

Section G

Rules and Regulations for The Condominium at Erinwood Association

In the years since Erinwood was established in 1994, in the best interest of and for the protection and guidance of all Unit Owners and Occupants, Unit Owners have developed a set of Rules and Regulations which they expect to be enforced by the Board of Directors. When a Unit is purchased, the Unit Owner shall abide by these Rules and Regulations and any subsequent changes made to them.

Deviations from Rules and Regulations

The Board of Directors may grant written approval for a deviation from the Rules and Regulations, when in its opinion, there would not be any valid objection by any other Unit Owner. If the Board of Directors feels there might be strong objection, it will announce the request for the deviation in the Erinwood Hummer and state the date and time of the meeting at which the request will be considered so that any interested Unit Owner can be heard. After such open meeting, the Board of Directors' written approval or rejection of the request will be mailed to the requesting Unit Owner.

To request a deviation from a Rule or Regulation, Unit Owners must use a Complaint, Problem, or Request (CPR) Form, keeping a copy of the filled-out form for their own records. Using this form greatly aids the Board to have the information needed to understand your request, recordkeeping, and helps ensure prompt action on your request. If you do not have a CPR Form, they can be obtained from the Property Manager or any Director.

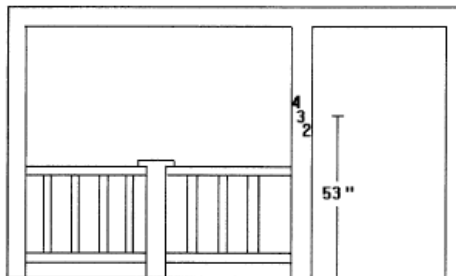
See P11.0 for additional information regarding deviations.

P1.0 Unit Uses; Porches; Unit Number Location; Garage and Yard Sales

P1.1 Personal property such as outdoor furniture and other items commonly found on porches may be neatly kept inside the Unit porch. Porches shall be maintained in a neat, clean, uncluttered condition, but cannot be used to store items not typically found in use on a porch, including but not limited to indoor-type furniture, appliances, or building materials. Bicycles and other storable items shall not be kept in the porch, but small grills and propane tanks are allowed (fire laws mandate they must be used at least 10 feet from the building).

P1.2 Owners with Units having screened-porches whose Unit number is inside the porch may move the Unit number to the outside of the Unit if they so desire. Placement of the Unit numbers shall be according to the specification established by the Board of Directors.

Address Number Location Change Specification



1. Address numbers on units with screened-in porches can be moved to the outside of the porch post as shown.

2. This will be at the owner's expense.
3. The middle number must be located 53 inches from the top of the porch floor at the center of the number.
4. Starting at the top left, the numbers will angle down to the right. The numbers at the side of the garage doors can be used as an example.

P1.3 All garage, home, and yard sales of any type are prohibited on Condominium property.

P2.0 Common Element Area Uses; Trees; Shrubs; Mulch and Mulch Beds; Bird Feeders; Bird Baths; Mulch Bed Decorations; Flowers; Flower Pots; Bicycles; Skates; Garden Hoses; Ice Melting Substances; Master Landscaping Plan; Prohibited Items and Fasteners on Common Elements

P2.1 No Unit Owner, Occupant or their Agent shall move, plant, remove, or install any trees, large bushes, shrubs, or other large plantings on any portion of the Common Areas, including the mulched areas, without the written approval of the Board of Directors. Fruits or vegetables shall not be planted in any Common Area. Trees, bushes and shrubs planted by Unit Owners, Occupants or their Agents, in Common Areas, including mulch beds, become the property of the Association.

P2.2 Mulched areas cannot be changed, enlarged or added without the written approval of the Board of Directors. Any mulch installed by a Unit Owner, Occupant, or their Agent must be of the same type and color as that last provided by the Association.

P2.3 The following items, up to a maximum combined total of 6 for all items, may be placed in the mulch bed area immediately adjacent to an Owner's Unit:

Item	Maximum Number Permitted	Notes
Bird feeding stations	3	A total of three bird feeding stations may be placed within the mulched area immediately adjacent to a Unit or hung in the trees adjacent to the Unit in a manner that the trees are not damaged and so that they will not interfere with lawn maintenance. Only small diameter metal ("shepherd hook") poles, designed for that purpose, may be used to hold the bird feeding stations in the mulched area. The area around bird feeding stations shall be kept clean of bird and feed waste.
Birdbath	1	A birdbath, not to exceed 30 inches in height, may be placed within the mulched area immediately adjacent to a Unit.
Flower-garden type decorative items	6	Flower-garden type decorative items, not to exceed 18 inches in height, may be placed within the mulched area immediately adjacent to the Unit.
Hanging flower pots	3	Only small diameter metal ("shepherd hook") poles, designed for this purpose, may be used to hold hanging flower pots in the mulched area immediately adjacent to the Unit.

P2.4 Other than as permitted in P2.3, flowers, annuals, and perennials may only be planted in the following areas:

- (a) hanging baskets or containers within the porch area, including from the beams over the railings (but, to avoid water damage, nothing can be set on the painted flat wooden surfaces or attached to railings, even if a saucer/protector is used);
- (b) planted or in containers in the mulched area immediately adjacent to the Owner's Unit;
- (c) one container at each side of the garage door during growing season; these containers must be stored inside the Unit during months when snowfall may occur.
- (d) planted in the mulched areas around utility equipment and adhering to clearance requirements

of the utility.

P2.5 Restrictions on flowers, annuals, and perennials:

- (a) Nothing may be planted around trees or brick wing walls; the Association is responsible for all plants around the wing walls.
- (b) Nothing may be planted within 1 foot of air conditioning equipment.
- (c) Dead flowers shall be removed as soon as possible after the growing season.
- (d) Annuals, perennials, and ground covers must not be allowed to encroach within 3 inches of Association-installed shrubs, bushes, or trees.
- (e) Unit Owners who plant annuals, perennials, and ground covers in the mulch bed adjacent to their Unit are responsible for maintaining that portion of the bed in and around these plants in a neat and weed-free condition. If the Board of Directors determines that the mulch bed adjacent to a Unit has become overgrown with weeds or otherwise violates these rules, the Unit Owner will be notified by the Management Company of its unsatisfactory appearance and requested to take corrective action. If the condition is not corrected within 21 days to the Board of Directors' satisfaction, it may order the Management Company to have all non-Association-installed plants in the mulch bed removed and replaced with mulch to allow the Landscape Contractor to maintain a neat weed-free appearance. The cost of this work will be charged to the Unit Owner.

P2.6 Bicycles, roller blades, roller skates, skate boards, scooters and similar items may only be used in the Condominium street and driveway areas or on the public sidewalks along South Galway Drive or Donegal Drive, not the narrower walks within the Common Area.

P2.7 When not in use, all garden hoses left outside the Unit must be kept neatly coiled or stored on or in a device designed for that use and placed in the mulched area of the Unit foundation or Limited Common Area. Hoses cannot be left in the grass, on the sidewalks or driveway areas. Hoses must be stored inside the Unit during the winter months. No garden hose may be connected to any outside faucet except when the hose is actually in use. If all Unit Owners who use a faucet agree, quick-connect/disconnect fittings may be used on an outside faucet, as long as they are of the type that completely drains when the hose is removed. Quick-connect/disconnect fittings that have an internal check valve which do not drain completely defeat the freeze- proof faucet and are not permitted.

P2.8 No ice melting substances shall be used on sidewalks or asphalt without authorization from the Property Manager or Board of Directors.

P2.9 On September 16, 2010, the Board of Directors adopted a revised landscaping plan; after this date, all landscaping must be done in accordance with the Master Landscaping Plan and approved by the Board of Directors.

P2.10 Nothing can be put on or fastened to the walks, brick wing walls, roofs, dormers, or Common Elements (including exterior building surfaces) unless specifically allowed by another Rule or Regulation. Except for porch planters described in P2.4(a), no fastening method or device (including, but not limited to, nails, screws, and adhesives) can be used to fasten anything to any Common Element surface. No hole of any type may be drilled into or through any Common Element unless specifically allowed by another Rule or Regulation.

P2.11 No drone may be used over Common Elements areas without written permission of the Property Manager or the Board of Directors. (Unanimously approved by the Board of Directors on July 20, 2017)

P3.0 Limited Common Element Area Uses; Toters

P3.1 As a courtesy to your neighbors and to maintain an attractive property, all Toters and other items (including discarded appliances, furniture, carpet, and any other debris or materials) must be kept in the garage until the evening before the scheduled trash pick-up. When setting out your trash, make certain that the lid on the Toter is closed and the Toter is facing in the direction indicated

on the Toter. Toters must be returned to the garage as soon as possible after the trash pick-up, but no later than the evening of pick-up day. Please help keep our community clean by controlling litter. Large items that do not fit inside the Toter (appliances, furniture, carpet, etc.) require advance notice to the waste disposal contractor which can only be given by our Property Manager; consequently Unit Owners must contact the Property Manager for instructions for large items that will not fit inside the Toter. Unless written approval to put Toters and/or other discarded material out at non-allowed times is obtained in advance from a member of the Board or the Property Manager, violations of this rule may result in the Board or Management Company contracting for immediate removal of the offending materials with the cost being charged to the Unit Owner as a Special Unit Assessment. (Unanimously Adopted at Board of Directors' Meeting on September 19, 2013)

P4.0 Visible Areas; Flags; Seasonal Decorations; Porch Shades; Window Treatments; Window Air Conditioners

P4.1 One flagpole bracket may be attached to the outer surface of one of the porch posts. Only the American flag may be flown from that bracket, except on game days. No decorative flags, banners, bunting, etc. will be allowed. School flags may be displayed on game days.

P4.2 Non-illuminated seasonal or illuminated and non-illuminated holiday decorations may be displayed within the porch area. Illuminated seasonal decorations are not permitted. Christmas garlands with lights and/or bows may be hung on the outside of the porch railing, if done in accordance with P2.10. Christmas wreaths and/or bows may be placed on or around the exterior lights located beside the garage door, on or around the exterior light on the front wall of the Unit and on the door of the screened porch. No seasonal or holiday decorations will be permitted in the mulched areas of the Unit foundation, on porch posts, outside of windows, or otherwise outside of the Unit, or in any Common Area. No decoration or display may make sound of any type and may not use any type of unusually bright, flashing, pulsing, or traveling lights. Beginning in 2014, with the exception of Christmas decorations, the display of holiday decorations is limited to 15 days before and 7 days after the legal or customary date of the holiday. The display of Christmas decorations is limited to the period from Thanksgiving weekend to the weekend after New Year's Day. (Unanimously Adopted at Board of Directors' Meeting on September 19, 2013)

P4.3 A white or off-white roll-up wood or vinyl blind to provide temporary shade may be attached to the inside of the porch. This blind shall not be visible from the sidewalk when not in use.

P4.4 To maintain a uniform exterior, all window treatments (curtains, draperies and blinds), are to be colored, backed or lined in neutral colors (shades of white or beige).

P4.5 Window air conditioners are not allowed. (Passed July 19, 2012)

P5.0 Offensive Activities; Dangerous Activities; Storage of Dangerous Materials; Improper, Offensive or Illegal Uses

P5.1 Nothing shall be done or stored in any Unit that will cause an increase in the rate of insurance of any of the buildings or contents thereof. No Unit Owner, Occupant, Guest or their Agent shall bring into or keep in any building or Common Element of the Condominium, any flammable, combustible, or explosive fluid, material, chemical or any hazardous substances. Exceptions to this rule are small quantities of materials such as paint or cleaning fluids that are normally needed in a household.

P5.2 No improper, offensive or unlawful use may be made of any part of condominium community. Unit Owners, Occupants and Guests will comply with and conform to all applicable laws and regulations of the United States and the state of Ohio, and all ordinances, rules and regulations of the Village of Granville, and will save the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

P6.0 Vehicles; Blocking Traffic; Inoperative Vehicles; Vehicle Repairs; Prohibited Vehicles; Junk Cars; Parking; Snow Plowing; Speed Limit

P6.1 In the interest of safety, at no time can a vehicle block the free flow of traffic within the Condominium property or present a hazard or obstruction to other vehicles, including large emergency vehicles. No vehicle can be parked behind a garage in such a manner that it extends outside of the Limited Common Area as shown in the Declaration and Amendments 1 through 6. To allow for free flow of traffic and not impede lawn maintenance, vehicles cannot be parked extending either over the grass, sidewalk, or beyond the open paved end of Visitor Parking areas. No vehicles can be parked so as to impede or block the ingress or egress of vehicles to another Unit's garage or Limited Common Area. Violation of this rule shall subject such vehicle to be towed off the premises at the Owner's expense.

P6.2 No vehicle repairs are to be undertaken in any Common Area except in case of an emergency, such as jumping a battery or changing a flat tire.

P6.3 Commercial vehicles; trucks, vans or other vehicles having a capacity over one ton; trailers, recreational vehicles and boats; may not be parked on Condominium roads or Common Areas, except for temporary loading and unloading. Vehicular equipment used in the actual repair or maintenance of property of the Association or a Unit Owner or Occupant will not be so restricted.

P6.4 Vehicles inoperable on public roads and highways (such as vehicles with flat tires, broken windows, expired license plates, or incapable of movement under its own power, etc.) or that appear to be abandoned and parked in the Common Elements or Limited Common Elements for more than 48 consecutive hours, may be towed off the premises at the vehicle owner's expense without warning and/or be subject to established daily enforcement penalties of ten dollars per day (\$ 10.00/day) until removed from the Common or Limited Common Elements.

With the exception of short-term emergency work (flat tires, battery change/charge, etc.), no repair work is permitted on vehicles in the Limited Common Elements or Common Elements. All other repairs must be conducted within the Unit's garage.

Only vehicles owned by Erinwood residents (if all parking spaces in the resident's garage and Limited Common Element parking are occupied) or a visitor (while the vehicle's owner is actually visiting or staying at Erinwood) may be parked in Common Element parking places. A non-resident may not park his/her vehicle in the Common Elements at Erinwood unless actually visiting an Erinwood unit. (Passed November 16, 2017)

P6.5 Each single-car garage Unit has parking for two vehicles (one in the garage and one in the Limited Common Element Area behind the garage) and each two-car garage Unit has parking for four vehicles (two in the garage and two in the Limited Common Element Area behind the garage). Except for occasional short periods of time, vehicles owned by Unit Owners, Occupants, other individuals residing in the Unit, and employees or others who regularly or routinely visit a Unit cannot be parked in the Common Elements intended for guest parking as shown on the map in Section B of this Manual. Unit Owners, Occupants, other individuals residing in the Unit, and employees or others who regularly or routinely visit a Unit must park vehicles in the garage or in the Limited Common Area immediately outside the garage as shown on the map in Section B. During the winter months, when access for snow plowing is required, no vehicles can be parked in the guest parking areas other than the parking areas on the west and south side of the Community Building, so that snow may be piled at the edge of the guest parking areas.

P6.6 The speed limit on all areas of Shannon Lane, a private street, is 15 MPH.

P6.7 In the interest of public safety, vehicles blocking the free flow of traffic within the Condominium property are subject to immediate removal by towing at the vehicle owner's expense. All vehicles

parked in any violation are subject to a \$25 penalty if not moved within 24 hours of a Notice of Violation being placed on the vehicle's windshield and \$50.00 per day thereafter if not moved within 48 hours of the Notice of Violation.

P7.0 Animals; Number of Animals Allowed; Tethered Pets; Pet Litter; Enforcement

P7.1 Present or new Unit Owners or Occupants owning two (2) dogs, are permitted to keep same in their Unit, provided that if one (1) dog dies, it may not be replaced. Unit Owners or Occupants with only one (1) dog may replace that dog when it dies.

P7.2 Cats, dogs, or any other pets that are tethered or not tethered outside any unit must not be left unattended on any common area. (Nov 18, 2010)

P7.3 All pet litter is to be immediately cleaned up. **All dogs must be on leash when on common area.** Common area is defined in the Declaration as all Condominium Property, except that portion.....constituting a Unit or Units (such as the porch interior). Unit Owners and residents must obey all Village of Granville ordinances concerning dogs and other animals, including Ordinances 505.01 (DOGS AND OTHER ANIMALS RUNNING AT LARGE) and 505.13 (DOG EXCREMENT; REMOVAL REQUIRED). Repeated violations will be referred to the Village of Granville Police Department for enforcement. (Sep 15, 2011)

P8.0 Architectural Control; Screen Doors; Porch Enclosures; Satellite Dishes; Front Door Exterior Wall Sconce Lamps; Exterior Garage Lights; Procedure for Requesting Approval to Make an Improvement; Expiration of Approvals; Replacement Windows

P8.1 Before installation, the style and composition of material(s) of any screen door, combination door, porch enclosure, building, fence, wall, sign, structure, exterior addition, change or alteration covered by Declaration, Article III, Section 2, Paragraph (o), must be submitted to the Board of Directors on a CPR Form and approved in writing by the Board. Unless the request is either

- (1) identical to one previously approved by the Board, or
- (2) for an item so minor that it is easily described in words along with clear accurate sketches,

the request must include plans and specifications (including professional-quality elevation drawings to scale of all exterior views) which clearly show the nature, kind, shape, height, materials, color and location of the improvement requested.

P8.2 Installation of satellite dishes is not permitted.

P8.3 Replacements for the Exterior Wall Sconce Lamps located near the front door of each Unit shall:

1. be flat black in color, with no brass or other colored accents,
2. have the general appearance of a "Coach Lamp" as shown in Figure 1,
3. have an overall maximum height from 18.5 inches to 28.5 inches,
4. have 4 to 6 glass or plastic panes,
5. have a mounting point near the bulb-holding portion of the fixture (not near the top or bottom of the fixture),
6. be installed so as to have an appearance and location similar to the lamp being replaced or to other Board-approved front door wall sconce lamps already installed at Erinwood, and
7. be approved by the Board of Directors before installation (see Note below).



Front Door Exterior Wall Sconce Lamps approved by the Board of Directors include:

1. Hampton Bay Model #240 348 (Long Tail Option) (Home Depot)

Note: There may be other lamp models that satisfy the requirements in this Erinwood Regulation. Before installing another model, you must submit your request on a CPR Form and have it reviewed and approved by the Board of Directors. For consideration, the Board must be provided with a picture of the lamp, its overall height, width, and extension from the wall. If it is approved, it will be added to the list of approved models.

P8.4 Replacements for the Exterior Garage Wall Lamps located next to the garage door of each Unit shall:

1. be flat black in color, with no brass or other colored accents,
2. have an overall maximum height from 9.5 inches to 12.5 inches,
3. have 4 to 6 glass or plastic panes,
4. have a mounting point near the bulb-holding portion of the fixture (not near the top or bottom of the fixture),
5. be installed so as to have an appearance and location similar to the lamp being replaced or to other Board-approved exterior garage wall lamps already installed at Erinwood, and
6. be approved by the Board of Directors before installation (see Note below).

Exterior Garage Wall Lamps approved by the Board of Directors include:

1. Hampton Bay #240 348 (Short Tail Option) (Home Depot)

Note: There may be other lamp models that satisfy the requirements in this Erinwood Regulation. Before installing another model, you must submit your request on a CPR Form and have it reviewed and approved by the Board of Directors. For consideration, the Board must be provided with a picture of the lamp, its overall height, width, and extension from the wall. If it is approved, it will be added to the list of approved models.

P8.5 Any approval granted by the Board for a request that comes under Section 8.0 Architectural Control, is given only to the Unit Owner making the request and expires 180 days after granted by the Board if not acted on by the Unit Owner. If requested by the Unit Owner, the Board, at its discretion, may grant an extension of the approval.

P8.6 Replacement Windows (Unanimously passed by Board of Directors on May 15, 2014)

Brand: Simonton

Model #:	6100 Vantage Point
Frame:	Color; White
Frame Size:	Narrow
Glass:	Clear, Non-tinted, Non-mirrored glass
Grid:	Size, color, and pattern similar to original window
Screen:	Fiberglass

Note: There may be other replacement windows that satisfy the requirements in this Erinwood Regulation. Before installing another model, you must submit your request on a CPR Form and have it reviewed and approved by the Board of Directors. For consideration, the Board must be provided with a picture of the window, its dimensions and all other details; externally, it must appear to be virtually identical to the window it is replacing. If it is approved, it will be added to the list of approved models.

P9.0 Community Building; Uses; Fees; Bulletin Board

P9.1 The Community Building is restricted to private use of Unit Owners and Occupants. Private is defined as social as distinguished from commercial or institutional. Any Unit Owner or Occupant who reserves the Community Building for private use must be present for the duration of the event, be responsible for any and all damage to the furnishings or the building which may be incurred during this private event and adhere to all items on the list posted in the kitchen area with respect to the clean-up and close-up of the building.

P9.2 Any private event conducted at the Community Building must be confined to the interior of the building and the cement patio on the East Side of the main room. From two hours before until two hours after a scheduled event at the Community Building, one banner may be tied or otherwise temporarily fastened to the brick posts on the porch. Care must be taken to avoid damage to the lamps on the posts.

P9.3 When the Community Building is utilized for a private function, there will be a fee of \$10.00 to help off-set the operational and cleaning expenses for the facility resulting from this function. In addition, a security deposit of \$60.00 is required if food is to be served. All fees and deposits must be made in the form of checks payable to the Condominium at Erinwood Association.

P9.4 The Bulletin Board on the front of the Community Building is only to be used for notices of general interest to Erinwood residents and visitors, including notices of community events, activities, Association meetings, Erinwood social events, etc. In addition, Unit Owners may post a 3 inch by 5 inch card indicating that their Unit is for sale. Notices of a clear commercial nature are not permitted. Non-Association notices will be removed after 30 days, except in the case of Unit for-sale cards, which will be removed upon sale of the unit.

P10.0 Monthly Assessments; Due Dates; Late Fees; Association Mailings

P10.1 COLLECTION POLICY

1. All assessments are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) day of the month.
2. An administrative late charge of \$20.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
 - A. Interest owed to the Association;
 - B. Administrative late fees owed to the Association;
 - C. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and, finally,
 - D. Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.

4. Any unpaid assessment may result in the Association filing a lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is leased, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.

5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.

6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

8) This procedure remains in effect until duly changed by the Board.

(Unanimously approved by the Board of Directors on July 20, 2017)

P10.2 All materials required by the Declaration or Bylaws (such as Association Meeting notices, amendments, fee or other notices, assessments, Rules and Regulations changes or violations, required maintenance actions, etc.) will be mailed or hand delivered at the Board's discretion at Association expense to the address of record of Unit Owners.

P10.3 All materials not required by the Declaration or Bylaws (such as the Hummer, surveys, questionnaires, minutes of meetings, common element maintenance or landscaping information, social activities, etc.) will be hung on doors of Units or mailed in a Self-Addressed Stamped Envelope if provided by the Unit Owner. If a Unit Owner does not provide a Self-Addressed Stamped Envelope for material not required by the Declaration or Bylaws, it will not be mailed.

P11.0 Deviations; Rule Violations; Enforcement Procedures and Penalties

P11.1 Any deviation from these Rules and Regulations must be submitted on a CPR Form to the Board of Directors and approved in writing by the Board.

P11.2 As permitted by the Declaration of The Condominium at Erinwood and Ohio Revised Code 5311.081, the Board of Directors may impose reasonable enforcement assessments for violations of the Declaration, Bylaws, or Rules and Regulations of the Association, and reasonable charges for damage to the common elements or other property.

(1) Prior to imposing a charge for damages or an enforcement assessment, the Board of Directors, or Management Company acting at the Board's direction, shall give the Unit Owner a written notice that includes all of the following:

- a) A description of the property damage or violation;
- b) The amount of the proposed charge for property damage or assessment (\$25 for the first infraction, \$50 for subsequent infractions of the same rule, and, if applicable, any towing charges incurred to remove vehicles for violation of vehicle rules);
- c) A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
- d) A statement setting forth the procedures to request a hearing; and,
- e) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

(2) To request a hearing, the Unit Owner shall deliver a written notice to the Board of Directors not later than the tenth day after receiving the notice described in (1).

(3) If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose the charge for damages or enforcement assessment if the violation was not cured by the date stated in (1e).

(4) If a Unit Owner properly requests a hearing, then at least seven days prior to the hearing the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing.

(5) The Board of Directors shall not levy a charge for damages or an assessment before holding any properly requested hearing.

(6) Within thirty days following a hearing at which the Board of Directors imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Unit Owner.

(7) Any written notice required under this rule shall be delivered to the Unit Owner or any occupant of the Unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

(8) All payments for charges for damage, enforcement assessments, or towing charges will be payable to "The Condominium At Erinwood Association" and, in accordance with the Condominium Declarations, such charges and assessments will be considered "Special Individual Unit Assessments" with all accompanying legal rights of the Association.

P12.0 Utilities; Lawn and Tree Watering; Reimbursement to Association; Rules for Spectrum Cable TV & Internet Service

P12.1 Watering of the lawn and trees is prohibited without authorization from the Board of Directors.

P12.2 In the event that there is a water problem/accident in any owner's unit, such as a pipe bursting or water leaking, which has significantly raised the water bill for a given billing period, Article X of the Declaration and this Section of the Rules and Regulations authorize the Board of Directors to charge the excessive water usage costs back to that owner, personally. In order to determine the charges which may be billed back to the owner, the following procedures will be followed:

1. The Finance Committee will analyze the water bills for the building that houses the specific unit for up to three years to determine the "normal" water usage for the building. This will be done for either three full years, or a three month period (for three years) encompassing the month in which the water problem occurred or any time period which the Committee believes is appropriate for the specific circumstances, to get an average bill.
2. The Committee will then take the building water bill that includes the period of the water problem and determine the excessive dollars that occurred over the average that this particular building experienced. The Committee should then analyze whether any other significant changes occurred during this billing period that would have changed the usage, such as part-time residents being there or abnormally large numbers of house guests in the other units in the building in question, etc.
3. After arriving at this differential, the Finance Committee will pass on this information to the Board of Directors. The Board should make a judgment decision on what portion of this difference should be billed back to the unit with the water problem. The minimum chargeback should be at least 80% of the difference, but the Board has the authority to charge the entire difference if that is fair and reasonable.
4. The owner will have sixty days to reimburse the Association for the back billing sent to them. If the bill is not paid in sixty days, collection procedures spelled out in P11.2 will be implemented.

12.3 Spectrum Cable TV & Internet Service (1 – 10 approved by Board of Directors on May 13, 2020)

- ~~(1) Unit Owners wishing to participate in Spectrum Cable & Internet Services must provide a completed SPECTRUM PARTICIPATION AGREEMENT to the community association manager. REPEALED APRIL 14, 2021~~
 - ~~(2) Under the initial 5-year contract, Spectrum will provide Bronze TV package, 2 set-top TV-DVR receivers, DVR Service, and Spectrum Internet Standard Service with a modem & Wi-Fi; installation (if needed) will be done by Unit Owner. Additional installation services provided by Spectrum may incur additional cost to Unit Owner. REPEALED APRIL 14, 2021~~
 - ~~(3) The initial cost of Spectrum Cable TV & Internet Service is \$67 per month (cost is variable based on Unit Owner participation); cost may change more than once every year based on participation and contracted annual price increases (6% maximum) imposed by Spectrum. REPEALED APRIL 14, 2021~~
 - ~~(4) Payment must be received by the community association manager by the 15th of the month (date subject to change). REPEALED APRIL 14, 2021~~
 - ~~(5) Participants are encouraged to authorize the community association manager to enroll participants in ACH auto-deductions. REPEALED APRIL 14, 2021~~
 - ~~(6) Participants who pay by check (personal, bank-issued, money order, or means other than ACH) shall pay an additional \$3 per month to cover the additional handling and record-keeping required by the community association manager. REPEALED APRIL 14, 2021~~
 - ~~(10) Participants who desire special TV programming packages, additional DVRs (in addition to the two included in the contracted services), phone service and the like in addition to the standard contractually provided services must contact Spectrum Community Services to obtain those additional services and will be billed separately by Spectrum. REPEALED APRIL 14, 2021~~
- (1) Once a Unit Owner begins participation in Spectrum Cable & Internet Services, participation will continue until termination of the initial Five (5) year contract period. In unusual circumstances (such as long-term relocation to a medical/rehabilitation/therapy treatment facility or temporary relocation due to work requirements, but excluding occasional or regular periods when Unit may be temporarily unoccupied), the Board will consider a one-time request to discontinue participation. (FORMERLY CALLED RULE 12.3 (7), APPROVED MAY 13, 2020)
 - (2) All Units purchased after June 15, 2020 must participate in the Spectrum Cable & Internet Services without ability to 'Opt-out' except as described in Rule 12.3 (1). (FORMERLY CALLED RULE 12.3 (8), APPROVED MAY 13, 2020)
 - (3) Since Spectrum Cable & Internet Service is an exclusive bulk contract, Unit Owners who knowingly receive and utilize Service without participating or paying for Service will be subject to these rules and also be charged a Special Assessment Fee equal to the total of Spectrum Cable TV & Internet Service fees dating from the start of the contract plus a Rules Violation Assessment Fee. (FORMERLY CALLED RULE 12.3 (9), APPROVED MAY 13, 2020)