



**KENWOOD GREENE  
RULES  
AND  
REGULATIONS**

**January 31, 2020**

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## 1. Introduction

- 1.1. In accordance with the provisions of the Kenwood Greene Condominiums Declaration, this document, The Rules and Regulations is provided to define those rules by which the residents of Kenwood Greene conduct themselves and treat the private and common property so that all may live in harmony.
- 1.2. The Rules and Regulations are established under the authority of the Board of Managers and may be periodically changed by the Board of Managers. Changes will be published in writing by sending a copy of the revised document to each owner. All changes will be effective seven (7) days after publication.
- 1.3. Because the Rules & Regulations are authorized by the Declaration which has the force of law, having been written in accordance with the provisions of O. R. C. 5311, these Rules & Regulations also have the force of law. All fines and penalties issued as a result of violations of these Rules & Regulations become legal debts of those fined. Legal action taken will be supported by the courts following court procedures and may result in increased fines or penalties up to and including foreclosure for non-payment and certain other violations.
- 1.4. Kenwood Greene has chosen to procure the services of a Managing Agent, also known as the Property Manager, The Managing Agent is a professional agency hired by the Board of Managers to supervise contractors and maintenance workers, execute the Rules and Regulations, keep the books, and provide expert advice to the Board of Managers with respect to the operation of Kenwood Greene. The Managing Agent is the primary point of contact for all owners and the Condominium management.

## 2. Scope and applicability

- 2.1. The Rules and Regulations are an amplification and clarification of the provisions of the Declaration. The Rules and Regulations have been written to create a better understanding of the provisions of the Declaration and, as such, are a partial list of permitted and prohibited activities by owners. As circumstances warrant, the Rules & Regulations will be edited, compressed, and expanded by action of the Board of Managers.
- 2.2. Adherence to the Rules & Regulations is a requirement of each owner, his guests, tenants, and others welcomed to Kenwood Greene by an owner. The owner is responsible for the conduct of these people and is liable for all penalties incurred by them.

2.3. Tenants are required to indicate their understanding and willingness to comply with the Rules & Regulations by signing an attestation to that effect as a part of the lease agreement. Failure to live up to that agreement may result in termination of the lease and eviction from the unit.

### 3. Rules and Regulations

#### 3.1. Effective Date:

3.1.1. The Rules and Regulations contained herein are effective as of the date shown at the bottom of each page. Anyone who is in doubt as to whether the Rules & Regulations are current may contact the property manager for verification.

#### 3.2. Vehicles and Parking

3.2.1. The parking of tow trucks, trailers, campers, boats, vehicles with more than two (2) axels, motorcycles, mopeds, motorized bicycles and other similar vehicles is prohibited in the parking lots and other portions of the common areas.

3.2.2. Commercial vehicles that are not already described in section 3.2.1 must receive written board approval before being parked on the property for longer than eight (8) continuous hours.

3.2.3. Unlicensed vehicles may not be operated on the property.

3.2.4. No inoperative vehicle or vehicle without current vehicle registration documentation (license plates with current sticker) may be parked anywhere on the property for more than forty-eight (48) hours.

3.2.5. Stored or abandoned vehicles are not permitted on the property. These vehicles shall be towed off the property in accordance with Section 3.2.19. The following vehicles shall be deemed stored or abandoned:

3.2.5.1. Any vehicle that is in a state of disrepair rendering it incapable of being driven in the condition, or which threatens the safety of the residents of any unit;

3.2.5.2. Any vehicle that has not been used or moved for at least 14 consecutive days. Residents who will be away for more than 14 consecutive days should notify the Managing Agent of the dates and that the vehicle will be parked on the property during that time; or

3.2.5.3. Any vehicle for which the acts of the owner and/or the condition of the vehicle are clearly indicative of storage or abandonment.

- 3.2.6. Parking is not allowed along the main entry driveway off Montgomery Road. This is a fire lane and parking in this area endangers life and property. Vehicles parked in this area are subject to immediate towing without notice.
- 3.2.7. Washing of cars in the common areas is prohibited.
- 3.2.8. No repairs or services to any vehicle, including without limitation, oil and antifreeze changes, shall be permitted. Emergency service, such as tire and battery repairs is permitted.
- 3.2.9. A maximum of two (2) vehicles per unit are allowed to be parked within any courtyard area. The parallel spaces at the ends of the buildings are considered to be part of the respective courtyard's parking areas. Additional vehicles are to be parked in the extra spaces at the pool and adjacent to the dumpster in Courtyard D. We have permission to use the parking lot (adjacent to the pool) of the office building located on the corner of Montgomery Road at the entry of Kenwood Greene during the evening hours, for additional vehicles. Vehicles left in this parking lot during the day hours are subject to being towed without notice.
- 3.2.10. The Association periodically provides permits, one to the owner of each unit, to be used when parking in spaces marked Reserved. Permits must be clearly visible with the number showing to the outside of the vehicle and properly affixed or hung from the inside rear view mirror. Lost, damaged or stolen permits must be replaced before a vehicle can be parked in a reserved space, and the unit owner must pay a \$50.00 replacement cost for each lost or stolen permit. In the event that a hanger is broken, the permit must be placed on the dashboard of the vehicle with the number showing to the outside. Broken hangers must be replaced within seven (7) days. Damaged permits may be replaced free of charge with a written request and return of broken or damaged permit. Failure to return the permit shall result in the owner paying for the replacement of such.
- 3.2.10.1. Reserved spaces are not assigned to any particular unit. They are on a first come, first serve basis. **FAILURE TO DISPLAY THE PERMIT MAY RESULT IN THE VEHICLE BEING STICKERED WITH A WARNING NOTICE AND TOWED WITH ALL EXPENSES BEING BORNE BY THE UNIT OWNER OR RESIDENT ASSOCIATED WITH THE VEHICLE.**

- 3.2.11. No vehicle shall be parked so as to interfere or obstruct passage of other vehicles on the property, including the entering and exiting areas. Vans, trucks and other vehicles that obstruct view are prohibited from being parked in the first space on each side of the courtyard. This is to allow for clear vision for cars that are entering and leaving the courtyards.
- 3.2.12. All vehicles parked on the property must be maintained in good appearance and repair. Vehicles must be maintained in good operating condition as set forth in the Ohio Revised Code. Vehicles must not be allowed to leave excessive mud, grease, or other deposits when parked on the property.
- 3.2.13. The parking of any vehicle by backing into the spaces in front of any unit or at the pool is prohibited.
- 3.2.14. The Association shall repair damage to the common areas caused by any vehicle. The unit owner associated with the vehicle shall be responsible for all costs involved in the repair of the damage. This shall be in addition to any applicable warnings or fines.
- 3.2.15. The Association assumes no liability for damage to any vehicles caused by snow plowing or the acts of any independent contractors.
- 3.2.16. No vehicle may be parked in any area except that which is a designated parking space.
- 3.2.17. Any vehicle that is equipped with a security alarm must be properly maintained so as not to cause "false alarms" or unwarranted repeat alarms that disturbs residents.
- 3.2.18. All drivers must observe the posted speed limit on the main entry drive and courtyard areas. Drivers must use extreme caution and watch for children in the courtyard areas.
- 3.2.19. Notwithstanding, or in addition to, the Enforcement procedures set forth in section 4.2, the Managing Agent and/or The Board of Managers may authorize the towing of any vehicle in violation of any rule or regulation herein governing permitted vehicles or parking, after giving twenty-four (24) hours' notice (to be posted on the driver's side window). The owner of any towed vehicle is responsible for any towing and storage charges. Information on towed vehicles

can be obtained from the Managing Agent or from the Hamilton County Sheriff's Office.

### 3.3. Pets:

- 3.3.1. No animals, other than dogs, cats or other animals reasonably considered to be household pets shall be raised or kept anywhere on the property. Because of the nature of cats, the following rules, except where noted, do not apply to cats unless a pet cat becomes a nuisance to other residents.
- 3.3.2. No pet may be allowed to leave the interior of a unit unless on a leash and accompanied by its owner. If a pet exceeds ten (10) pounds in weight, the accompanying owner must be over fourteen (14) years of age.
- 3.3.3. No pet may be left unattended in any common area or limited common area.
- 3.3.4. Dog walking is to be conducted on the backside of the berm.
- 3.3.5. Pets shall be maintained in a clean, safe, and quiet manner. Owners are responsible for removing any waste created by their pets by means of a pooper-scooper or other appropriate measures.
  - 3.3.5.1. Unit owners where dogs reside are required to register each dog with the property manager within 10 days of acquiring the dog. This registration entails taking a saliva sample for DNA typing. The cost of this registration will be borne by the unit owner.
  - 3.3.5.2. Samples of any stools found in common areas (including limited common areas) will be obtained and sent for comparison with the registered DNA samples. When a match is found, the unit owner will be considered in violation of these Rules and Regulations and will be required to pay the costs to process and make the comparison plus any fine issued pursuant to these Rules and regulations.
- 3.3.6. To the extent required by law, all pets must be licensed by Hamilton County and/or any other governing bodies having jurisdiction over Kenwood Greene and appropriate vaccinations must be kept current.
- 3.3.7. Only one dog, cat or other household pet, which is allowed access to any common area or limited common area, may be kept in a unit.

- 3.3.8. No food or water or food dishes for pets including cats shall be permitted outside of a unit. The feeding of stray animals by any means is prohibited.
- 3.3.9. No pet, including a cat, may be kept, bred or maintained for any commercial purpose within any unit.
- 3.3.10. Notwithstanding any other Rule or Regulation, any pet creating a threat, nuisance or disturbance to any other person, or that causes damage to any common area or property of another resident is subject to being permanently removed from the property upon a seven (7) day written notice from the Managing Agent or Board of Managers to the unit owner.
- 3.3.11. No dog house or other structure used or intended for the housing or keeping of animals may be constructed, placed, or maintained on any part of the common areas or limited common areas.
- 3.3.12. Unit owners shall be held legally and/or financially responsible for any damage to the common areas or limited common areas caused by any pet including a cat kept within their unit. A unit owner may be held responsible for any violation of these rules attributed to a pet owned by a guest.

#### 3.4. Swimming Pool:

- 3.4.1. Pool hours are 10:00 a.m. to 9:00 p.m. daily, weather and pool conditions permitting.
- 3.4.2. No toddler wearing a disposable diaper is allowed in the water unless the toddler is also wearing protective plastic pants.
- 3.4.3. No Smoking at the pool or surrounding areas.
- 3.4.4. Trash must be disposed of in the containers provided in the pool area.
- 3.4.5. Absolutely no running, rough play or pushing is permitted in the pool area.
- 3.4.6. No abusive or profane language or breach of peace will be tolerated at any time. No radios or televisions are permitted.



- 3.4.7. No ball playing (with the exception of beach balls) or rafts are permitted in the pool area. Water toys and group games are permitted only when they do not interfere with another person's swimming rights or use and enjoyment of the pool area.
- 3.4.8. No one is permitted to dive into the pool.
- 3.4.9. No one is permitted to swim alone.
- 3.4.10. Proper conduct and consideration for others using the pool facilities must be observed at all times.
- 3.4.11. The cost of any vandalism or other property damage will be charged to the owner associated with the damage.
- 3.4.12. The Association reserves the right to restrict the number of guests at the pool during crowded times.
- 3.4.13. Absolutely no pets: dogs, cats, or other animals are permitted in the pool area at any time for any reason.
- 3.4.14. Glass containers are not permitted in the pool area. All beverage containers must be plastic, paper, or aluminum cans.
- 3.4.15. No person under fourteen (14) years of age may enter the pool area without an adult in attendance who is responsible for the person's behavior and safety.
- 3.4.16. Owners and residents of Kenwood Greene will in all cases be responsible for the conduct of their guests. Guests must be accompanied at all times by an owner or resident.
- 3.4.17. No furniture provided for the pool area may be removed from the pool area.
- 3.4.18. Proper swim attire is required. Cutoffs are not considered proper swim attire.
- 3.4.19. Violators are subject to being barred from the use of the pool for the season in addition to being subject to other fines and/or penalties prescribed by these rules and regulations. **SUBJECT TO THE RULES AND REGULATIONS SET FORTH**

HEREIN, THE POOL AREA IS FOR THE EXCLUSIVE USE OF UNIT OWNERS AND RESIDENTS OF KENWOOD GREENE. Only Unit Owners or residents are permitted to have a key to the pool gate. Violations will not be tolerated and will be treated seriously. Contact the Managing Agent if you have lost your pool key. There will be a charge of \$50.00 for a replacement key.

3.4.20. SWIM AT YOUR OWN RISK – NO LIFEGUARDS ARE PROVIDED

3.5. Occupancy and Use

- 3.5.1. No more than six (6) persons may occupy any three bedroom (Type A and A-1) unit as a residence at any one time nor more than eight (8) persons may occupy any four bedroom (Type B and B-1) unit as a residence at any one time, and no more than three (3) unrelated persons may occupy any unit of residence at any one time, unless the board grants express written permission for an exception to such requirements.
- 3.5.2. No unit shall be used for transient or hotel purposed, which shall be defined as (1) rental for any period less than thirty (30) days, or (2) any rental if the occupants of the units are provided customary hotel service such as room service for food and beverage, maid service, and/or furnishing of laundry and linen.
- 3.5.3. All toys, recreation equipment, bicycles and similar items must be removed from the common areas by sunset and stored neatly on the patio area. Bicycles and toys left unattended in the common areas are subject to being impounded and a fee of \$5.00 will be charged to the owner when the bicycle or toy is claimed. Bicycles and toys that are not claimed within ninety (90) days may be donated to a charitable organization.
- 3.5.4. Owners or residents are responsible for their actions and for the actions of their children, guests, and invitees. Any common property (including sod) damaged by the neglect, vandalism or abuse of any owner, child of an owner, resident, or guest or invitee shall be at the expense of the responsible unit owner.
- 3.5.5. Any games or other activities that create a nuisance, a breach of the peace, damage to any common area, limited common area or to another resident's property are prohibited.

- 3.5.6. Skateboards, hand scooters, roller skates, bicycles and other wheeled toys may not be used on the sidewalks. They are a hazard to walkers and often run off the sidewalks and damage the landscaping. These toys may be used in the parking areas with caution and appropriate supervision.
- 3.5.7. Unit owners or residents shall not cause or permit any curtains, shades, or other window covering to be hung in front of any window that will show any color on the outside other than white or beige tones. Bed sheets, tablecloths, blankets, towels, flags and other similar items are not to be hung in front of any window. Plastic weather proofing must be applied in a neat manner and kept in a tight condition (no sags or wrinkles).
- 3.5.8. Unit owners or residents shall not cause or permit anything to be hung or displayed to the outside of windows or placed on the outside walls of any building without the prior written approval of the board managers.
- 3.5.9. Unit owners or residents shall not cause or permit anything to be planted in the common areas without prior written approval of the Board of Managers. Unit owners or residents are encouraged to contribute to the landscaping of the community, but they must get prior written approval of the Board so that architectural continuity is maintained.
- 3.5.10. Unit owners or residents are permitted to place only one seasonal planter on each side of their door. Unit owners or residents are permitted to place a door hanging on the front of their units. These planters and door hangings should be placed and installed in such a manner as to not damage the doors or buildings. The unit owners residents are financially responsible for any damage to their front doors. Planters and door hangings must be properly maintained. Notwithstanding any other Rule or Regulation herein, the Board of Managers reserves the right to remove any planter or door hanging that is not properly maintained or that is not in keeping with the architectural continuity of the community upon a seven (7) day notice to the owner of the unit with the opportunity to be heard at a scheduled Board meeting.
- 3.5.11. The operation of any open flame cooking device or charcoal burning device is restricted by the Ohio Fire Code. The owner of any structure where such equipment is used is responsible for insuring that the requirements of the Ohio Fire Code are followed. As each unit owner is a partial owner of Kenwood Greene, any damage caused by use of these devices is the responsibility of the owner.

- 3.5.12. Laundry or other articles of clothing are prohibited from being hung or exposed on the patio area or any portion of the common area.
- 3.5.13. No noxious or offensive activity shall be carried on in any unit or in the common areas or limited common areas. No activity or use, which may be or become an annoyance or nuisance to another owner or resident, or which created an unreasonable interference with the use and enjoyment of another's unit is permitted.
- 3.5.13.1. Quiet times are from 10:00 PM until 7:00 AM. During this time no noise is permitted that can be heard within any unit.
- 3.5.13.2. Contractors doing work in units are required to begin each day's work not earlier than 8:00 AM and complete each day's work not later than 7:30 PM .
- 3.5.14. Lounging and sunbathing is permitted only on patios, in the pool area and in the grassy areas between courtyards.
- 3.5.15. Patios are not private property but rather a limited common area. As such they are available for use only by the resident of the unit to which they are attached. However, the use of the patio is restricted to the following conditions:
- 3.5.15.1. Patios must be kept neat and clean. The patio may not be used as storage space for items that are not normally found on patios.
- 3.5.15.2. Rubbish, debris, construction materials, and other unsightly materials will not be permitted on the patios.
- 3.5.15.3. No structure may be attached to the wall, fence, or floor of any patio. Nor shall any structure exceed the height of the patio fence.
- 3.5.15.4. One free-standing storage container may be placed on the patio floor that does not extend in height above the top of the patio fence. The container must be kept in proper condition.

- 3.5.15.5. Decorations and flowers may be kept in pots on the patio and may be hung in a temporary manner from the fence so long as that hanging does not damage the fence. Pots for this use must be less than 3 gallons in size and utility buckets may not be used for this purpose.
- 3.5.15.6. Furniture placed on patios must be designed for outdoor use and, except for an umbrella, may not exceed a height taller than the top of the fence.
- 3.5.15.7. Outdoor toys may be stored on patios so long as that storage is neatly done.
- 3.5.15.8. There must be a path easily walked from the patio door to the opening at the back of the patio that is kept clear at all times.
- 3.5.15.9. Patio gates are equipped with a latch with a slide lock that may be used to keep others from easy access to the patio. However, no other locking device or method may be used to secure the patio gate.
- 3.5.15.10. Patio fences will be maintained by Kenwood Greene. However any patio gate will be maintained at the expense of the unit owner.
- 3.5.16. All garbage must be placed in tied plastic bags and deposited inside the dumpsters. Children that are too small to lift the bags into the dumpsters should not be allowed to take out garbage. Garbage that is not properly placed into the dumpsters will be investigated for proof of ownership and the owner will be subject to fines and costs. Trash that will not fit into the dumpsters should be hauled away by an independent trash hauling service hired by the owner.
- 3.5.17. The breezeways at the north and south of each courtyard are noisy places. Children playing in these spaces disturb the nearby neighbors. Accordingly, congregating and playing in the breezeways is prohibited.

### 3.6. Other Rules and Regulations

- 3.6.1. Signs are not permitted at Kenwood Greene unless they receive prior written approval of the Board of Managers. "For Sale" signs have been approved by the Board, to be a maximum size of 24" x 24", and placed perpendicular to the unit that is for sale in the landscaped area closest to the unit.

- 3.6.2. Only one “For Sale” sign is allowed per unit at any one time. “Open House” signs have been approved by the Board, to be of a maximum size of 24”x24”, and placed on the Montgomery Road entrance to Kenwood Greene, and placed only on the day of the open house.
- 3.6.3. Solicitation is not permitted.
- 3.6.4. All unit owners who do not live at Kenwood Greene are responsible to provide the Managing Agent with a current mailing address. All unit owners shall also be responsible for providing all occupants and resident of their unit with a current copy of these Rules and Regulations. When notice is required under the Rules and Regulation to be sent to a nonresident owner, notice shall be deemed sufficient when sent to the current mailing address on file with the Managing Agent.

### 3.7. Rental Procedures

- 3.7.1. Kenwood Greene has adopted a Rental Procedure, which every owner renting out a unit must follow. The purpose of the rental procedure is:
  - 3.7.1.1. To require that landlord owners properly screen renters;
  - 3.7.1.2. To use a lease, having a minimum term of 1 year, which clearly shows the tenants their responsibilities to the condominium community and the rental owner;
  - 3.7.1.3. To have on file all renters’ names, telephone number and a copy of the lease.
- 3.7.2. The rental procedures are as follows. Failure to comply with these procedures may result in voiding of the lease and immediate eviction of the tenant.
  - 3.7.2.1. Every rental owner must provide to the association, by mailing such proof to the management office prior to the signing of the lease, copies of the rental application, a credit check, a rental background check, and a criminal background check run on each renter. Kenwood Greene recommends the use the services of Rental Research at (513) 826-4381 for this purpose. After receipt of these documents Kenwood Greene will return to the rental owner an approval or disapproval notice for the

application. Rental owners are not permitted to lease the unit without the approval notice

3.7.2.2. A copy of the lease, all the resident's names, telephone number and a description of their vehicles must be submitted to the management office prior to the renter moving in.

3.7.2.3. Rental Owners are required to include in any lease, the following clause: "Tenants agree to abide by the Rules and Regulations of Kenwood Greene Condominium Owners Association. Tenants understand that any breach of the Condominium Rules and Regulations is a breach of this lease, and will result in issuance of a fine to the unit owner, termination of swimming pool and other common area use privileges, and/or eviction."

3.7.3. Procedure to comply with FHA rental limitation rules.

3.7.3.1. The Declaration, article 4.1.3, has been amended to add a limitation to the maximum number of rental units at any one time. The Declaration provides that when 50% of the units are under lease or rented no other units may be leased or rented until the total number of such units falls below the 50% mark. There are hardship exceptions to this rule which may be exercised at the discretion of the Board of Managers.

3.7.3.2. An owner with a unit under lease at the effective date of the amendment to the Declaration may continue to lease the unit. Upon conveyance, such unit falls under the rules described in paragraph 3.7.2.6 below.

3.7.3.3. A purchaser of any unit or an owner of a unit that has not previously been under lease must obtain from the Board of Managers written clearance to rent or lease the unit to insure that violation of this rule does not occur. An owner who executes a lease without obtaining such clearance risks having the lease declared invalid and the tenant evicted. Additionally, the owner is subject to fines as provided.

3.7.4. Lease-purchase agreements, rent-to-own agreements, land contracts, and other arrangements between owners and renters that result in the ownership changing hands at termination are all rental agreements between an owner and his renter. As such they are subject to all the rental procedures as specified in paragraphs 3.6.5, 3.6.6, and 3.6.7 above.

### 3.8. Responsibility for maintenance and damage repairs:

- 3.8.1. The ownership of each unit stems from the governing documents for Kenwood Greene. The unit consists of the space enclosed by the floor, the ceiling on the second floor, and the back side of the paint on the outside walls of the unit. All outside doors and windows are the responsibility of the unit owner and lighting fixtures, mailboxes, and other items mounted to the outside walls of each unit are the property and responsibility of the owner of the unit. Damage remediation and repair, when necessary, is generally defined by the various insurance companies for those involved. While Kenwood Greene maintains insurance to cover its costs of repair and liability, this does not cover costs of unit owners and tenants in many cases. It is strongly recommended that all owners and tenants maintain their own insurance policies to cover liability and casualty losses.
- 3.8.2. In the event of water damage due to a water overflow or break in a neighboring unit, the restoration is normally done at the expense of the owner of the unit where the break occurred. The insurance companies for each unit will negotiate a determination of damages and responsibility to pay for remediation.
- 3.8.3. In the event of a sanitary sewer backup, the fault is usually not able to be determined. Kenwood Greene will remediate the actual backup at its expense where the responsible unit cannot be determined, but damage inside any unit is the responsibility of each unit owner. Kenwood Greene will not provide any remediation or repair to the private property of any owner in this case.
- 3.8.4. In the event of a fire, responsibility for damage and repair is generally a complex process that is determined by the combined efforts of the insurance companies of all involved.
- 3.8.5. Roof leaks and other structural damage is generally the responsibility of Kenwood Green to maintain and repair as needed. In most cases, damage to the private property of individual owners resulting from structural defects is at least partially the responsibility of Kenwood Greene, but the actual determination of responsibility must be made at the time of the occurrence. Kenwood Greene is not responsible for damage caused by interior remodeling of any unit and is generally not responsible for any painting required regardless of the cause. The unit owner, not Kenwood Greene, is responsible for structural damage caused by poor maintenance or internal water leaks.



### 3.9. Front doors

- 3.9.1. Owners are required to maintain their front doors in a well-painted manner and correctly functioning.
- 3.9.2. Door seals are to be of the replaceable hidden type.
- 3.9.3. Only approved paint colors may be used. These colors are to be the exact match to Sherwin Williams 7583 (red), 6468 (green), or 7076 (gray). They will be gloss paint. Doors will be painted with two coats of paint. The scheme to be used for paint colors may be obtained by contacting the Managing Agent.
- 3.9.4. Each door shall have a door handle with knob or lever, a deadbolt with optional pushbutton access, a door knocker with optional viewport, and an optional kickplate all of which are of consistent design and a single color which shall be one of brass, antique bronze, brushed nickel, or wrought black.
- 3.9.5. Numbers indicating the unit number will be 3 inches in height and of the same color as the door hardware and affixed to the frame or surround centered approximately 6 feet above the ground.
- 3.9.6. When replacing a door it should be a pre-hung steel-clad door hinged to open inward against the adjacent wall. Wood doors and vinyl-clad doors are not as durable as steel-clad. The door must be a 6-panel door with no lights (glass panels).

### 4. Enforcement Policy for the Rules and Regulations:

#### 4.1. The filing of a complaint.

- 4.1.1. Any owner or the Managing Agency may initiate a complaint that alleges a violation of the Declaration, the By-Laws or Rules and Regulations.
- 4.1.2. Any complaint initiated by an owner shall be in writing to the Managing Agent and shall include the following:
  - 4.1.2.1. The name, address and telephone number of the complaining witness.

- 4.1.2.2. The unit owner's name and unit number or the address of the unit where the alleged violator resides or was a guest.
- 4.1.2.3. The specific details or description of the violation, including the date, time and location where the violation occurred; and
- 4.1.2.4. The signature and address of the complaining witness and the date on which the complaint is made.
- 4.1.3. Complaints should be made as soon as possible after the violation occurred. To the extent possible, complaints will be kept confidential. In the event of a hearing, the complainant may be required to provide testimony or other evidence related to the violation. No oral complaints will be accepted.
- 4.1.4. The willful filing of a false complaint or complaints under these rules or the repeated filing of frivolous complaints shall be deemed a violation of these Rules and Regulations and is subject to the enforcement provisions contained herein. The use of these Rules and Regulations in a manner deemed to be a harassment of other owners or residents shall also be deemed a violation of these Rules and Regulations and subject to the enforcement provisions contained herein.
- 4.1.5. Harassment of, or retaliation against, any alleged complaint by the alleged violator or by another associated with the alleged violator shall be deemed a violation of these Rules and Regulations and subject to the enforcement provisions contained herein.
- 4.1.6. Complaints of violations of law should be filed with the local police department or the 911 emergency operator. In addition, the Managing Agent should be notified

## 4.2. Violations and Notices of Violations

- 4.2.1. The owner of record ultimately is liable for any actions by the Board of Managers in relation to violations the Declaration, By-Laws or Rules and Regulations committed by a resident, guest, tenant, service person or other person or animal associated with the unit.
- 4.2.2. Upon receipt of complaint, the Managing Agent shall notify the owner of the violation by sending a written warning notice entitled "Notice of Non-Compliance". If the owner is a nonresident, the owner and resident shall each be

notified of the violation. In any calendar year only one warning notice will be issued. Any second or later violation of any kind will be accompanied by a fine as described in paragraph 4.2.4 below.

4.2.3. The Notice shall provide details of the violation including the date, time and location where the alleged violation occurred. Other pertinent information will be included by the Managing Agent, including the date by which the violation must be corrected and the fine that may be levied in the event that the violation is not corrected, which may include the withdrawal of privileges.

4.2.4. In the event that the violation is not corrected within the time period specified in the first Notice, the owner will be sent a “Second Notice of Non-Compliance”. The Second Notice shall specify the date by which the correction must be made and the fine that has been levied not to exceed \$100. The notice will also specify that the owner can request a hearing before the Board of Managers within 10 calendar days of receipt of the Second Notice.

### 4.3. Procedure to Request a Hearing

4.3.1. Owners may request a hearing before the Board of Managers at the next appropriate Board meeting.

4.3.2. As part of the Second Notice of Violation, a date is specified by which a hearing must be requested. The owner shall prepare a request for a hearing and mail the request to the Managing Agent.

4.3.3. Upon receipt of the request for a hearing, the Managing Agent shall notify the President of the Association and provide copies of all pertinent documentation relating to the matter.

4.3.4. The President of the Board shall schedule the hearing before the Board at the next regular Board meeting if time permits the proper notification to the alleged violator and complainant. If there is not sufficient time for such notification, the hearing will be scheduled for the following regular Board meeting. The Managing Agent or the President shall notify the alleged violator and complainant.

- 4.3.5. At the hearing, the Board of Managers shall review all evidence, hear testimony from witnesses and provide a reasonable opportunity to hear from the unit owner against whom enforcement is sought. Following the hearing and due consideration, the Board shall issue its determination. Upon a finding of the greater weight of the evidence that a violation exists or did exist, the Board may fine the responsible unit owner depending upon the nature of the violation in accordance with the fine schedule. The decision of the Board shall be final and binding upon the alleged violator and complainant.
- 4.3.6. Any fine that may be levied for which a hearing has been requested shall not become due until the Board has held a hearing and determined whether a violation has occurred and whether a fine shall be levied. Generally the board will make its determination immediately following the hearing and will advise the alleged violator of its decision. However, if the Board requires additional information, the determination may be made at a later date, in which case the alleged violator and complainant will be notified of the Board's decision in writing.
- 4.3.7. If no request for a hearing is made within the prescribed period of time, a hearing will be considered waived and the allegations contained in the notice of violation shall be deemed admitted and any prescribed remedy and/or fine levy will be instituted.
- 4.3.8. Failure of the alleged violator to attend a requested hearing without an advance request to change the date of the hearing shall be deemed a waiver of the hearing on the violation and the allegations contained in the notice of violation shall be deemed admitted and any prescribed remedy and/or fine levy will be instituted.

#### 4.4. Fine Schedule

- 4.4.1. Except as otherwise provided in these Rules, the following schedule of fines shall apply to violation of the Declarations, By-Laws and the Rules and Regulations.

4.4.1.1. First Violation – Written Warning Notice

4.4.1.2. Second Violation – Fine of not more than \$100.00 and/or withdrawal of privileges.

4.4.1.3. Third Violation – fine of not more than \$200.00.

4.4.1.4. Fourth Violation – fine of not more than \$400.00

4.4.1.5. Subsequent Violations – shall be fined at double the amount of the fine for the immediately preceding violation.

4.4.2. Any fine so levied by the Board, if not paid in full within ten (10) calendar days, shall constitute a special assessment for which a certificate of lien shall be filed with the Recorder of Hamilton County, Ohio. This assessment shall include any and all costs of enforcement including reasonable attorney's fees.

4.4.3. In addition to any fine assessed, the unit owner will be responsible for the costs associated with the violation, including but not limited to repair of damaged property and any attorney's fees or other costs incurred by the Association that may be associated with the violation.

#### 4.5. Delinquent Fees Policy

4.5.1. Kenwood Greene charges its owners monthly fees for the operation of Kenwood Greene as directed by the Bylaws section 5.2. These fees consist of a normal monthly fee and special assessments which may be periodically levied to cover the cost of large maintenance or restoration projects not able to be paid from the Reserve Fund. Owners are also charged fines levied on individual owners for violation of the provisions of our documents as described in these Rules and Regulations, and maintenance fees levied on individual owners to cover the cost of damages to common property or agreed upon maintenance of private property as described in the Bylaws section 4.7. These fees are considered delinquent if not paid by the 10th of the month immediately following the date on which they are levied. The total debt of any owner is the sum of all fees and other charges owed by that owner.

4.5.2. Payments received shall be applied to the oldest debt first and then to more recent debt within the provisions of section 5311.18 of the Ohio Revised Code.

- 4.5.3. If all debt is not paid in full by the tenth day of each month a late fee will be charged equal to 10 percent of the lowest normal monthly condo fee assessment rounded down to the nearest whole dollar.
- 4.5.4. When debt exceeds \$600.00 Kenwood Greene will initiate legal action to collect the total debt. That legal action will include, at the option of the Board of Managers, acceleration of all fees and assessments for the entire year as described in the Declaration section 5.5.
- 4.5.5. Additionally, a lien as described in the Declaration section 5.7 on the total debt will be filed in the appropriate Court of Law.
- 4.5.6. A judgment will be sought from the appropriate Court of Law against the owner requiring immediate payment of the total debt owed as described in the Bylaws section 5.8. If granted, the court order will be used to collect the moneys from any sources including garnishment of wages, seizure of bank accounts, etc. All costs including legal fees, commissions, and other costs incurred in the collection effort will be charged to the owner's account and become a part of the total debt.
- 4.5.7. The above policy includes the option of appeal by the owner as described in these Rules and Regulations section 4.3. The decision of the Board as a result of that appeal is final and may not be further appealed.

#### 4.6. Disclaimer

- 4.6.1. If any clause, phrase, provision or portion of these Rules and Regulations or the application of them to any person or circumstance is deemed invalid or unenforceable under applicable law, this should not affect, impair or render invalid or unenforceable the remainder of these rules nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.