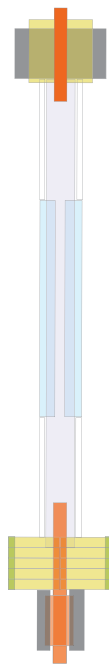


**THE SILVER VALLEY CONDOMINIUM ASSOCIATION  
HANDBOOK OF RULES, REGULATIONS, AND INFORMATION**

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December 1, 2016

Dear Silver Valley Unit Owner,



To help ensure that our Silver Valley Condominium Community continues to be a safe, pleasant, and healthy place to live, the Board of Directors asked an *ad hoc* committee comprised of six residents to review and comment on our Rules in 2016. Their input was influential in the preparation of the Rules version that was submitted to our attorneys for a formal review. These revised Rules are rooted in the Bylaws and the Declaration, and consider the high standards by which we have governed ourselves since the creation of our community.

Changes in this document reflect simple updates to outdated information; additions required by changes of circumstance and the law; and clarifications designed to avoid misinterpretation of the Rules.

The Rules apply to all Unit Owners, Occupants and their guests. They are intended to promote our general safety and comfort, and reasonably safeguard the property rights of all Unit Owners and Occupants. We ask for your cooperation in observing the standards put forth; please make them part of your commitment to being a good neighbor.

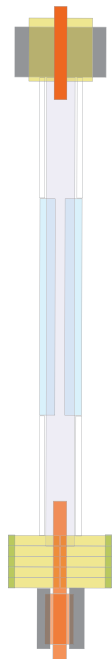
We suggest that you familiarize yourself with the Rules, and keep your copy handy for future reference. A digital copy of this document is available at our website, [www.silvervalleycondos.org](http://www.silvervalleycondos.org). If a circumstance arises that is not spelled out in the Rules, please contact the Management Company for guidance.

Additional information is contained in the Silver Valley Condominium, Inc. Declaration and Bylaws, recorded in Volume 6980, page 125 et. seq. of the Summit County Records. Copies of the Declaration and Bylaws are available for free download at [www.silvervalleycondos.org](http://www.silvervalleycondos.org), or in printed form from the Management Company, at cost.

The Rules are intended to supplement, not replace, the Declaration and Bylaws; therefore, if there is an inadvertent discrepancy between what is expressed in the Rules and the recorded documents, the Declaration and Bylaws will govern.

Respectfully,  
The Board of Directors  
Silver Valley Condominium, Inc.

## Introduction



Silver Valley Condominium consists of 111 condominium Units.

Streets within the Condominium Property are private and are maintained by the Association. Silver Valley Boulevard and Damon Drive are public streets, and are therefore the responsibility of the City of Munroe Falls.

As a private condominium Association, we are governed by our own Declaration and Bylaws. Using the Declaration and Bylaws as a guide, the Board of Directors has the responsibility and authority to establish a set of Rules unique to the needs of our Association.

We elect our Board of Directors from among our Unit Owners. The Board manages Association affairs with the advice and counsel of a professional Management Company. Board members serve without compensation for a term of two consecutive years. There are no term limitations. Board terms are staggered to elect two Board members in one year and three more, the next year. If a vacancy occurs during the term, the Board of Directors is authorized to appoint a replacement. Staggered elections help ensure stability, continuity, and a Board membership with a broad range of experience in condominium affairs.

An Annual Meeting is held each May to elect Board members and discuss major projects and global issues. All binding votes require a quorum of 56 unit owners (in person plus unit owners' proxy forms).

Following its election at the Annual Meeting, the Board of Directors elects the following officers from the Board membership: President, Vice-President, Secretary, Treasurer and Member-at-Large. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend a Board meeting should call the Management Company to obtain a date, time, and meeting location.

The Management Company handles the day-to-day operations of the Condominium Property and is responsible for: billing and collection of monthly maintenance fees; timely payment of assessments; issuance of enforcement letters; and obtaining bids for services rendered to the Association (i.e., landscaping, refuse pickup, painting, repairs, etc.) The Management Company also monitors the performance of vendor services and acts in an advisory capacity to the Board of Directors.

On behalf of Silver Valley Condominium, Inc., we welcome you and hope you enjoy our community. Together, we can continue making Silver Valley Condominium a great place to live.

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## Condo Use

These Condominiums are residential, and not to be used for business or commercial purposes, as further provided in Declaration Paragraph 9, Subparagraph (a).

## Service Requests

- A. All requests for service or maintenance work provided by the Association must be arranged through the Management Company, by phone, postal letter, email, or by using the online request for service web link on the Association website: *www.silvervalleycondos.org*
- B. The Board of Directors will resolve any disputes regarding the responsibility for maintenance and repairs. Unit owners may appeal decisions to the Board and request a review. Requests for such review must be submitted in writing through the Management Company or in person by attending a regularly scheduled Board meeting. Please call the Management Company in advance to place your concern on the Board meeting agenda.
- C. If an appeal is rejected, the Board will respond to the Unit Owner in writing, listing its rationale for the rejection, and suggesting detailed steps required for compliance; in the event of continued noncompliance following the issuance of this written notice, the Board may, in addition to all other remedies available to the Association, elect at its sole discretion to repair damage to any Unit or to Limited Common Elements. All costs and expenses for such repairs will be billed to the Unit Owner.
- D. Any disputes between Association-hired contractors or service providers and Unit Owners should be brought to the attention of the Management Company by the Unit Owner, and then addressed by the Board. Unit Owners are prohibited from negotiating with or giving orders to Association-hired contractors or their employees, unless said individuals are involved in a hazardous activity that poses an immediate danger to life or property.

## Maintenance and Assessment Payment Booklets

New Unit Owners should receive a maintenance payment coupon booklet and a copy of the Rules from the Management Company at closing. New Unit Owners who do not receive these materials should contact the Management Company.

## Owner/Occupant Information

### A) Unit Owners Association Records

Per House Bill 135 (HB-135): In accordance with Ohio Revised Code (Section 5311.09 (A)(2) and (3): (A)

- (1) Within thirty days after a Unit Owner obtains a condominium ownership interest, the Unit Owner will provide the following information in writing to the Association through the Management Company:
  - (a) The home address, home and business mailing addresses, and the home and business telephone numbers of the unit owner and all occupants of the unit;
  - (b) The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner.
- (2) Within thirty days after a change in any information that this section requires, a unit owner will notify the Association Management Company of the change, in writing. When the Board of Directors requests, a unit owner will verify or update the information. Each unit owner will, within thirty (30) days of the recording of the amendment or within thirty (30) days of title transferring to the unit owner, provide the Association with Unit Owner and/or resident names, home and business mailing addresses, home and business telephone numbers, and the name, business address and business telephone number of any person who manages the unit as an agent of the owner. Any changes in the information will be provided in writing to the Board, through the Management Company, within thirty (30) days of said change.

## Rentals

- A. Rentals are prohibited, except for those Units that are "grandfathered" in accordance with the Declaration Paragraph 9, Subparagraph (q), as amended in 2002. Should personal circumstance require the Unit Owner to vacate the Unit, the Unit Owner should contact the Management Company to seek a special lease prohibition waiver. The Board may at its discretion grant a one-time permission to the Unit Owner to lease the unit for no less than six consecutive months or no more than two consecutive years. Unit Owners must submit a written copy of the lease agreement to the Management Company for approval.
- B. Unit owners who lease their units are responsible for making their Occupant(s)/tenant(s) aware of the Rules, and for any violations of the Declaration, Bylaws, or Rule committed by their Occupant's/tenant's families, guests, and invitees. If violations occur, a written notice will be sent to the Unit Owner and to the Occupant(s)/tenant(s) on file with the Management Company. The Unit Owner is responsible for rule enforcement assessments and all other damages, including any recourse the Unit Owner may wish to take against an Occupant/tenant who is in violation. If the Unit Owner fails to cooperate, the Board may initiate eviction proceedings against the Occupant/tenant.

## Garage and Other Public Sales

Garage, lawn, tag sales, and any publicly advertised sales are prohibited. Any sales that displays items in front of units or inside open garages are also prohibited. There are no exceptions to this rule.

## Noise and Disturbance

Noises, disturbances, or commotions that annoy other unit owners or residents are prohibited, and will not be tolerated. Inform the Management Company of violations by filing a written, signed complaint form. This form is included in the Appendix following this document, and by download from the Association website. The Management Company will inform violators of the official complaint by letter, with the expectation that the unacceptable behavior cease immediately.

## For Sale Signs

Except as otherwise provided, FOR SALE signs are prohibited without prior, written Board approval. Unit owners are permitted to place one "Open House" sign at the street entrance, one Open House sign in front of the Unit, and directional arrows at strategic points within the Condominium Property only on the day when an Open House is held. All signage must be removed upon completion of the Open House.

## Collection Policy

- A. All assessments, including maintenance fees, are due on the 1st day of the month and are considered late if not received by the 10th day of the month.
- B. An administrative late charge of \$25.00 per month will be charged for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)
- C. Payments will be applied to the Unit account in the following order:
  - a. interest owed to the Association
  - b. administrative late fees owed to the Association
  - c. collection costs and/or attorneys' fees incurred by the Association
  - d. principal amounts owed to the Association for common expenses.
- D. Any past due assessments may cause a lien, a suit for money judgment, and/or foreclosure to be filed against the Unit. Once judgment is obtained, the Association may proceed to post-judgment actions such as bank attachment and/or wage garnishment.
- E. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.
- F. If any Unit 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, Bylaws, or the Rules, the Association may, but will not be obligated to, undertake such performance or cure for such violation, and will charge and collect from said owner the entire cost and expense, including reasonable attorneys fees of such performing or cure incurred by the Association. Any such amount will be deemed to be an additional assessment and will 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.

## Grounds-Limited Common Elements Policies

- A. All changes to Unit exteriors or to Common Elements or Limited Common Elements must be submitted to the Board through a signed Request for Change form, and receive Board approval, before the changes are made. The Request for Change form is included in the Appendix following this document, and is also available for download in the **Get Help** section at [www.silvervalleycondos.org](http://www.silvervalleycondos.org).
- B. Proper maintenance of the front and rear Limited Common Elements is the responsibility of each Unit Owner.

Note: The Limited Common Elements are generally located in back and in front of the Unit, such areas being contained within the lines of an extension of the side walls (privacy walls). Beyond that distance is Common Element. The maps of the Association, filed with Summit County, should be referenced when exact Limited Common Element boundaries are in doubt.

- C. The Association will continue to trim bushes and trees, and edge in front of each Unit. Mulch is applied in alternate years to the front of all units and to the sides of end Units, as well as to the Common Elements.
- D. The Silver Valley Condo Association Snow Removal Contract states that snow will be removed from the Association streets and unit driveways after 2" of snow has fallen. Silver Valley Boulevard and Damon Drive are plowed by the City of Munroe Falls.

## Satellite Dish/Antenna Installation

To prevent unsightly and unsafe installations, the Board has asked our legal counsel to establish a set of best practices regarding the placement, installation, and maintenance of antennas and satellite dishes. These standards are explained in a separate document called **Antenna and Satellite Dish Rules**, located in the appendix following this document.

All exterior antenna and disk installations must be submitted to the Board by a Request for Change Form and Board-approved before the installation begins. To ensure that our community maintains a uniform and pleasing appearance, we ask that you apply these rules when installing an antenna, and that you ask that your broadband data provider to observe them, as well.

## Decks, Doors, and Windows Policy

- A. Care, maintenance, and repair of rear decks and front balconies is the responsibility of the unit owner.
- B. All decks and balconies are to be kept in good repair.
- C. If a unit owner fails to properly repair and maintain their deck and balcony after receiving written notification from the Management Company and/or the Board of Directors, the Association may make needed repairs, and restore or otherwise correct the unsatisfactory condition. The Board will assess all related charges of such repair or restoration to the Unit Owner.
- D. All wood rails and face boards must be stained brown. All iron rails will be painted with black gloss or semi-gloss enamel. Unit owners must use the approved colors as noted on [www.silvervalleycondos.org](http://www.silvervalleycondos.org).
- E. Unit Owners who prefer neutral or natural deck coloring may apply a clear wood finish only to the *horizontal top surface of the deck walking surface and/or steps*. The use of alternate decking materials may also be approved; alternate finishes and/or alternate decking materials require submission of a Request for Change form and prior written Board approval, and are used solely at Unit Owner expense.
- F. Installation of permanent brown vinyl or aluminum exterior patio sliding glass storm doors and storm windows is permitted with written prior approval of the Board. Installation of storm/screen doors is permitted on the front door of any Unit. Storm/screen doors must be dark brown or almond. Maintenance and insurance for storm/screen doors and windows are the responsibility of the Unit Owner.
- G. In addition to Limited Common Elements, the Declaration states that Unit Owners are also responsible for the upkeep of several elements of their Unit exteriors. These include but may not be limited to: the repair, maintenance, and replacement of garage doors, including seals; entrance doors/sidelights; windows; patio doors, and all frames, hinges, locks, latches, and hardware of such doors and windows. Any Unit Owner not in compliance will receive a notice from the Association requesting that the items in violation be addressed.

When exterior painting of doors, decks, and windows is required, unit owners are to use the approved colors listed in the **Get Help** section on [www.silvervalleycondos.org](http://www.silvervalleycondos.org). Painting or otherwise changing the exterior appearance of the building, including the windows and doors, is prohibited without the prior, written approval of the Board.

- H. Outdoor entrance door, patio door, balcony, and garage area light fixtures currently affixed to exterior walls and in good repair may remain in service. New, replacement lighting fixtures for these areas must be selected from a list of Board-approved coach light styles and sizes. (Please see illustrations of approved styles in the Appendix at the end of this document.)
- I. Other than the items listed above, as well as those items defined as Limited Common Elements, all other exterior areas are generally part of the Common Elements; the reasonable maintenance and oversight of these Common Element areas is the responsibility of the Association.



## Landscaping and Decorating Units

- A. Any alterations, modifications, additions or other changes to the grounds or to the exterior walls or roof of any Unit must receive prior written approval of the Board. Alterations that violate these rules will be removed at the Unit Owner expense.
- B. In the Limited Common Elements adjacent to each unit, Occupants may plant flowers, rose bushes, and other decorative greenery. The maintenance of these plants is the responsibility of the Unit Owner/Occupant. Fruit trees and vegetables are prohibited.
- C. Unit Owners must receive written permission from the Board of Directors to plant trees in the Limited Common area. Existing trees and shrubs that die may be replaced at Unit Owner expense, in the same area, with Board approval. Any Unit Owner wishing to plant or replace a tree, must enter into a written recorded agreement that clarifies their responsibility to trim and maintain any approved tree.
- D. Damage or defacing of trees, plants, lawns, etc. on any Common Elements is prohibited.
- E. Ornamental or decorative design or decorative painting on any exterior surface of any Unit is prohibited.
- F. Door, patio decorations, and temporary seasonal planters are permitted only during the appropriate seasons. Unit Owners and residents Occupants are expected to remove decorations at the end of the season. Affixing any light or decoration to a Unit exterior using a fastener that penetrates any exterior surface is prohibited, as are any decorations that damage or discolor Limited Common Element buildings, gutters, siding, soffits, or fascia.
- G. Inflatable decorations are prohibited.
- H. Unit Owners are prohibited from erecting or maintaining any fence or wall in the Common Elements. Small stone planting borders may be used with prior Board approval. Original, enclosed courtyards erected during the initial construction of the Association are not subject to this prohibition.
- H. Personal belongings, including lawn furniture, grills, bicycles, recreational equipment, and toys must be removed from the Common Elements and properly stored inside the garage or Unit after use, every day.
- I. Athletic equipment, such as basketball hoops, cannot be permanently installed. All portable athletic equipment must be stored inside the Unit or its garage when not in use. Leaving such items in the Common Elements overnight is prohibited.
- J. Use of gas grills or open-flame devices, including charcoal grills, is prohibited within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Report violations of this Fire Code to the local Munroe Falls Fire Department at the non-emergency phone number 330-688-7493.
- K. Storing a propane gas tank—or any other tanks containing flammable gases or liquids—next to or inside a Unit or an attached garage is prohibited. The use and storage of propane tanks must at all times comply with the Ohio Fire Code.

## Trash Collection

- A. All Units are provided weekly trash collection. Trash and recycling containers are prohibited in the Common Elements except for the following times to allow pickup: they are permitted to be placed outside no earlier than 6 p.m. the day before pickup, and must be returned during daylight hours on the day of the pickup.
- B. Place all trash inside suitably strong plastic bags or in closed, water-resistant containers. Trash collectors will not pick up loose trash that has scattered, or trash that has overflowed containers. It is each Unit Owner's responsibility to clean residual debris or trash not collected due to improper containment.
- C. Recycling is encouraged; recyclables should be placed in a separate container. Occupants who choose to recycle must do so in accordance with the terms of the recycling company in use at that time.
- D. Waste/trash removal is a service limited to the normal garbage generated by a household, plus recycling.

When garbage includes heavy items weighing more than 50 pounds, the Occupant must contact the Management Company or our contracted waste hauler one week in advance of the regularly scheduled waste pickup day to make special arrangements for the removal of these items. These items include, but are not limited to: toilets and sinks, large appliances, televisions, furniture and mattresses, and carpeting/flooring.

When Units are renovated or undergo major repairs that generate large amounts of heavy demolition waste such as flooring; plumbing (toilets/sinks/tubs and enclosures); lumber, countertops, tile/grout, lighting fixtures, doors/windows, and drywall, or other heavy construction debris, special arrangements must be made to properly and safely store and then remove such debris. The debris should be hauled away immediately or stored inside the Unit or its garage until it is removed, or placed in a suitable container for storage, such as a dumpster, until it is removed.

Prior to obtaining a dumpster, it is the responsibility of the Unit Owner to contact the Management Company, inform them of the size of the dumpster to be used and the time it will be on site, and obtain written permission, prior to its placement. All dumpsters must be placed in the Unit driveway, and may not encroach on the street, designated guest parking areas, fire lanes, or other Common Elements, or block access to the Unit man doors. Dumpster lids and openings must be closed and locked shut when unattended. Any damage caused to the Common Elements or Limited Common Elements by a dumpster or its delivery or removal will be the responsibility of the Unit Owner.

Except as provided above, Demolition debris is never to be placed loose or stored on a deck/stairway, or in a Common Element or Limited Common Element area. Unit Owners are responsible for all costs related to the removal of demolition waste, or heavy items weighing more than 50 pounds.

## Pets

- A. Occupants are permitted to have a maximum of two commonly recognized household pets in their Unit (example: one dog and one cat; or two dogs, or two cats) provided that they are not kept, bred, or maintained for any commercial purposes. Wild animals or exotic pets are prohibited.
- B. Pet owners are responsible for keeping their pets in a healthy condition. Each pet must have all legally required immunizations (i.e. rabies, etc.). The Management Company and/or the Board of Directors may require any pet owner to produce adequate proof of current immunizations.
- C. When a pet is outside its owner's Unit, it must be kept on a hand-held leash, with the owner attending the pet at all times. All pets are prohibited from roaming loose, either in the streets or in any portion of the Common Elements. For instance: if a cat is not trained to use a leash, it is not permitted to roam outside the Unit. This Rule is in accordance with City of Munroe Falls General Offenses Code Ordinance Number 505.1. and Summit County Codified Ordinance 88-360, Section 505.02.
- D. Pet owners must carry liability insurance for any pets that go outside the Unit.
- E. Pet owners are not permitted to tie, tether, or chain their pets outdoors on any Common Elements, nor may they tie, tether, or chain pets on stationary objects such as stakes, decks, balconies and patios within the Limited Common Elements, unless the owner is present and ensures that the pet is not creating a nuisance or bothering other Occupants.
- F. Pet owners are responsible for immediate removal and disposal of any pet waste. Pet owners must clean up the defecation of their pets on any portion of the Common Elements and Limited Common Elements. Pets are prohibited from urinating on plantings in front of Units.
- G. Pets are prohibited from attacking or otherwise interfering with the freedom of movement of a person or their pet on the Common Elements, chasing vehicles, or creating a disturbance in any other way.
  1. Any pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Condominium Property upon three days written notice from the Board.

Unreasonable disturbance or commotion from any pet that annoys other residents should be reported, in writing, to the Management Company; a warning letter will be sent to the offending pet owner by either postal service or email. If such unreasonable behavior continues, the Management Company and/or the Board of Directors will require the owner to permanently remove the pet from the condominium complex within three (3) days following receipt of such a warning letter. Failure to remove such pet will result in a daily assessment or appropriate legal action to have the pet removed.

## Pets (continued)

Examples of nuisance or disturbing behavior for the purposes of this rule include:

- a) Pets whose unruly behavior causes personal injury or property damage.
  - b) Pets that make noise continuously or incessantly for a period of 30 minutes, or intermittently for two hours or more to the disturbance of any person at any time of day or night.
  - c) Pets in Common Elements that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
  - d) Pets that relieve themselves on walls or floors of Common Elements.
  - e) Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
  - f) Pets that are conspicuously unclean or parasite infested.
2. Should the Board be forced to seek appropriate legal action as a remedy for these offenses, the Board will also request an award of reasonable attorney fees, court, and administrative costs. The remedies outlined in this section will not be enforced before a reasonable investigation of any such allegations has been conducted by the Management Company and/or the Board of Directors; the pet owner/unit owner/resident will be given an opportunity to respond to any such allegations.

## Parking & Parking Areas

- A. All Occupants must register their vehicles with the Management Company. A **Unit Owner Information Sheet/Vehicle Data Form** is enclosed in the Appendix following this document. An identical, editable pdf form is available in the **Get Help** section of the Association website that may be completed and mailed electronically. Please fill out the information form completely, listing all vehicles, and then return it to the Management Company. It is imperative that you notify the Management Company if your vehicle information changes, so records can be updated. Any vehicles in violation of the Declaration, Bylaws, or these Rules, may, in addition to other remedies, be towed at the owner's expense. This policy will be strictly enforced.
- B. Occupant Parking is limited to the Unit garage and the driveway of that Unit. The garage must be used as the primary parking space(s) and the driveway as the secondary parking space(s).
- C. Designated Guest parking areas may be used by the Occupant's guests on a temporary basis for a maximum of 48 hours. Extensions may be granted by the Board at its discretion, and only for verifiable hardship or good cause.
- D. Keep all garage doors closed when the garage is not in use.
- E. Parking or storage on the Common Elements, including, but not limited to, designated Guest parking spaces or upon driveways, is prohibited for any of the following:
1. trailers
  2. travel trailers
  3. snowmobiles
  4. mobile homes
  5. recreational vehicles
  6. truck campers
  7. collector's vehicles
  8. boats
  9. commercial vehicles
  10. motorcycles
  11. motorbikes or motor scooters
  12. unlicensed, expired-license or disabled vehicles for a period greater than 24 hours.
- F. Any vehicle described above in Rule E may be kept in the Unit garage, providing it fits inside the garage with the garage door closed.
- G. All portions of the streets within the Condominium Property that are not specifically designated as guest parking spaces are classified as Fire Lanes. Parking in Fire Lanes, except for emergencies, is prohibited.
- H. Vehicle repairs must be performed only inside the Unit garage. Any damage caused to the Common Elements or Limited Common Elements by a vehicle (i.e. oil leaks) are the responsibility of the Unit Owner.
- I. Service contractors or technicians conducting repairs on Condominium Property may park in the driveway of the Unit being serviced, or in a designated Guest Parking space, as needed.

- J. Parking on Damon Drive and Silver Valley Boulevard is regulated by City of Munroe Falls ordinance. Overnight parking on Silver Valley Condominium streets is prohibited.
- K. The Board has the authority, in addition to all other available remedies, to levy enforcement assessments and/or tow vehicles that violate any of the above parking rules or regulations. All expenses of towing and storage, plus any related costs will be billed to the Unit Owner.

## **Purpose and Procedure for Enforcement Assessments**

- A. Fines exist solely to discourage unit owners and residents from violating the Silver Valley Declaration, By-Laws, and Rules.
- B. The Board of Directors has the right to impose fines for all violations, and seek legal action or other appropriate remedies, if needed.
- C. Prior to imposing a charge for damages or a fine, the Board of Directors will give the unit owner written notice that includes all of the following:
  - 1. A description of the property damage or violation.
  - 2. A date by which all related repairs must be completed to avoid further penalties.
  - 3. The exact dollar amount of any penalty to be imposed for noncompliance.
  - 4. A statement informing the unit owner of his/her right to a hearing before the Board of Directors to contest the proposed charge or assessment.
  - 5. A written statement informing the unit owner how to request a hearing.
- D. An owner may submit a written request for a hearing about a fine to the Management Company by postal delivery or email no later than the 10th day after receiving the required notice. A Request for Hearing Form is available for download from [www.silvervalleycondos.org](http://www.silvervalleycondos.org). A printed copy is also included in the Appendix following this document.

If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment. If a unit owner requests a hearing at least seven (7) days prior to the hearing a Board meeting, the Management Company will provide the unit owner with a written notice that includes the date, time, and location of the meeting. The Management Company will not levy a charge or penalty before holding a requested hearing.
- E. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

## Appendices

Items in this section include various forms and detailed instructions. Digital copies of these documents are available at the Association website: [www.silvervalleycondos.org](http://www.silvervalleycondos.org).

### **Unit Owner and Vehicle Information Form**

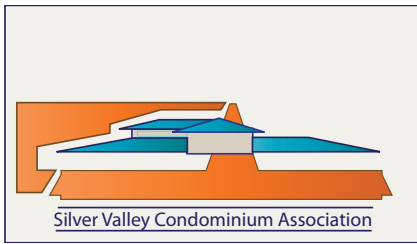
#### **Request for Change (4 pages)**

#### **Complaint Form**

#### **Satellite Dish/Antenna Installation Rules and Regulations**

#### **Request for Hearing**

#### **Recommended Exterior Lighting Fixtures**



## Silver Valley Condominium Association Unit Owner Information Sheet

When complete, click the email address below to open an email to:  
[renee@apmoh.com](mailto:renee@apmoh.com) and attach the completed pdf before sending.

### Owner Information

Your condo unit street address\_\_

Unit owner name \_\_

Other/joint unit owner name\_\_

Best phone to call \_\_  other phone

Unit owner email address \_\_

Emergency contact complete name\_\_

Emergency contact phone #\_\_

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### Vehicle Information

Passenger **vehicle #1** make and model\_\_  color

Passenger **vehicle #1** license number \_\_  state\_\_

Passenger **vehicle #2** make and model \_\_  color

Passenger **vehicle #2** license number \_\_  state\_\_

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### Resident Information (required only if current resident is **not** the unit owner)

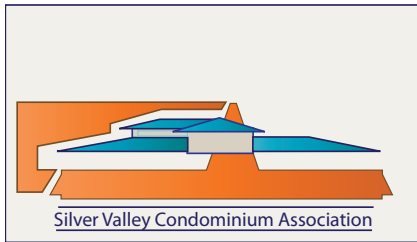
Resident(s) name\_\_

Resident(s) phone (home)\_\_  (cell)\_\_

Signed (Unit owner type name here)\_\_

Date (dd/mm/yyyy)\_\_





# Request for Change Form

page 1 of 4

## Owner Contact Information

date requested \_\_\_\_\_ date received \_\_\_\_\_

unit owner name \_\_\_\_\_

address \_\_\_\_\_

phone home \_\_\_\_\_ phone work/cell \_\_\_\_\_

## Type of change proposed

- landscaping
- door window addition/change
- other \_\_\_\_\_

The management company has brochures and general information available about common projects like landscaping, window and door replacement, and mulching. They will be happy to provide general information that includes guidelines for accepted practice.

Each request should be accompanied by the following, as needed (use the second sheet):

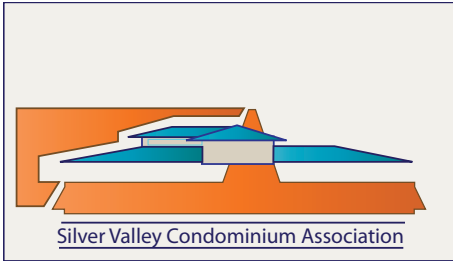
- a complete description of the proposed change
- a signed exterior modification agreement with the contractor
- a scale drawing showing relationship to your unit
- all specifications, including:
  - plan overview with dimensions
  - materials to be used
  - colors of materials (include product brochure where possible)
- estimated time to complete

Please complete this form and return it to the management company before making any exterior modifications to your unit. All changes are subject to board review and approval. You will be informed of the board decision.

Please ensure that all work can be completed within the estimated time frame, and that your project maintains safe and uncluttered access for all neighboring units as the alteration process is completed.

Exterior Modifications should not be started without board approval.

Return completed forms to:  
**Associated Property Management LLC**  
**5090 Park Ave W**  
**Seville, OH 44273**



# Request for Change Form

page 2 of 4

## Project description

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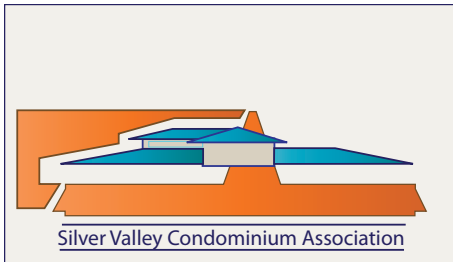
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## Scale Drawing

Please add a scale drawing that shows the location of the external alterations relative to your unit. Include all plans, dimension, materials to be used, colors, etc. Attach a separate drawing with description, if needed.

contractor name (if applicable) \_\_\_\_\_  
contractor address \_\_\_\_\_  
contractor phone/mobile \_\_\_\_\_



# Request for Change Form

page 3 of 4

## Estimated time to complete project following board approval

Approximate start date: \_\_\_\_\_

Approximate finish date \_\_\_\_\_

## Board Comment, Specifications, Qualifications

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**Approved** \_\_\_\_\_

**Date** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Date** \_\_\_\_\_

Exterior Modifications should not be started without board approval.

Return completed forms to:  
**Associated Property Management LLC**  
5090 Park Ave W  
Seville, OH 44273



# Request for Change Form

## Exterior Modification Agreement

In witness whereof, we \_\_\_\_\_ Unit owners of \_\_\_\_\_, Munroe Falls, Ohio, agree to be solely responsible for the installation, maintenance, upkeep, and repair of the requested project. Further, we hold harmless and indemnify the Silver Valley Condominium Association from any liability, loss, or damage arising from the installation and continued existence of said project, namely (brief description of project):

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It is understood that all costs for this project are our responsibility. We agree that all modifications must be performed in accordance with all good trade practices, and that it is our responsibility to ensure that the project is structurally sound, approved by local building inspectors, and safely constructed in accordance with all local building code standards.

If the project is ever removed, the exterior of the Unit will be returned to its original constructed condition and appearance, by board-approved trade professionals. All restoration to its original state to be completed at Unit owner expense.

We agree to be responsible for any deleterious consequences to neighboring units or common areas attributable to the proposed alterations. We agree to notify the Management Company, in writing by registered mail, within 14 days if any claim is made against us that is related to this exterior modification.

We understand that all responsibility for this project is ours, and that this responsibility passes to future unit owners. We also agree to provide a copy of this agreement to the future owner and inform said owner(s) of their responsibility, as stated above.

Owner Name (please print) \_\_\_\_\_

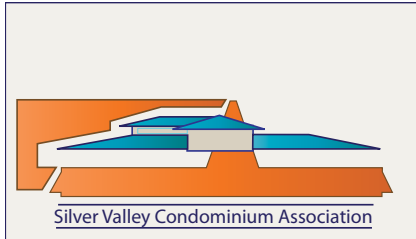
Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

(Other) Owner Name (please print) \_\_\_\_\_

(Other) Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Exterior Modifications should not be started without board approval.

Return completed forms to:  
**Associated Property Management LLC**  
**5090 Park Ave W**  
**Seville, OH 44273**



# Owner Complaint Form

Your printed name \_\_\_\_\_

Your signature \_\_\_\_\_

Date \_\_\_\_\_

Complainant must complete and sign this form and send it to the Management Company.

**Type of violation or disturbance** (e.g. pets, noise, parking, inappropriate behavior, etc.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Location of offense:** \_\_\_\_\_

**Number of occurrences:** \_\_\_\_\_

**Date(s) of violation(s):** \_\_\_\_\_ **Time(s) of violation(s):** \_\_\_\_\_

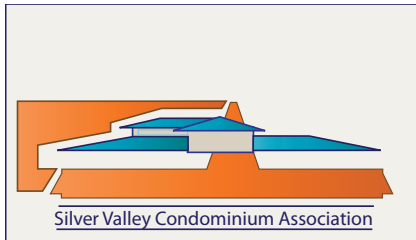
**Name of offender(s), if known:** \_\_\_\_\_

**Details:** Please be specific

(continue on back of page if necessary)

Received by Association Manager \_\_\_\_\_ Date \_\_\_\_\_

**Disposition:**



# Satellite Dish/ Antenna Installation Rules and Regulations

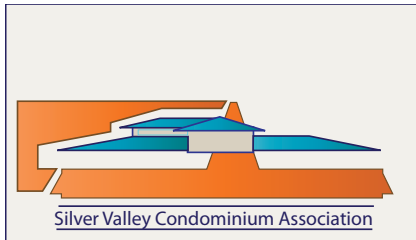
page 1 of 2

**1) Acceptable Satellite Dishes:** One direct broadcast satellite (“DBS”) and one multipoint distribution service antenna (“MDS”), one meter (approximately 39”) in diameter or less, plus one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as “dish(es)”), per unit, are permitted. Additional dishes may not be installed unless the owner establishes a specific need for such dishes that is acceptable to the Board. Dishes will be no larger, nor will they be installed any higher than is absolutely necessary for reception of an acceptable quality signal.

**2) Location of Installation:** All dishes should be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install dishes outdoors, the dish must be installed to reduce its visibility from the street and from neighboring Units. If an acceptable quality signal cannot be received in a location that is not visible from the street, the dish will be installed in a location that provides a reasonable compromise between acceptable signal quality and maximum concealment from both the street and neighboring Units.

## **3) Installation of Satellite Dishes**

- a. All dishes must be installed in compliance with local building and safety codes, according to manufacturer instructions.
- b. All installations should strive for pleasing aesthetics. All exposed wiring on the exterior of the Unit should be minimized. All external wiring must be routed to reduce visibility and should be secured only with fasteners that will not puncture or otherwise damage any part of the unit exterior. Running wires through gutters and downspouts is prohibited. Using trees, bushes, retaining walls, or other Common Element features to support cables above ground is prohibited. All ground level wiring must be buried responsibly in areas that will not interfere with other utilities, and should take the shortest feasible route between the unit exterior and the utility junction box, where applicable. All areas disturbed by digging must be restored to their original condition. No dish will bear or display any visible logos or advertising. They should not be altered, and should maintain their original color, finish, and overall condition.
- c. All utility employees and contracted installers must maintain general liability insurance, including completed operations, of at least \$1,000,000.00, and Workers’ Compensation coverage.



# Satellite Dish/ Antenna Installation Rules and Regulations

page 2 of 2

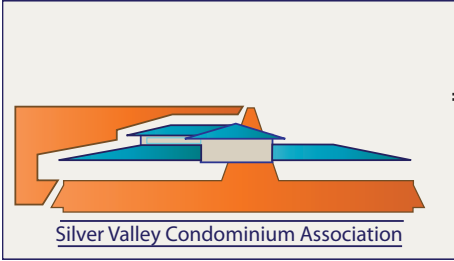
## 4. Maintenance

- a. Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move or remove dishes or any related materials, including screening materials, structures, or other items associated or appurtenant to the dishes. Dish owners are also wholly responsible for the repair of all damage to any portion of the condominium property (including, but not limited to, all Common Elements and Limited Common Elements) caused by the installation, maintenance, or removal of dishes (including without limitation excessive wear and tear to any portion of the property as solely determined by the Board). Dish owners must also pay any medical expenses or other damages or losses for any personal injuries caused by installation, maintenance (or lack thereof), or removal of the dishes.
- b. Unit Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit Owner's expense after 72 hours, or at anytime if the detachment threatens the safety of persons or property.

**5. Notification and Waiver:** A Request for Change Form that includes a drawing of the proposed dish installation location, height, and screening materials must be submitted to the Board for their approval prior to any installation.

**6. Severability:** If any of the foregoing guidelines and rules or provisions are declared void, such provision will be deemed severed from these guidelines and rules, which will otherwise remain in full force and effect.

**NOTE:** The above guidelines are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a satellite dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify, or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all residents.



# Request for Hearing

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All unit owners are entitled to a Board hearing to contest a Board decision or a notice of a pending enforcement assessment. To request a hearing, this completed form must be received within ten (10) days of your receipt of the accompanying violation notice, or the Board may proceed with the enforcement assessment.

Requests for a hearing must be submitted in writing, and signed by the person(s) named as owner(s) in the accompanying correspondence. Unless written notice is received by the Board within ten (10) days, the unit owner waives the right to a hearing, and the Board may proceed with the enforcement assessment.

Return completed form to:  
**Associated Property Management LLC**  
**5090 Park Ave W**  
**Seville, OH 44273**

I, \_\_\_\_\_, request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – if more than one

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Current Address



# Exterior Lighting

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All lighting changes/replacements should be submitted for Board approval in a Request for Change Form. Lowes and Home Depot examples are mentioned purely for the convenience of unit owners. Similar lights that conform to the color and style requirements illustrated here may also be considered and approved.

**Approved lighting styles for  
exterior light replacement  
Silver Valley  
Condominium Association**

**Approved colors:  
black  
bronze  
black**

all are available at  
Lowes or Home Depot

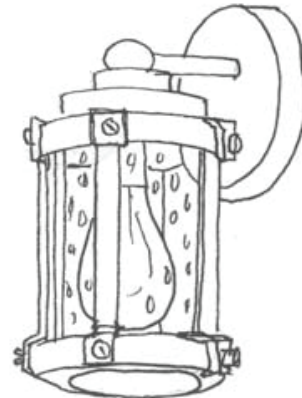
**9.75" in tall  
7.63" wide  
4.5" deep**



**16.5" in tall  
8.5" wide**



**10.0" in tall  
5.75" wide  
6.75" deep**



**16.5" in tall  
5.75" wide  
6.75" deep**



**6.75" in tall  
6.0" wide  
6.75" deep**

