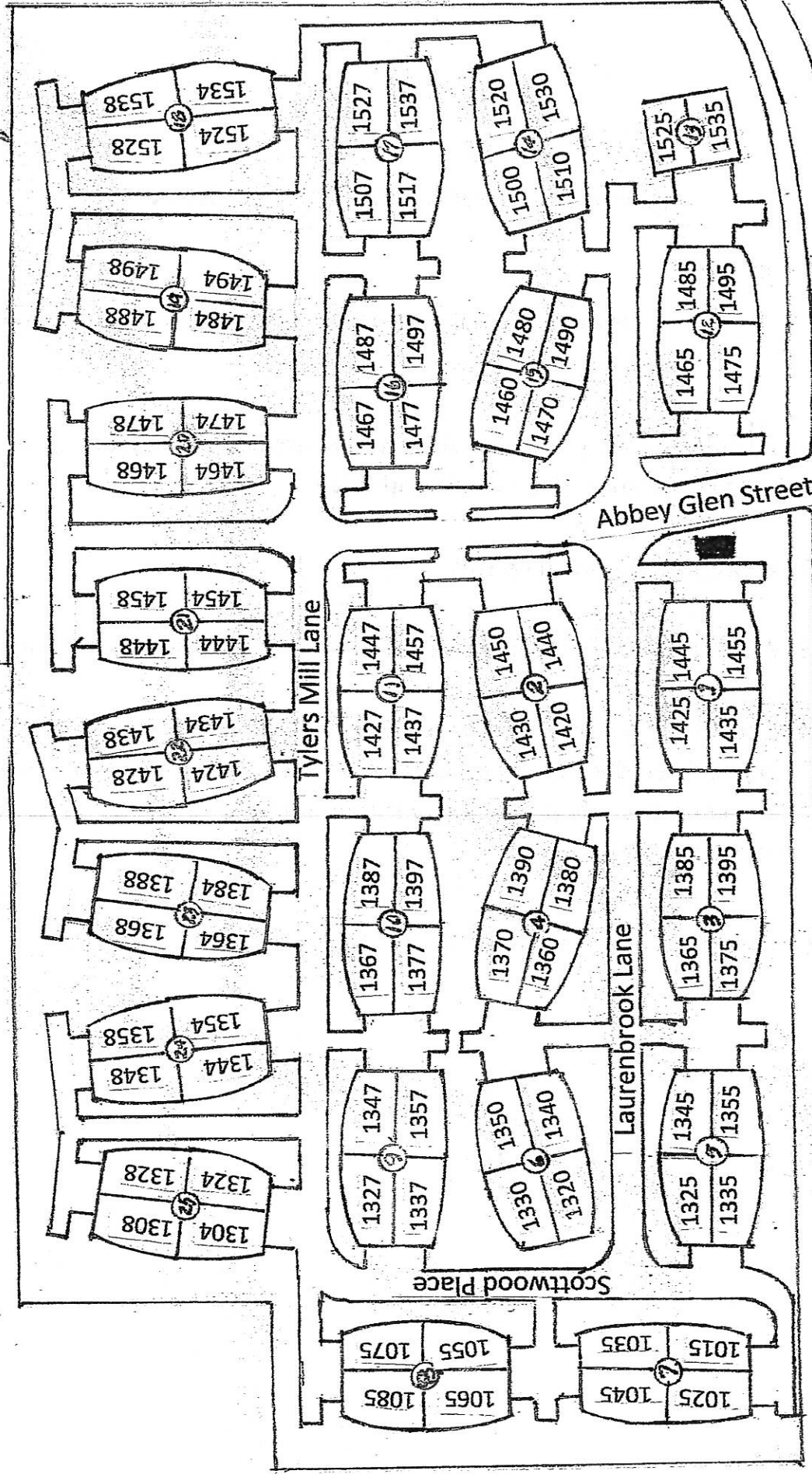
### **HANDBOOK OF USEFUL INFORMATION**

- (1) A MAP OF Abbey Glen to help new owners find the location of other units, building numbers plus streets and drives.
- (2) A two page phone directory
- (3) A two page building directory listing the occupants of each building.
- (4) The 2014 revision of the Abbey Glen Rules and Regulations which is a one of the three documents each unit owner should be well acquainted with and keep in a safe place. If you should sell your unit, they must be passed on to the new owner.

Grace Community Church Property

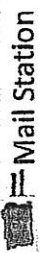
Pebble Chase Condos Property

Property Line



First Christian Church

Hankins Road



Mail Station

Abbey Glen Condominiums Association, Inc.

Phillips Road

Buildings and Streets Map

# *Abbey Glen Condominiums Association, Inc.*

## *Rules and Regulations*

*Revised May 6, 2014*

The Abbey Glen Condominiums Association welcomes you to Abbey Glen and sincerely hopes you enjoy your condo and find Abbey Glen a wonderful place in which to live. In order to ensure this, we have created this handbook to highlight certain rules that specifically pertain to living in this condominium atmosphere and that are embodied in the Declaration of Condominium Ownership.

By law all condominium communities must have an Association of its owners to provide the services necessary for safety, general property maintenance, and long-term obligations. The condominium fees provide the money to pay for these services and to save for future expenses such as roofing, painting, tree replacement and street repair. The Association elects a Board of Directors which is responsible for administering the condominium community. The Board has established rules for the welfare and harmony of all residents, as well as for the protection of the community. It is the duty of each owner or tenant to become familiar with the rules and to ensure compliance by all members of the household, including guests.

As a private condominium property, we are governed by our own Declaration and Bylaws. We elect our Board of Directors from our unit owners and the Board manages the association affairs on behalf of the owners. There are seven (7) Board members each of whom must be a Unit Owner, or the spouse of a Unit Owner and a member of the Association in good standing. Board Members serve without compensation for a term of three (3) consecutive years. There are no Board Member term limitations. Board Member terms are staggered so as to elect two Board Members each year and three Board Members every third year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following the election at the Annual Meeting, the Board of Directors is organized by election from among its members the following officers: President, Vice President, Secretary and Treasurer.

The Annual Meeting of the owners for the election of Board Members is held in the first quarter of each year. Regularly scheduled Board meetings are held throughout the year. The date, time and location are printed in the monthly Board minutes.

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

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

We ask you to keep this booklet handy and to refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded at the Stark County Recorder's Office.

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.

Before moving into Abbey Glen, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the Stark County Recorder, or the Board.

Thank you,  
The Board of Directors  
Abbey Glen Condominiums Association Inc.

<b>Massillon Police Department</b>	330-832-9811
<b>Massillon Fire Department</b>	330-833-1051
<b>GPS (Grace Property Services)</b>	234-209-9140
<b>Dominion East Ohio Gas</b>	330-478-1700
<b>Ohio Edison</b>	1-800-633-4766
<b>Aqua Ohio Water</b>	877-987-2782
<b>Massillon Cable TV</b>	330-833-4134

The AGCA Board of Directors is responsible for enforcing the following Rules and Regulations

## ARCHITECTURAL INTEGRITY

1. **No** alterations or additions may be made to the patio, fence, lights or exterior of the buildings.
2. The following are specifically prohibited: enclosed additions, free standing structures, clothes-drying lines, doghouses or pens. All window treatments shall have white or light beige showing toward the exterior of the unit.

## DECORATIONS AND PLANTINGS

1. The common areas shall be left unchanged as they belong to all owners collectively.
2. Small in ground seasonal flowers and bulbs (no vegetables or fruit plants or invasive ground covers such as Vinca, Myrtle, and Ivy for example) may be added to the developer's original landscaping in the mulched area outside the fence. No one is to remove or replace any of the original landscaping in the mulched area outside the fence without the permission of the Board. In ground plants with the potential of reaching above the fence, are permitted only in the patio area behind the fence. No plants of any kind are to be hung on the fence.
3. Potted plants may be placed in the patio area behind the fence and on the driveway asphalt next to the garage doors, April through November. A maximum of three (3) pots may be placed across the front of two adjoining garages (one pot in the middle, and one at each far end). The placement must not interfere with the downspout drainage onto the driveway. All garage pots of adjoining units shall be compatible in color and size. Any liability associated with damage to the area because of the pots is the owner's responsibility.
4. Unit owner's plantings and the maintenance of the same are the unit owner's responsibilities, including the cleaning out of flowerbeds at the end of the season.
5. With the exception of flat, decorative stepping stones embedded in the mulch and not readily visible from the street, one security sign and small American flags, no lawn ornaments, blocks, stones, shepherds hooks, pots and similar objects are permitted outside the patio fence in the mulched area. Driveway markers (reflectors) can be placed along the driveway during the snow season, but must be removed in the spring.
6. No fencing, treated wood, railroad ties, rocks, wind chimes, bug lights, bug zappers, etc. may be placed anywhere on the property.
7. Nothing shall be attached to the fence other than the exceptions in #8 below.

8. Christmas decorations may be put up the day after Thanksgiving and must be removed within the two-week period following Christmas Day. Decorations may be placed on the surface area of the patio, on the lamp post, on the fence as long as the fence decoration is light weight, and indoors in the unit windows. Lighted, plastic decorations are not permitted. Nothing is to be affixed to any other part of the building's exterior; no objects are to be placed in any of the common areas or the mulched areas outside the fence. Decorations shall not cause damage to the unit.
9. Patio furniture, decorative planters, ornaments and statuary may only be placed on the patio area behind the fence.
10. Wreaths may be placed on doors throughout the year. Nails or screws may not be used on the doors or anywhere on the outside of the building, including the fence.
11. With the exception of door wreaths and seasonal decorations, silk, or artificial plants are not permitted anywhere outside the unit.
12. One bird bath and one bird feeder are permitted on the patio behind the fence. No bird feeders are permitted in the trees in the common area. If bird seed attracts rodents, the feeders shall be removed.
13. No flags will be displayed except the American Flag. It may be flown at homeowner's discretion during daylight hours, year around. Guidelines for flag poles are as follows.
  1. Pole height shall not exceed 12 feet.
  2. Flag size no larger than 3 x 5 feet.
  3. The pole must be placed in a ground sleeve encased in concrete and located behind the patio fence at a point where the sidewalk intersects with the patio slab.
14. By October 1st, garden hoses are to be removed from faucets outside the unit and inside the garage to prevent possible freezing.
15. Patio contents may be stored on the patio as long as they do not extend over the top of the fence.

## **INDOOR HOUSEHOLD DOMESTIC PETS**

1. A Unit Owner, may house inside the Unit (1) dog or (2) cats, not both, and provided further that they are not kept, bred, or maintained for commercial purposes.
2. Pets shall be on a leash when being walked in a common area or LCA. Pets shall not be left unattended while outside the unit and shall be supervised by a responsible individual at all times. Such individuals will be responsible for immediately cleaning up after their pets.
3. Dog stakes may be used in the patio mulched area. They are not to be a safety hazard, and the pet must be accompanied by a responsible person while the dog is staked.
4. Unit owners are responsible for replacing or repairing, at their own expense, any damage caused to condominium property by any pets.
5. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon three (3) days written notice from the Board.

## **FEEDING OF WILD ANIMALS OR WILD BIRDS**

The feeding of wild animals or wild birds is not permitted on Abbey Glen Condominiums Association's property. This includes but not limited to ducks, geese, squirrels, rabbits, deer and groundhogs. Likewise the feeding of stray dogs and stray cats is not permitted. The only exception to this rule is one bird feeder in the patio area (item 12 under Decorations and Plantings of the Rules & Regulations dated March 2014).

## **RESTRICTION OF UNIT COMPLEX USES**

1. Units are designed to be used as primary residences. However, an occupant may conduct a personal business provided that such use does not involve customers, employees, licensees, or invitees, coming to the unit.
2. The first step for a unit owner who will be leasing his/her unit is to submit to the Board, in writing, at least 21 days prior to the commencement of occupancy the Lease Agreement proposal, containing the name and current address of the proposed Lessee, the terms of the proposed Lease Agreement, including a copy of the actual Lease Agreement. The Board shall have ten (10) days following the receipt of the Lease Proposal to notify the proposing Unit Owner in writing, of its approval or disapproval of said Lease Agreement. No lease may be made for less than the entire unit and for no less than a one-year period of time. No more than five (5) Abbey Glen units may be leased at one time. The Board will arrange a meeting to apprise the tenant of the official condominium documents and the rules that apply to the use of the condo unit and the complex. The owner is, however, responsible for the enforcement of these rules and will be held liable for any infractions. The city of Massillon also needs to be notified

when a unit becomes a rental. Owners need to read page 8 (xvi) of the Declaration for further details in leasing their unit.

3. When you sell your condo, there are several things you must do:

a. Present the potential buyer with a copy of the Condominium Documents which include the Declaration, the By Laws, and the Rules and Regulations. If these documents are unavailable, copies can be purchased from our management company GPS (Grace Property Services).

b. Upon closing, the new owners should be given the keys to the unit, and all information booklets for appliances, faucet fixtures, smoke alarms, electronic devices, etc.

c. Present the new owners with the Abbey Glen Information Form, (available from the Board) which should be completed at their earliest convenience and mailed to the Board. Upon receipt of this form someone from the Board will contact the new owners to schedule a time to meet with them to welcome them to Abbey Glen and to provide some general information. Any questions the new owners may have will also be addressed.

4. Nothing may be hung, or displayed, nor may signs, awnings, air conditioning units, canopies, shutters, satellite dishes, CB or other radio antennae or any other device or ornament be affixed to or be placed upon the exterior walls or roof. No signs other than professionally prepared "For Sale" signs are permitted. One sign may be placed in the mulched area outside the patio and one small sign in a window.

5. Use of water for car washing and lawn watering shall be reasonable. Unit owners who choose to water their lawns and shrubs shall not water lawns for more than 30 minutes at a time, and for no more than three (3) times a week. Shrubs should not be watered more than once per week. During a drought trees should be watered once a week by laying a hose at the base of the tree and letting the water trickle for one-half to one hour. The best time to water is early morning (sunrise to 8 A.M.). Remember, all of us are paying for our water and common sense must prevail, therefore, "hosing down" sidewalks, driveways and streets is highly discouraged.

6. The unlocked bulletin boards are for the posting of social events, and information owners wish to post (e. g. services or something to sell). In the latter case, owners shall record the date the notice is posted along with their initials. After two (2) weeks the notice is to be removed. These restrictions do not apply to notices of units being sold. The locked board is for Association use.

7. If an owner feels they are unable to get their mail at the mail building, they can get a letter from their Doctor and take it to the Postmaster for permission to have a mail box at their unit. The mail box can be put on a 4x4 post and put in a tub or cemented in the ground in the mulched area behind the patio fence.



## SOLICITATIONS AND GARAGE SALES

1. Abbey Glen is private property, and as such, no solicitation is authorized. Garage sales and tag sales are specifically prohibited.

## TRASH COLLECTIONS

1. Trash is to be kept in the unit owner's garage until the morning of collection day. Normal collection day is Thursday. Some holidays will make Friday the collection day. If in doubt, check with a neighbor or Board member. If, on occasion it is not practical to do so, set garbage out the previous evening after **6 P.M.** in **a hard plastic container with a secure lid** to discourage nocturnal varmints. If schedules do not permit returning the containers inside the unit after pickup, use securely tied plastic bags and set them out the morning of pickup.
2. It is respectfully requested that unit owners pick up and dispose of any trash or litter that might have blown into their area.

## VEHICLES AND PARKING

1. The speed limit on Abbey Glen streets is **20 MPH**. Reckless operations, unnecessary horn blowing and parking or driving on the grass is **strictly prohibited**.
2. **Overnight parking is prohibited on all streets**. Short-term parking is permitted on Abbey Glen Street, Laurenbrook, Scottwood or Tylers Mill. **All parking is prohibited on any unnamed side street.**
3. No inoperable vehicle may be parked within the condominium complex. No vehicle shall be parked on any street or in such a way that it extends into or blocks any street or driveway. Driveways of unoccupied units are not to be used for parking at any time.
4. No repair work is authorized on vehicles within the complex except for short-term emergency work (flat tire, replacing battery, etc.).
5. Unit owners are responsible for protecting driveways from leaking fluids.
6. Parking for each owner, or each unit owner's renter, is limited to the garage and the driveway immediately adjacent to the garage. The driveway areas are for passenger cars, SUV's, small pickups and vans licensed as passenger cars only. If a unit owner has more vehicles than space available, it is the unit owner's responsibility to find parking outside the complex. Use of the back in (off shoot) parking area is only for backing out of adjacent garages and temporary guest parking for that building.
7. There shall be no storage of anything, other than approved vehicles, in the common area or driveway.

8. There shall be no parking or storing of the following vehicles, on the common grounds:
- a. Any trailer/travel trailer
  - b. Snowmobile
  - c. Motor bus/motor home
  - d. Mobile home/house trailer
  - e. Recreational vehicle
  - f. Truck camper
  - g. Manufactured Home
  - h. Storage of unlicensed, expired licensed or disabled vehicle for more than 24 hours.
  - i. Historical vehicle/collector's vehicle
  - j. 3 or 4 wheel off-the-road vehicle
  - k. Truck (larger than a three-quarter ton pickup)
  - l. Boat or boat trailer
  - m. Motorcycle/motorbike or scooter
  - n. Van licensed as commercial

9. Any of the above vehicles that are excluded from the common grounds and areas adjacent to the driveways of the units may be kept in the garage of the unit provided they can be contained within the garage and the garage door is able to be closed.

### **MONTHLY MAINTENANCE FEE**

1. Each unit owner is responsible for paying the Association a monthly maintenance fee paid the first of each month as established by the Board of Directors. Checks should be made to Abbey Glen Condominiums Association. These monies are used to cover the costs of common area maintenance, insurance, water, streetlights, trash pickup, reserves and legal and management fees.
2. Late fees of \$30.00 per month will be charged to unit owners who fail to pay their assessment by the tenth of the month. In addition, the Board may call for the advance payment of the entire yearly maintenance fee at the beginning of the year, if a unit owner is repeatedly delinquent paying the monthly fee. Special assessments may be levied if determined necessary by the Board of Managers. Liens may be filed against owners who become delinquent in normal monthly maintenance fee payments.

### **COMMON AREAS**

1. Common areas are defined as all the condominium property except that which is designated LCA. LCA is that property primarily serving one unit. The Association is responsible for the maintenance of roads and those grounds designated as common areas.
2. At the complex mail building, an orange reflector arm has been installed to signal when mail is in. Parking on the wrong side of the street at the mail building is prohibited. During harsh weather, care must be taken to avoid falls around the building. There is a suggestion box located below the bulletin board for residents to use. The Board will respond only to signed notes.

## **RIGHT OF ENTRY**

1. An owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board in case of emergency originating in or threatening his/her unit, whether the Owner is present at the time or not. The Association shall further have the right to enter any Unit for the purpose of construction, maintenance, or repair.

## **FINES**

1. Residents who are not complying with condominium rules and regulations may be fined \$25.00. A letter will be sent for the first offense, followed by a fine or fines should the offense reoccur. Upon the occasion of a second offense, the fine will increase by \$25.00 with each repeat occurrence.

## **GLASS POLICY**

1. All unit owners are responsible for replacement of broken seals in windows or broken springs in the window casements.
2. Glass broken due to unknown vandalism remains the responsibility of the unit owner. Glass broken due to negligence or accident by a unit owner, renter, family member, or guest is the responsibility of the unit owner.

## **GRILLING**

1. Since September 5, 2005 the State of Ohio Fire Code has contained the following:

"In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other open flame devices are prohibited to be used within (10) feet of a building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of **330-833-1053**." This applies to any building of three or more residences. At Abbey Glen it includes all buildings except building 13.

## **INSURANCE**

The Board of Directors shall secure Fire and Extended Coverage insurance, in the name of Abbey Glen Condominiums Association, for the use and benefit of unit owners.

1. The Board shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas.
2. The Association shall obtain a comprehensive policy of general liability insurance covering all of the Common Areas, and public ways and any other areas under the Association's supervision, insuring the Board of Managers and the unit owners and occupants.

3. The Board shall obtain and maintain, at the Association's cost and as a common expense, a fidelity bond providing coverage for the Association against dishonest acts on the part of the Directors, employees, agents or volunteers responsible for handling funds belonging to or administered by the Association.

4. The unit owners shall obtain insurance against liability for events occurring within a unit, and insurance against losses for personal property and furnishings.

## **MAINTENANCE AND REPAIR**

1. The Association shall maintain and repair all common areas, utility lines in the common areas, lawns, shrubs, trees, walkways, patios and the exterior of all buildings as well as originally installed plantings and fencing in the LCA.

2. The Association is responsible for supplying the light bulb and photocell for the post light in front of each unit. The specified bulb is a 100 watt 130 volt clear bulb. The Association provides this bulb when notified by a unit owner. An energy savings can be realized by using a spiral fluorescent bulb with a 100 watt output rating. The Association does not supply this bulb.

3. Maintenance requirements for these items should be communicated in writing to the Management Company GPS (Grace Property Services).

4. To insure uniformity the painting of front and garage doors and, repairs due to damage or normal wear and tear is ordered by the Association. However the cost of this work is the financial responsibility of the owner. The Association orders the repairs and the unit owner reimburses the Association for the cost. Locks, springs, weather stripping, garage door openers, etc. are component parts of the door and are the unit owner's responsibility.

5. Individual unit owners are responsible for the repair and maintenance of all components within the individual unit, heating and air conditioning units, (appurtenant to the unit), plus all doors, screens and windows. Owners are also responsible for payment of all utility services to their unit.

6. It is important to clean dryer filters frequently to avoid collection of lint in the dryer vent on top of the roof. The flexible tubing in the attic should be checked periodically to make sure it is intact.

7. Interior insect extermination is the responsibility of the owner.

8. While still under warranty, windows are replaced by the installer at no cost other than a reasonable charge for labor.

9. Names and numbers of vendors are inside the unit's laundry room cabinet door.

## STORM DOOR REPLACEMENT POLICY

This policy is being adopted to ensure uniformity of external features of all units. The policy will prevail when a storm door must be replaced due to damage or when a unit owner desires the features of a new door.

As stated in the Declaration, the unit owner is responsible for the cost of maintaining and replacing doors and windows.

A request to have the storm door replaced must be made in writing addressed to the Board of Directors.

The Board has selected a door manufactured by Larson Manufacturing Company and labeled "Meadowview". This door can be seen at Menards and Lowes or on the Larson website [www.LARSONdoors.com](http://www.LARSONdoors.com). At the website, click on "Screen Away" and precede to doors numbered 346.

The replacement must be made using licensed contractors approved by Grace Property Services. If the unit owner will not be using a contractor employed by Menards or Lowes, the contractor of choice must provide a copy of Workmen's Compensation insurance and Liability insurance to Grace Properties prior to work being done.

## REGULATIONS FOR INSTALLING SATELLITE DISHES/ANTENNAE

No satellite dishes or antennae *other than the following types* are permitted, unless contained completely within a Unit.

- (1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; or
- (2) 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
- (3) 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. An Owner desiring to install a Reception Device must notify the Association by filling out a **Satellite Dish/Antenna Waiver and Release** form (available from a Board Member), and send it to the Board of Directors. However, prior authorization to begin installation shall not be required.
- b. Satellite dishes/antennae can only be installed in the Patio Area (LCA) behind the fence in the mulched area. If an owner with a satellite dish/antenna moves he/she must remove the dish/antenna.
- c. All installations shall be in accordance with the manufacturer's recommendations, governing the 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. If a professional installer is used they are required to carry workers compensation and liability insurance.
- d. Installation of any satellite dish/antenna on, attached to, or extending into the common elements is prohibited. Attachment to the exterior siding or roof is prohibited. No holes can be drilled through the exterior of the building for the wiring.
- e. If the dish/antenna is mounted on a pole, the pole shall be mounted in concrete or in accordance with the manufacturer's recommendations and the pole shall be no higher than the roof gutter. The pole shall be painted to match the color of the Unit as closely as possible.
- f. If an owner wants to install a dish/antenna Reception Device, but the Unit of residence does not provide a clear view of the area of sky required to receive an acceptable quality signal, the Owner may petition a neighbor for permission to mount the dish/antenna in the neighbor's Limited Common Area. Cases such as these must be presented to the Board of Directors for approval jointly by both parties and will be considered according to the following provisions.
  - (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 a plan to avoid possible conflicts.

- (2) A legally enforceable written document between the two owners describing the agreement and a conflict resolution plan. All legal costs to be paid by satellite dish/antenna owner.
- (3) Should the host owner sell the Unit, the entire approval process must be repeated.
- g. Connecting cable may not be run through the Common Elements, (other than the Owner's Limited Common Elements), 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.
- h. For the safety of visitors, guests, and others on Condominium Property, no Reception Device or connection cable may be placed in a location that would present a hazard to, or interfere with, pedestrians, maintenance, delivery, snow removal or landscaping personnel.
- i. The Unit Owner shall be responsible for ensuring that the Reception Device is installed and maintained properly even if the Unit is occupied by a tenant.
- j. It will be the responsibility of the installer to check for underground obstructions prior to any digging within the Condominium Property. The Unit Owner shall be liable for any damage caused by the installation process.
- k. The Board may prohibit individual satellite dishes if a central satellite system is made available to Owners.

**Approved by the Abbey Glen Condominiums Association, Inc. Board of Directors May 6, 2014**

