

## **General Repair**

- Screen replacement or repair is the sole responsibility of the Unit Owner
- Exterior painting when required is the responsibility of the Association, including front doors. No exterior painting is to be done by the resident.
- All locks are the responsibility of the Unit Owner.
- Painting of garage doors is the responsibility of the Association. All other repairs for garage doors, including locks, springs, garage door openers, seals (weather stripping) and component parts of the garage doors are the responsibility of the Unit Owner.
- Garage door replacement is at the expense of the Unit Owner. The Management Company must be contacted to obtain the required door information.
- Decks, wood and screened porches are the Unit Owner's responsibility. They are to be weather protected/stained as needed, **only with the approved color/stain of the Association. Refer to the appendix for the approved stain and color information.** If the deck or porch has not been properly maintained, the Unit Owner will be notified by the Association, and the owner will have a reasonable period of time to comply. If work has not been done, the Association will have the work completed at the owner's expense.

## **Golf Course Area**

- The pond behind the units on the south side of Glenshire Circle is the responsibility of OHIO PRESTWICK COUNTRY CLUB, **and is not for the condominium resident's personal use.**
- **OHIO PRESTWICK CC golf course is to be used by members only.**

## **Pets**

- Residents are permitted to have two (2) common household pets not bred or maintained for commercial purposes.
- No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on the Common Areas.
- **No household animals** shall be permitted in any portion of the Common Areas except on a leash (not longer than six (6) feet in length) maintained by a responsible person.

- Permitting animals on the Common Areas shall be subject to such rules and regulation as the Board may from time to time agree upon, which may include limitations as to the size and number of pets.
- **It is the responsibility of every pet owner to clean up animal waste immediately with no bearing on the weather conditions.** The rules and regulations may include the right of the Board to fine Owners or Occupants who do not clean up after their pets.
- The right of a Unit Owner or Occupant to maintain an animal in a Unit shall be subject to termination if the Board reasonably determines that maintenance of the animal constitutes a nuisance.
- Pet owners are responsible for lawn repairs that are necessary due to their pet's destruction of the lawn, trees or shrubs. This destruction can be caused by, but not limited to, repeated urination in the same area.
- Residents who have pets are responsible for keeping them in a healthy condition and see that their pets have all the required shots, such as rabies and distemper prevention.

### **Dues and Assessments**

- Monthly maintenance fees shall be paid by the tenth of the month. A late charge **will** be assessed for not paying monthly dues on time.

### **Rentals**

- No Unit shall be leased, let or rented, whether for monetary compensation or not, by the Unit Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit Owners. Refer to Declaration Article III, Section 2(h) of the Bylaws for further details.

### **Vehicle Operation**

- Cardington Green is the main thoroughfare through the complex. All vehicles emerging from Glenshire Circle, Wallington Circle or Paddington Down must obey the stop signs at the intersections before proceeding onto Cardington Green.



- **For everyone's safety, the speed limit is 20 MPH.**

## **Miscellaneous**

- **Garage and yard sales are not permitted within the complex.**
- Clotheslines shall not be strung on the outside of the units, nor shall the screened porches, patios or decks be used to drape items for any reason.
- For security reasons and to discourage animals (woodchucks, rabbits, mice, etc.) from taking up residence, it is suggested garage doors be kept closed.
- **Storm doors** are to be the same design for all units. See the Appendix for approved manufacturer and model number. Please check with the Management Company before purchasing the door.
- Handrails are permitted **only** with Board approval. The Association does have an individual who does the installation of the approved handrails. **No other handrails are permitted.** Submit your request in writing to the Management Company.

## **Enforcement**

The Board of Trustees has the authority to promulgate rules under the governing documents. The authority of the Board is expressed in Article IV, Section 12 of the by-laws.

Article IV, Section 12 states as follows:

“...(a) The Board shall have the right, power and authority to ... take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents (c) Enforce the covenants, conditions and restrictions set forth in the Declaration ... (e) Establish, enforce, levy and collect assessments as provided in the Declaration ... (f) Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof ... “

The Board’s authority can also be found in Article VII, Section 5 of the Declarations. Additionally, Article IV, Section 13, specifies a duty of the Board to “...(h) cause restrictions created by the Declaration to be enforced...(I) take all other action as required to comply with all requirements of law and the Condominium organizational documents.

## **BOARD OF TRUSTEES**

**DATE: September 2021**

**Sue Marquard, President**

**Chip Westfall, Vice President**

**Beth A. Kartarius, Secretary**

**Skip Plassard, Treasurer**

**Henrietta Schromm**

### **Board Member Policy – Effective as of 2022**

The Greens of Prestwick Policy defining “Good standing.”

“Good standing” means the Director is not an adverse party in any litigation involving one or more of the following parties: the Association, the Board or any Director (in that member’s capacity as a director).

Good standing also requires that the Director not be delinquent in the payment of any fees or assessments owed to the Association.

Any current Director not in good standing, as defined by this board policy, at the time this amendment is recorded with the Summit County Fiscal has 30 days to become in good standing, otherwise they may be removed by a majority vote of the remaining Directors.

The above language will also be written on all nominating form for all association owners to read and take notice.

In addition, the above language will also be read at the annual meeting for all association owners in attendance to hear and acknowledge their understanding prior to them seeking nomination from the floor.

Adopted by the Board of Directors on November 11, 2021

## **SECTION THREE**

### **Appendix**

## **Table of Contents**

Approved Stain & Color Information	Page 20
Approved Front Storm Door, Light Fixtures and Fencing	Page 20
Collection Policy	Page 21
Satellite Dish Policy	Page 22-23
Forms:	
Buyer/Seller Needs to Know	Page 24
Enforcement Procedure	Page 25