

## I. Environment of Common Elements

Common Elements include everything but the Individual Unit. All Unit Owners own Common Elements together.

Some examples: foundations, roofs, building structure, parking areas and yards. Reasonable maintenance and repair of the Common Element is generally the responsibility of the Association.

### A. General

1. Storing or placing anything in the Common Elements is prohibited. Any and all such items may be removed by the Association and stored at the expense of the Unit Owner.
2. Noise that causes a nuisance or creates a disturbance is prohibited.
3. Neither the Association nor its contractors will be held responsible for damage to personal property left outside that impedes property maintenance, such as lawn mowing, fertilization, mulching, trimming, snowplowing, or landscaping.
4. Each Owner must report to the Management Company in writing the need for any repairs to Common Elements that are the obligation of the Association to repair or maintain.
5. The defacing of any Common Element surface is prohibited. This includes the painting or chalking of sidewalks.
6. Seasonal items must be stored in the garage for winter months. Furniture on concrete patios must be moved to the garage. Outside hose should be removed from spigot no later than November 1 and not reattached before April 1.

7. Toys, recreational equipment, and bicycles must be removed to garage by sunset.
8. Toddler playground equipment or sandboxes are prohibited.
9. Front entrances are not to be enclosed, or altered without *prior written* permission of the Board.
10. Awnings (over concrete patios only), privacy fences between concrete patios, and sun tunnels may be installed with *prior written* permission from the Board.
11. Unit Owners may not enclose any portion of the Common Elements with a tent, fence, or any boundary without *prior written* permission of the Board.
12. Games or activities creating a nuisance, damaging a unit or a part of the Common Elements, or disrupting peace are prohibited.
13. Acts of vandalism shall result in an immediate fine of \$100.00 per involved person.
14. Costs to repair damage to Common Elements will be assessed to unit owner responsible for the damage or associated with those causing it.

B. Parking

1. Residents must be able to park their vehicle in the garage. Garage must not be used for storage only.
2. If cars are left in the driveway during the snow removal season, the driveway may not be plowed.
3. Visitors to Units may park in the designated paved parking areas. Parking on U.C.D. is permitted for special occasions. Overnight parking is prohibited.

4. Vehicles may not be parked at entrance to cul-de-sac, within 10 feet of any fire hydrant, on unpaved surfaces, in snow-dump areas during winter months, or in front of any garage other than resident's own garage without permission.
5. When snow is forecast, vehicles may not park in front of garage doors.
6. Vehicles shall not exceed 20 m.p.h. on U.C.D. Speed must be decreased to 10 m.p.h. in cul-de-sac area.
7. All vehicles shall travel **counter-clockwise** around circle to access mail house or condos west of circle. Drivers must use extreme caution for pedestrian safety.

### C. Motor Vehicles

1. The following vehicles are prohibited:
  - a. Trucks, other than "pickups" or vans
  - b. ATVs and dirt bikes
  - c. Boats or boat trailers \*
  - d. Campers or camper trailers \*
  - e. Mobile and/or motorized homes
  - f. Moving vans or U-Hauls except when in use during move-ins and move-outs
  - g. Snowmobiles, ski mobiles or jet skis \*

\*Items c, d & g are permitted if stored in the garage.

2. The repair or maintenance of any motor vehicle or any of the above in the Common Elements is prohibited.
3. Resident's vehicles that are licensed, painted or signed for commercial purposes must be parked within the Resident's garage at all times.
4. Abandoned/disabled vehicles left for a period exceeding 72 hours, or any vehicles described in #1 above, may be removed from the property at the Owner's expense.

5. All vehicles on the property must be currently licensed and operable.
6. Vehicles of owners and residents only may be washed/polished in paved area.
7. Vehicles may not be warmed up in confines of garage.

D. Architectural and Grounds

1. General

- a. No decorative flags are permitted.
- b. No vegetable gardens or fruit trees are permitted.
- c. No landscape lights are permitted.
- d. Annual flowers may be planted in mulch area. Owners are responsible for proper maintenance.
- e. Owners/residents may not enlarge mulch area by removing sod *without prior* approval of the Landscape Committee.
- f. Any trees, shrubs, or plants to be installed on the property must have *prior* approval of the Board.
- g. Lawn areas are to be kept free of debris. Damage to lawn done by pets, residents, guests, etc., shall be repaired at owner expense.

2. Outside Decorations

- a. Outside decorations must be placed in mulch, on walkway, concrete patios or covered sun porches and must not exceed **six** items. All six items may be flower containers, approximately 16 inches to 18 inches in height and diameter in scale.
- b. A maximum of two flower pots may be hung on single shepherd hooks. No double shepherd hooks are permitted.
- c. Of the six allowed items, two may be of the following:
  - A small birdbath (no larger than approximately 30 inches in height with diameter in scale).
  - A small statue (no higher than 18 inches). **No clothing or decorations permitted.**

- A small bench [approximately 24 inches wide and height in scale].
- A small welcome flat stone in the mulch.
- A Hummingbird feeder [liquid only]. **No other feeders permitted.**
- A small re-circulating water fountain may be placed on the concrete patio or covered sun porch. **It must be hard-wired into electric service box by an electrical contractor. No plug-ins are permitted due to fire insurance requirements and safety issues.** Size will not be more than 30 inches high with diameter in scale. The fountain must be covered from November 15 to April 1.

**EXAMPLE:** Homeowner could have three flower containers, one small bench, one small water fountain on the concrete patio or covered sun porch and one flat stone.

### 3. Other

- a. No inflatable decorations are allowed at any time.
- b. Patio furniture must be removed from the concrete patio for winter storage prior to November 15.
- c. Where driveways are placed against the house foundation with no area to plant flowers, the homeowner may place one flower container only next to the corner of the house. The size permitted is 18 to 20 inches in height. This container is in addition to the six allowed items.
- d. **Lighting** – A light post lantern, which matches those already installed, may be installed in the mulch area outside the condominium with prior written approval of the Board. All costs will be the responsibility of the homeowner.
- e. **Grills** – will be permitted on the concrete patio when not in use if they are small. Large grills will be stored in the garage when not in use. New Ohio Fire Code law requires that all grills must be used a minimum of ten feet from any structure.

## II. Condominium Association Responsibility

The Association is responsible for the reasonable maintenance of the following:

- A. Building roof
- B. Siding and trim
- C. Gutters and downspouts
- D. Foundations
- E. Common Element landscaping and snow removal
- F. Parking areas, driveways and U.C.D.
- G. Common Element utilities
- H. Association insurance

## III. Unit Owner Responsibility

Each Unit Owner is responsible for:

- A. Doors [including garage and automatic garage equipment], door frames, door screens, door glass, and storm doors unless damaged by items covered under Association insurance (such as hail storm)
- B. Windows, frames, and window screens
- C. Patios, front entrance, and fences (if any)
- D. All heating and cooling equipment, and ventilation pipes serving the individual unit
- E. All plumbing serving and located within the individual unit
- F. Damage to any part of the Condominium Property, including Common Elements, Limited Common Elements, and Units, caused by the Unit Owner, Resident, or Guest

## IV. Limited Common Elements

Certain parts of the Common Elements are built and designed specifically for each individually owned Unit. The Limited Common Elements include all screens and storm windows serving a Unit and any concrete patio adjacent to the Unit.

These are designated as Common Elements because they are owned by all Owners together, and the Association has control over how they are to be used and maintained. The complete designation is Limited Common Elements because they serve only one Unit. Maintenance and repair are the Unit Owner's responsibility.

A. Windows

1. Use of plastic and other non-glass window liners is prohibited on the exterior of the Unit.
2. Broken windows and torn screens must be repaired immediately by the Unit Owner and at their expense.
3. Unit Owners may replace windows only with prior written permission of Board.
4. Permanent window treatments must be installed within 3 months after a resident moves in. Temporary coverings for privacy may be white/off-white sheets or paper.
5. All drapes, curtains, window coverings, shutters or blinds visible from the street or common area shall be lined in white or off-white.

B. Doors

1. Metal entrance door may not be replaced, painted or otherwise altered without prior written permission from the Board.
2. Storm doors must be approved by the Board. Purchase and maintenance of storm door are the owner's responsibility.
3. Garage doors and frames are to be maintained in good condition and kept fully closed except when in use to enter or exit garage or any other reasonable purpose.

C. Patio – The concrete patio area may not be used for storage.

D. Basketball Standards – No basketball apparatus or fixed sport apparatus shall be attached to the exterior surface of the common area, including building or grounds, nor shall they be permitted on the property.

- E. Clotheslines – No outside laundering or drying of clothes shall be permitted.

## V. Unit Restrictions

All space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceiling creates the individual Unit. This includes everything built and installed for the exclusive use of the Unit Owner. It is the Unit Owner's responsibility to repair and maintain all parts of the Unit.

**Any changes, additions or improvements** not within the walls of a Unit are prohibited without **prior written** approval of the Board.

### A. General

1. Units shall be used for residential purposes only. No trade or business may be conducted in it, except a residential unit may be used as a combined residence and executive or professional office by the owner.
2. Persons, who must register as a Sexual Predator or Habitual Sex Offender requiring notification under the Ohio Sex Offender Act or similar status, are prohibited from residing in any Unit for any length of time.
3. Attaching anything to the Unit's siding, brick or wood trim is prohibited. Any damage done to siding, brick or wood trim by the Unit Owner or Resident is the Unit Owner's responsibility.
4. All residents must comply with Local, State and Federal laws and Guidelines regarding the storage and handling of flammable or hazardous materials.
5. No signs may be displayed in any unit except signs approved by Board. One "For Sale" or "For Lease" sign shall be allowed in front of the unit provided it does not exceed 4 square feet in size.
6. Rules for satellite dish/antenna are attached herein and made a part hereof as if fully written herein.  
(Appendix A)
7. Owners shall pay fees for any cable system.



## B. Pets

1. No more than **two** usual and ordinary household pets may be kept in each unit. No animals may be bred for commercial purposes.
2. Pets must be on a **hand-held leash** and under control at all times when outside the Unit.
3. Pets are prohibited from being tied to any Common Element or stationary object on a common Element or left unattended out of the unit at any time.
4. Pet Owners are responsible for the **IMMEDIATE** and complete clean up after their pet.
5. Unit Owners shall be held liable for damage caused by their pet or the pet of their tenant, resident or guest to any Common Elements, shrubs, bushes, trees, and grass.
6. No animals such as, insects, pigs, fowl or reptiles are permitted to be raised or kept in any Unit or in the Common or Limited Common Elements.
7. Dogs must be licensed by Stark County and vaccinations kept up to date.

## C. Seasonal Decorations

1. Decorations are permitted on front door and patio door.
2. Decorations may not be installed any earlier than thirty [30] days before the holiday and must be removed no later than fourteen [14] days after the holiday.
3. Light are permitted on trees and shrubs in front of, or next to, a unit.

## D. Rubbish Removal

1. Residents shall contact management for proper disposal of large items. Management will arrange for pick up. Large items left outside without prior arrangements will not be picked up.

2. Trash containers must remain in garage **AT ALL TIMES** other than pick up day. Trash containers may not be stored on the patio at any time.
3. Trash may be put outside **AT DUSK** the night before collection. Trash containers **MUST** be put back in garage on the same day of collection.

## VI. Sale or Lease of a Unit

### A. Sale of a Condominium Unit

See By-laws, Article VII, Sections Two through Eight.

### B. Lease of a Condominium Unit

Unit Owners **must** contact the Board of Trustees before considering leasing their unit as a newly adopted amendment to the Declaration and Bylaws is now in effect, and many restrictions apply.

## VII. Assessment and Collection Policy

- A. The Board shall determine monthly assessment due based on budget and percentage of ownership.
- B. Monthly payments are due by the 1st of each month.
- C. Payments received after the 10<sup>th</sup> of the month are deemed late and incur a late fee of \$25.00.
- D. Checks returned NSF incur an additional fee of \$25.00.
- E. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owned by the delinquent Owner.
- F. Any past due assessments may cause a lien and foreclosure to be filed against the Owner of the Condominium Unit.

## **TERMS**

**The Association:** The University Commons Condominium Association (UCCA). Each owner of a unit automatically on purchasing a unit becomes a member and shall comply with the provisions of the declaration, bylaws, decisions and resolutions of the association.

**U.C.D.:** University Commons Drive

**Management Company:** Grace Property Services; the professional corporation designated by the Board to provide managerial functions.

**Board:** The Board of Trustees, the governing body of the Association.

**NSF:** Not sufficient funds available in checking account to cover check.

## **Addresses and Telephone Numbers**

|  |                |
|--|----------------|
| Grace Property Services<br>1375 South Main St, Suite 201<br>North Canton, Ohio 44720 | 234-209-9140   |
| Police or Fire Emergencies   | 911            |
| Massillon Police Dept. [Non-emergency]   | 330-830-1735   |
| Massillon Fire Dept. [Non-emergency]   | 330-833-1053   |
| Northeast Ohio Natural Gas [Billing]   | 1-800-237-2099 |
| Northeast Ohio Natural Gas [Emergency]   | 1-800-451-9465 |
| Ohio Edison [Customer Service]   | 1-800-633-4766 |
| Massillon City Sewer Dept [Billing]  | 330-830-1704   |
| Massillon Cable T.V.   | 330-833-4134   |
| Massillon Mayor's Office   | 330-830-1700   |
| Massillon Post Office  | 330-837-8323   |
| Massillon Public Library   | 330-832-9831   |
| Massillon Senior Center  | 330-837-2784   |
| Massillon Recreation Center  | 330-832-1621   |
| The Legends Golf Course  | 330-830-4653   |
| Aparco Security Systems  | 330-494-2669   |
| Perry Local Schools  | 330-477-8121   |
| R.G. Drage Vocational School   | 330-833-9856   |
| SARTA  | 330-454-6132   |
| Donato's Pizza [They deliver to U.C.]  | 330-832-7013   |
| Graybill Plumbing & Heating, Inc.  | 330-756-2075   |
| Crown Heating & Cooling  | 330-499-4988   |
| Crescenze Cooling & Heating  | 330-830-0800   |
| Koby Electric  | 330-830-0074   |