



Governor's Lake Condominium Unit Owners Association

Handbook

Handbook for Governor's Lake

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A. Introduction

The legislation and documents governing Governor's Lake Condominium Unit Owners' Association are in order: The Ohio Revised Code chapter 5311 [Chapter 5311 - Ohio Revised Code | Ohio Laws](#), then the Declaration of Condominium Ownership and then the By-laws. The Declaration and By-laws are registered with the Lake County Recorder's Office <https://rep2laredo.fidlar.com/OHLake/AvaWeb/#/search>¹ Ohio, Lake County and Mentor City laws and ordinances also govern our condominium.

This handbook is a partial summary of the governing documents, rules and decisions of the Board of Directors in a single searchable form. The terminology used in this handbook have the same meanings as those terms defined by the Ohio Condominium Act [Section 5312.01 - Ohio Revised Code | Ohio Laws](#)². If conflicting information exists the governing documents will decide the matter.

We are using this format to aid with electronic displays and eliminate the need for printouts. You may request a printed copy every 3 years, at any time for a reasonable administrative fee or when this handbook is revised.

B. Association Maintenance Responsibilities

1. Painting Common Elements including Garage doors from time to time.
 - a. Windows and doors, along with all the hardware located within the window and door frames (including the frames) is the Unit Owner's responsibility. If you paint any exterior element of your Unit including Garage doors, you must use the same color and finish³ as the original.
 - b. Garage doors are part of the Unit and the Unit Owner's responsibility to maintain, repair and replace. However, Unit Owners are prohibited to modify their garage door(s) without written Board approval.
 - c. The Association does paint garage doors from time to time.
2. Street lighting; Driveways; Storm Sewers; Common Underground water, electric, sanitary sewer lines; and signage.
3. Exterior extermination and wildlife control. The Association must adhere to Canada geese protections, so they have to be left alone.
4. Reasonable landscaping including but not limited to mowing, mulch, trimming and leaf removal.

¹ You may request copies from the recorder's office or our Association Manager. Fees are likely to be required.

² Enter the word to lookup in the "Keyword Search" box at the top of the web page.

³ Color and finish are acceptable if like elements look the same when separated by 15 feet. Uniformity is the goal.

5. Common flower bed, lawn and tree maintenance under the direction of the Association Manager with Board oversight.
 - a. Gardening in your Limited Common Element is encouraged so long as the foliage does not encroach on paths or exceed waist height. Consider the standard to be "Can a first responder maneuver a stretcher here without touching any leaves or branches?"

To request Common Element maintenance, [contact the Association Manager](#). Unit Owners are required to promptly report maintenance needs keeping in mind that the Management Company has been instructed to respond in an economical fashion. Do not expect immediate response to maintenance requests.

Unit Owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on Property or not. This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trades community. Any Unit Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Property.

C. Unit Owner Maintenance Responsibilities

Unit Owners are required to maintain, repair and replace components of their Units including⁴

1. Doors, garage doors, windows, and skylights
2. Window glass, screens and exclusive exterior light fixture glass
3. All door, door frames, windows, window frames, door and window sills and subsills, skylight frames
4. Damaged garage doors and side trim must be repaired or replaced at Unit Owners expense as soon as reasonably possible
5. Sewer lines and soil stacks in your exclusive area. For example, a clogged sewer line is your responsibility from your sink all the way to the underground connection at the "main" sewer line in the Common Element.
 - a. Every Unit connects part of their exclusive sewer line with the Unit above or below.

⁴ <https://codes.ohio.gov/ohio-revised-code/section-5311.03>

- b. Both Units share responsibility for exclusive sewer or combined exclusive line up to the connection at the common "main" sewer line.
- 6. The surface of ground floor concrete slabs is the responsibility of the Unit Owner including minor chipping, crazing, mold, and cracking. "Normal" cracks and settling that can be surfaced patched are also the Unit Owner's responsibility. Settling and cracking caused by structural issues are not the Unit Owner's responsibility. [See picture attached to electronic copies](#) (not available in print version).
- 7. Normal wear and tear on patio slabs, decks and railings are maintained by the Association. However, damage caused by negligent acts are the Unit Owner's responsibility. If any features are painted or replaced, the original color³ must be maintained.
 - a. An exception is patio and lower deck railings and gates. These features are maintained by the Unit Owner to the extent they were added by the Unit Owner or a previous Unit Owner.
- 8. Exclusive exterior lighting fixture wiring, bulbs, and glass repair. If a fixture must be replaced, keep the original style and colors. Get guidance from the Association Manager before purchasing a replacement.
 - a. One Unit in each courtyard is equipped with a motion sensor. That Unit Owner is expected to maintain the bulb, wiring, glass, etc. The Association will maintain only the fixture with the attached motion sensor.
 - b. For the comfort and safety of the rest of the courtyard, that Unit Owner shall keep the motion sensor energized except when weather conditions cause the sensor to malfunction.
 - c. All exterior garage lights shall remain turned off except when in use to minimize shining onto the opposite building.⁵
- 9. All HVAC equipment, gas and water lines and plumbing connected after the exterior shutoffs typically located in the driveway or elsewhere outside of the Unit that exclusively serve their Unit.
- 10. All electric from the meter on including the meter
- 11. Interior exterminating and wildlife control. The Association may request access to your Unit for extermination should an exterior "incident" warrant access to your Unit.

⁵ City of Mentor Light Pollution Ordinance, Light Trespass applies to high density bulbs but is the guide for our garage lights <https://cityofmentor.com/about-mentor/mentor-ordinances-city-charter/> and elsewhere.

D. Use of Limited Common and Common Elements

Disruptive activities defined by the City of Mentor's ordinances and rules⁶ (and elsewhere) are prohibited.

1. Cooking grills are prohibited on balconies or within 10 feet of any part of the building. Also:
 - a. Comply with Mentor propane storage rules.
 1. Propane tanks are prohibited on the patios.
 2. Violations could result in heavy fines and even jail!
 - b. Prevent melting the vinyl siding. Keep grills at least 15 feet away from walls.
2. Except gardening, modification to Limited Common Elements is prohibited without the prior written approval of the Board.
3. Business, trade, professional, political, and religious activity is prohibited on any Common or Limited Common Element.
 - a. Work from home and business activities inside your Unit are not included in this restriction.
 - b. The City of Mentor requires business operations to be registered.
[Direct questions to the City of Mentor.](#)
4. Religious and other statuary, art and ornaments no taller than 3-feet high and 20 inches wide are permitted as long as they are not visible to passing cars and meet the sensibilities of your three courtyard neighbors.
5. Unit Owners are prohibited from erecting any fences.
6. Recreational items such as soccer nets, or basketball hoops must be portable and removed from the Common and Limited Common Elements when not in use. These items may not be left out after 10-pm.
7. Unit Owners shall not, nor shall they permit anyone to place, pour or spill paint, oil, solvent, volatile or flammable materials into the storm sewers.
8. Unit Owners shall not, nor shall they permit anyone to litter including smoking materials, or place trash or trash containers in the Common and Limited Common Elements.
9. Reasonable holiday/seasonal decorations are permitted provided they do not interfere with the comfort and sensibilities of nearby Unit Owners. Should a complaint arise the remedy is to remove the decoration(s). Holiday decorations are permitted to be installed from two weeks before the holiday until one week after the holiday, and always from November 25th through January 10th.
10. Vegetable gardens are not permitted.
11. Flags not to exceed 3'x5' are permitted provided
 - a. The mounting bracket is secured to wood trim not the siding.
 - b. The material is nylon, polyester, or cotton.

⁶ <https://cityofmentor.com/about-mentor/mentor-ordinances-city-charter/>

- c. The location does not interfere with the use of walkways or obstruct the view of other Units
 - d. It is not worn, faded and/or tattered
 - e. Free standing poles no taller than 33" above the walkway are permitted
- Should any conflict arise in the matter of flags the remedy is to remove the flag

E. Association Fees, Cost of Collection and Collection Policy

1. All assessments are due on the 1st day of the month and are considered late if not received before the 10th day of the month ("the late date").
2. Payments must be made to the Association via the method(s) approved by the Board of Directors.
3. After the late date, an administrative late charge of \$25 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
4. 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 Owners Association incurred in collecting the assessment; and, finally,
 - d. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account
5. Payments marked with notations contradicting the above order of application, as referenced in number four above, or disputing the amount owed, will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded.
6. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. 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.
7. While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless through a formalized payment or Receiver.

8. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other 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.
9. If an account is more than 30 days past due, the Association may suspend privileges including the right to vote, the use of amenities, or the ability to request approvals from the Association.
10. If an account is more than 30 days past due and the Association becomes aware that the unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the Common Elements with all costs charged back to the account.

F. Violation Enforcement Procedures and Fines

1. Unit Owner is held responsible for any violation of the Declaration, Bylaws or Rules in this handbook committed by the Unit Owner, Occupants, Invitees or guests of their Unit, including Tenants.
2. The Board of Directors shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws or Rules as the Board, in its sole discretion may determine⁷.
3. The entire cost of implementing a legal remedy to impose compliance, including court costs and reasonable attorneys' fees, shall be added to the account of the responsible Unit Owner.
4. In addition to any other action and in accordance with the procedure outlined on line 6, actual damages and a reasonable fine based on the violation, if the violation is of an ongoing nature, a per day, may be levied by the Board upon a Unit Owner in violation.
5. All costs for repairs and or remediation stemming from a violation will also be added to the fee. E.g., Your sink leak damaged your neighbor's ceiling. Your neighbor's ceiling repair bill will be added to your account if you or your insurance doesn't pay their bill.
6. Prior to the imposition of a charge or fine for violations, the following procedure will be implemented:
 - a. Written notice will be served upon the alleged responsible Unit Owner either by delivery to the Owner's Unit, U.S. Mail, fax or Email specifying:
 1. A description of the alleged violation and the proposed charge or fine

⁷ <https://codes.ohio.gov/ohio-revised-code/section-5311.081>

2. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or fine.
 3. A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or fine.
 4. To request a hearing, the Unit Owner must mail, Email or deliver to the Association Manager a "Request for a Hearing" notice using the format in the "[Hearing Request or Appeal](#)" letter. The request must be delivered no later than 10 days after receiving the notice.
- b. If the request is timely, at least seven days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing schedule change, then the right to that hearing is waived, and the charge for damages and/or a fine will be immediately imposed. And –
1. At the hearing, the Board and the responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session (outsiders shall not attend the hearing) and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose a fine shall become a part of the hearing record. The Unit Owner will then receive notice of the Board's decision and any fines imposed within 30 days of the hearing.
- c. After notification, the Association may file a lien for fines and/or damage charges, which remain unpaid for more than 10 days.

G. Complaint Procedure

1. Before filing a complaint, attempt a compromise with a personal, non-threatening discussion.
2. Complaints alleged against anyone violating the rules are to be made to the Management Company or Association Manager in writing preferably using Email including if possible:
 - a. Name, building, and Unit number of the violator.
 - b. Location, date and time.
 - c. Pictures.
 - d. Corroboration from third parties or neighbors.
 - e. The name and signature of the person making the complaint.
3. After receipt of the complaint, the Management Company will contact the alleged violator in an effort to cease the alleged violation.
4. If efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the enforcement provisions contained under [Violation Enforcement Procedure and Fines](#).

H. Exterior Unit Modifications, and Additions

1. Storm Doors and Screen Doors may be installed without permission. The frame and door must be painted white. The Unit Owner is responsible for maintenance.
2. A written request to the Board for a fabric awning over your balcony or other small changes are acceptable. Give the request to the Association Manager for consideration at next Board meeting.
3. In general, no exterior changes are allowed, however follow this procedure to obtain permission for a reasonable exterior alteration.
 - a. A written request and professional site plan and drawing from a competent architect must be submitted to the Board for approval before beginning.
 - b. Adhere to all city, county and state regulations and oversight.

I. Garages, Parking and Motor Vehicles

1. Unit Owners are permitted to park in their garage(s) and the single space in front of their garage door. Units with two car garages may park one car in front of each garage door.
2. Unit Owners are not permitted to park anywhere else on the Condominium Property including the guest parking areas for more than five consecutive hours. Unit owners are not permitted to park in guest parking between 10-pm and 7-am unless in accordance with the following exceptions:
 - a. Should you need to use the guest parking area overnight, then Email the Association Manager explaining how many nights you will use the guest parking. Include a license plate, color and make of the car. You cannot use the space until you receive written or Email approval.
 - b. Unit Owner exemptions over 10 days are subject to Board approval.
3. Limited overnight guest parking is provided in the guest parking area.
 - a. Should a guest need to use that area for more than 3 nights, in any 7-day period, Email the Association Manager. Include the license plate, color and make of the guest's vehicle and the number of nights needed.
 - b. The Board reserves the right to deny overnight guest parking.
4. Tractor trailers, commercial tractors, trailers, commercial vehicles (meaning vehicles commercially licensed or containing commercial markings) and panel trucks, road machinery, excavating

equipment, etc. are prohibited to remain on any portion of our condominium for any period of time whatsoever, except while making deliveries and performing services. Equipment remaining on site once the project is completed is not permitted. For example, a front-end loader for snow removal must be removed after snow season.

5. E-bikes, mopeds, mini bikes, motorcycles, etc. are prohibited to be left unattended outside the Unit after 10-pm.
6. Vehicles noises louder than 38 decibels measured in a Unit with closed windows for more than 10 seconds are prohibited. For example, starting a motorcycle may briefly exceed 38 decibels, but loudly revving the engine to warm it up is prohibited.
 - a. Tradesmen on condominium property working Monday to Friday from 8-am to 6-pm are exempt.
 - b. All vehicles must comply with the City of Mentor noise ordinances⁸.
7. Garage doors must be kept closed except when in use. Close the garage door whenever you can't directly monitor and see activity in your garage. Be vigilant to close your garage door after dark for pest control.
8. Unit Owners shall store boxes and use their garage in accordance with the City of Mentor Ordinances 1349.03 FIRE HAZARD PROHIBITED and 1349.04 INFLAMMABLE MATERIAL PROHIBITED⁹.
 - a. Be mindful of best practices for charging and storing E-vehicle batteries.
 - b. Consider installing a smoke alarm close to garage entrance.

J. Landscaping

1. The Association contracts with a professional landscaping service company to provide a reasonable level of service for spring and fall cleanup, grass cutting, weed control, etc. At the direction of the Board, the Management Company is the sole manager of the landscaping service. Contact the Association Manager preferably by Email for any landscaping issues.
2. The Association contracts with professional tree trimming services at times. At the direction of the Board, the Management Company is the sole manager of the trimming services. Contact the Association Manager preferably by Email for any trimming issues.

⁸ https://codelibrary.amlegal.com/codes/mentor/latest/mentor_oh/0-0-0-11417#JD_531.04

⁹ https://codelibrary.amlegal.com/codes/mentor/latest/mentor_oh/0-0-0-20822

3. Unit Owners at their expense may plant in the Limited Common Element around the Unit Owner's Unit. Gardening in your Limited Common Element is encouraged provided:
 - a. the plantings do not exceed or are trimmed to less than 3-feet high.
 - b. the walkways and driveways are completely clear.
 - c. you ensure that emergency responders are not impeded by plantings in any way and/or a child remains visible to cars.
 - d. plantings, shrubs and etc. taller than 3-feet high are subject to being cut, trimmed or removed.
4. Expect plantings in your Common Element to be damaged from time to time. The Association takes no responsibility for your garden being cut, tramped down, or otherwise abused during the growing season.
5. Expect annuals and perennials to be cut to ground level in the fall.
6. The tree that is located in front of each courtyard and just behind most of the mail boxes, believe it or not, is a mandate in our Declaration of Condominium. The Association must keep a large tree in that location.

K. Duties of the Management Company

Our condominium under the direction of the Board contracts with a professional Association Manager to conduct the day-to-day management and operation of our property. The Association Manager employed by the Management Company fields maintenance requests, prepares and distributes work orders, oversees daily activities of contractors, collects and handles correspondences from our Unit Owners, and is the initial contact person and liaison between Unit Owners, Board of Directors and the Management Company. In general, contact the Association Manager or Management Company for everything. Email is the preferred method. [see contact information](#)

Your Board hires the Management Company to perform or participate in:

1. 4 scheduled Board meetings a year and an annual meeting.
2. Keeping Association records and maintaining records relating to Unit Owner and tenant contact information, contract administration and negotiations, correspondences and business matters.
3. Assists in the implementation and enforcement of Association policies and rules.
4. Responds to correspondences from Unit Owners, Tenants, and sales agents. Completes loan questionnaires, processes escrow demands and right of first refusal requests, updates and maintains records to reflect changes in Unit ownership.
5. Interacts with contractors and monitors contractors' activities, performance and workmanship.
6. Assists the Board in formulating preventative maintenance procedures and schedules.

7. Prepares billing and collects monthly HOA fees. Supervises litigation for collection of delinquent accounts
8. Maintains accounts payable approval and disbursement under the direction of the Board
9. Compiles monthly financial reports with receipts and disbursement details.
10. Assists the Board in investing and monitoring reserve funds.
11. Assists in purchasing insurance coverage, obtaining proposals, and recommending changes. Click here for [Proof of Insurance Contact](#)
12. Assists in preparation of an annual budget
13. Performs inspections
14. Performs competitive bid procedures for maintenance and major repairs and improvements at the direction of the Board
15. Provides 24/7 voice service.
 - a. Email including pictures is the preferred contact method.
 - b. [see contact information](#) if you wish to use a phone call
16. In all cases of life, health or safety of a person call 911 first. Then call the Management Company or Association Manager.

L. Duties of the Board of Directors

The Board of Directors (Board) are elected at the annual October meeting of the Association where each Unit Owner has one vote per Unit. Nominations from the floor at the meeting are welcome. In case a Board member is unable to serve, the Board can appoint a Unit Owner to serve the vacant board position until the following October. The Board makes agreements with banks, [insurance agents](#), attorneys, tradesmen, landscapers, painters, roofers and the like including an agreement with a Management Company to oversee the Association's other agreements.

1. The Board delegates the day-to-day activities of the Association to the Management Company.
2. The Board makes the rules and policies including this handbook and delegates enforcement¹⁰ to the Management Company.
3. The Board hears appeals regarding the rules and policies and at least until the next annual election has the final word.
4. The Board works without pecuniary interests.
5. The Board welcomes Unit Owners willing to volunteer any time or to accept nominations to replace Board members whose term has expired at annual meeting elections.
6. The way to contact the Board is to contact the Association Manager. They will make appeals on your behalf; if reasonable, allow you to be anonymous; help with your appeals; schedule time for you at Board meetings and the like.

¹⁰ <https://codes.ohio.gov/ohio-revised-code/section-5311.081> Section 12 covers reasonable enforcement fees.

M. Meetings of the Association

The annual meeting is usually held the evening of the fourth Thursday of October. The location and time shall be announced well in advance. Unit Owners are strongly encouraged to attend the annual meetings where votes for Board members and other Association business are conducted.

There are 4 regular Board meetings per year. Times and place are announced in advance. Unit Owners are welcome to attend as observers and may also address the Board on a specific issue upon prior request to the [Association Manager](#) (Email preferred) to be placed on the meeting agenda. Unit Owners do not have votes at Board meetings or have a right to speak. A Board meeting may retire to an executive session with only the Board attending to discuss some matter like price negotiations where an "open" meeting is not prudent.

From time to time the Board may call a special meeting usually for a specific matter that may arise. Usually, only Board members attend special meetings.

N. Moving To or From the Condominium

Unit Owners, Tenants, and moving contractors are prohibited to conduct all activities related to moving in/out of a Unit unless between 7:00-am and 7:00-pm, Monday through Friday, 8:30-am and 5:30-pm on Saturdays and excluding holidays. Email advance notice not less than 5 business days before the move to the Management Company. Trash, packing materials, discarded furniture, etc. must be removed or stored in the Unit. Debris left outside will be removed at the Unit Owner's expense. Place the material to be removed to the side of your garage door no earlier than 6:00-pm the night before a scheduled trash pickup. Any debris not collected will be removed at the Unit Owner's expense.

O. Pets

Dogs, cats, and other household pets are permitted provided they are permitted by the State of Ohio, the City of Mentor and adhere to the following rules as well. Most of our Association rules are duplicates of the governing rules of Ohio - <https://codes.ohio.gov/ohio-revised-code/chapter-955> and Mentor - https://codelibrary.amlegal.com/codes/mentor/latest/mentor_oh/0-0-0-9102

Non-household pets that are prohibited include, but, are not limited to rabbits, livestock, fowl, poultry, monkeys, pigs, frogs, snakes, lizards, or other reptiles¹¹, horses, and wild hybrids, along with any rare or unusual pet

¹¹ Turtles weighing less than 10 ounces and lizards weighing less than 8 ounces are exempt from this restriction.

kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet. E.g., a wolf-dog mix or a miniature horse

1. Dogs – Ohio Revised Code specifies that a dog owner is held responsible for both personal injury and property damage done by their dog. Three or less dogs per Unit are permitted¹². All dogs must be vaccinated for Rabies. The annual renewal period for dog licenses is from December 1 to January 31.
2. Dogs, cats, turtles weighing less than 10 ounces, fish not likely to eat human flesh and other household pets are permitted, provided they are not kept or bred for commercial purposes and remain under control at all times.
5. Outside of Unit pets must be attended by a responsible person.
6. Pet demeanor must be docile. No one should be uncomfortable near your pet at any time or for any reason.
7. Excessive barking is prohibited in our condominium both by our rules and the City of Mentor. If necessary to stop the barking the City of Mentor can help more quickly than the Association Manager. [Call Mentor first, then the Management Company or Association Manager.](#)
8. Owners are responsible for everyone handling their pet to immediately clean up after their pet including in your Limited Common Element. The City of Mentor has a similar ordinance so carry a bag or scooper at all times while walking anywhere in Mentor.
9. Proper bag disposal is required at all times. Collect them for the weekly waste pickup. Don't toss them down sewer grates etc.
10. Picking up dog waste is not the job of landscapers. Dog waste interferes with their job and ultimately costs all of us.
11. Feeding stray and/or wild animals is prohibited. Don't feed Canada geese, ducks, squirrels, etc. These practices attract rodents. Humming bird feeders and bird seed feeders are exempt from this prohibition provided the seed feeders are placed well away from our Units so as not to attract rodents into our Units.
12. Pets are prohibited from causing or creating a nuisance or detrimental effect on the Condominium Property. The Board has the right to terminate the right of any Occupant to maintain a pet on the Condominium Property if the pet is causing or creating a nuisance or detrimental effect.
Examples of nuisance behavior or behavior that constitutes a detrimental effect for the purpose of this rule include, but are not limited to, the following:
 - a. Pets whose unruly behavior causes personal injury or property damage;

¹² https://codelibrary.amlegal.com/codes/mentor/latest/mentor_oh/0-0-0-17085 Section 44 Puppies are exempt.

- b. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;
 - c. Pets outside the Unit who are not accompanied by and under the control of their owner and on a hand-held leash capable of preventing side motion greater than two feet or the length of the pet and stopping forward motion completely;
 - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
 - e. Pets that are conspicuously unclean or parasite infested.
13. Violation of these pet rules may result in fines up to \$525 and the pet banned from our Condominium Property
- a. The first violation will result in an assessment of \$25
 - b. Succeeding violations will be assessed in \$25 increments e.g., 3rd offense will be assessed \$75
 - c. Upon 3-day written notice from the Association, a pet shall be removed from the premises if a violation remains unresolved.

P. Rubbish Collection and Removal

1. Rubbish is collected every Wednesday by a private [waste collector](#). If there is a national holiday on Monday, Tuesday or Wednesday that week then the collection shall be delayed until Thursday.
2. Trash is prohibited outside a Unit except in a bag or container not likely to break open when roughly carried or thrown by the waste collector. Bags and containers are prohibited outside the Units except from 6-pm the evening before collection until 10-pm the day of collection.
3. Unit Owners shall not, nor shall they permit anyone, to place, pour or spill any paint, oil, solvent or other volatile/flammable material into a storm sewer. Rubbish disposal containers shall be in compliance with Ohio EPA and Lake County regulations.
4. Collection of items not normally considered household waste will not be picked up. [Pre-arrange a pickup by calling the waste collector](#). The waste collector commonly picks up mattresses, furniture, etc. for a reasonable fee.
5. Loose cardboard can be difficult to collect. Tie, break down, stack or nest cardboard to ease the collection process for the waste collector.
6. Construction dumpsters are prohibited without prior approval from the Management Company.

Q. Sale of Units

1. Unit Owners shall promptly notify the Management Company of their intent to sell a Unit and provide the name and telephone number of the real-estate listing agent and escrow agent.
2. "For Sale" signs are prohibited except for a single sign no taller than 3-feet high in the Limited Common Element.
3. "Open House" signs are permitted only during the open house hours.
4. Open houses are limited to 2 per week and must not last more than 6 hours each
5. Unit Owners shall notify the Management Company once a purchase agreement is negotiated and provide the buyer's name and contact information.
6. An inspection may be performed by the Association to determine if any exterior or other unauthorized changes have been made.
 - a. The seller will be notified to return the Unit to its original condition before title transfer.
 - b. Failure to do so may result in a renovation charge to the seller to be paid out of the escrow funds due the seller at time of title transfer.
7. All agent or buyer inquiries directed to the Management Company that generate clerical and/or other fees shall be paid by the selling Unit Owner.
8. The Unit Owner shall provide to the Buyer:
 - a. The Declaration of Condominium, Bylaws and Amendments
 - b. This rule Handbook
 - c. The Declaration and Bylaws may be obtained from the Lake County Recorder or the Management Company for a fee
 - d. This rule handbook may be obtained from the Management Company. A printing fee may be assessed by the Management Company if a printout is required.
9. The Unit Owner, shall withing 30 days of the title transferring to the new Unit Owner, provide the new Unit Owner's contact information to the Management Company by Email.
10. Unit Owners and moving contractors shall conduct all activities related to moving in/out of a Unit only between 7:00-am and 7:00-pm, Monday through Friday, 8:30-am and 5:30-pm on Saturdays and excluding holidays.

R. Rental of Units

Renting/Leasing of Units is not permitted with the following exemptions.

1. Parents and children of Unit Owners.
 - a. This close family exemption ends when the family member moves from the Unit.

- b. The family member may not sub-lease
- 2. A one-time lease of no less than 12 months or more than 24 months may be granted by permission of the Board for any Unit Owner to lease their Unit.
- 3. 12 units are exempt from this prohibition having “grandfather” status as of March 2023.

Building	Unit
6101	101, 206
6131	204, 205
6151	102, 103, 106, 202, 206
6201	102
6221	102, 204

These 12 units must remain compliant with the following rules.

- a. A Unit must be rented in its entirety. i.e., not by the room.
- b. Units shall not be occupied by more than 1 single family or two individuals
- c. The lease period must not be less than six months.
- d. The lease cannot be sub-leased
- e. The Unit Owner must provide the Management Company prior to rental of the Unit:
 - 1. A copy of the lease containing a clause making it subject to the rules in all our governing documents
 - 2. The full name(s), email address(s), phone, and emergency contact information for all tenants.
- f. The Unit Owner is responsible for making the tenant(s) aware of the rules and regulations in this handbook.
- g. The Unit Owner is responsible for tenant violations of our governing documents and this handbook.
 - 1. Any penalty assessments and all other damages are also the responsibility of the Unit Owner.
 - 2. The Association will communicate to the Unit Owner any events that affect their tenants.
- h. When ownership of any of the exempt 12 units are transferred, then the new Unit Owner is then prohibited from leasing.

S. Garage, Condo, Moving and Estate Sales

All garage, condo, moving, estate, etc. sales are prohibited. The Board may grant exemption requests on a case-by-case basis. Contact the Association Manager to process your request.

T. Snow Plowing

1. Our parking lots, guest parking, and driveways are not maintained by the City of Mentor. The Bike Path on Center Street is maintained by the City of Mentor, everything else is private and maintained by the Association.
2. The Association contracts with a snow plowing company to reasonably plow our paved surfaces and most walkways when snow accumulates more than 2 inches.
 - a. This does not mean plowing will begin immediately.
 - b. Once snow has begun, the contractor may not immediately plow accumulations below 2 inches or may not immediately plow even when 2 inches in reached.
 - c. Salting is very limited. If you wish, you may salt at your own expense in your Limited Common Elements. Use calcium chloride or other non-damaging ice melts to protect your flower beds.
 - d. You are permitted to shovel in your Limited Common Elements at your own expense and risk. Pile snow off the walks and pavement. The contractor may remove snow from the sidewalks but prioritizes keeping the path clear for cars.
 - e. If possible, park inside your garage to make plowing easier, cheaper and faster for our snow plowing contractor.
 - f. Our area is subject to blowing, lake effect and drifting snow and ice. Always use caution.

U. Cable, Satellite and Antennas

Satellite dishes and antennas are prohibited from everywhere except the surface of your deck or patio. Mounting on railings, roofs, siding, poles, etc. is prohibited.

1. Currently you may purchase Cable and/or Internet service from any provider who serves the area.
2. In the future the Board may enter into an agreement with a provider for exclusive or bulk Internet and/or Cable TV. Watch this section for future developments.

V. Utilities

Each Unit Owner is responsible for the connection/disconnection and payment of their Units electric, gas, water, sewer, Internet, and telecom utilities. Any utility related problem should be reported directly to the utility service provider. The Association contracts for weekly trash pickup. [Contact Waste Collector or the Association Manager](#) for problems with trash collection.

W. Winter Precautions

1. To avoid the freezing of plumbing lines or fixtures, Unit Owner must continuously maintain heat in their Unit at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the Unit experiences a loss of heat, the Unit Owner is responsible to immediately report the problem to the Association Manager or Board Member. If a Unit will be vacant for more than 72 consecutive hours, the Unit Owner must:
 - a. Make sure all windows are shut and locked;
 - b. Open all cabinet doors where water lines and drains are located;
 - c. Arrange for a responsible person to check on the Unit to verify that the heat is on and that there are no leaks or other concerns.
2. Learn where your water and gas shutoffs are located in case of an uncontrolled leak. Many upstairs Units have their main water shutoff valve located inside their downstairs neighbor's Unit.
3. The garden hose connection in your garage was originally a "freeze proof" style. Consult a qualified plumber to ensure any replacements will survive our cold winters.
4. Keep your garage door closed at all times. In winter the small amount of protection from your closed door will keep your garage area a bit warmer.
5. If you suspect a water line is frozen, contact a trained plumber immediately to prevent the pipe bursting. Use caution. Your Unit's plumbing may be vulnerable to freezing.

X. Anti-Harassment Policy

The Association will not tolerate harassment of any Unit Owner, Occupant, employee, agent, manager, contractor, or other party for any reason, to the extent protected by Federal, State or Local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions, including Board members' living conditions, is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, violence, or inundating a person's telephone or email with excessive and unnecessary communications. The Association also prohibits threatening to cause physical harm or property damage to any Unit Owner, Occupant, employee, agent, contractor, or other party for any reason. The Association also prohibits causing harm to another individual or property. Aggressive or threatening actions and words are prohibited to be

directed at any Unit Owner, Occupant, employee, agent, manager, contractor or other party for any reason.

If a Unit Owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Board. This complaint will go straight to the Board. If a Board member is the person performing the prohibited harassment or being harassed, then contact a different Board member in writing that you feel comfortable reporting the harassment to. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

Contact Information (updated March, 2024)

For Reference Only. These phone numbers are not recommendations.

The Management Company Great Lakes Realty Company PH: (440) 946-7023 Fax: (440) 946-0862	Great Lakes Realty, Inc. Midwest Realty Advisor's, LLC 38046 Second Street Willoughby, Ohio 44094
Association Managers	Dawn Dawson - ddawson@midwestra.com Bob Dawson - bdawson@midwestra.com Monday - Friday, 8am to 5pm: (440) 946-7023 After Hours – Emergency: (440) 974-4529
Additional Association Contacts	Payment or Account Questions: Marcy Costa mcosta@midwestra.com Requests, Issues or Concerns: Tracy Lowery tlowery@midwestra.com
City of Mentor	(440) 255-1100
City of Mentor Noise and Barking Complaints	(440) 255-1234
City of Mentor business from home questions	(440) 974-5740
City of Mentor Safety Assurance Program (lock boxes etc.)	(440) 974-5765
First Energy (Electric)	(888) 544-8477
NOPEC	(855) 667-3201
Dominion East Ohio Gas	(877) 542-2630
Lake County Dept Utilities	(440) 350-2070
Major Waste Disposal Service	(440) 254-4929
Aqua Ohio (Water)	(877) 987-2782
Illuminating Company (Electric)	(800) 589-3101
Spectrum www.spectrum.net	(866) 874-2389
AT&T www.att.com/outages/	(888) 843-8417
Lake County Department of Utilities (Sewer Billing)	(440) 350-2070
Proof of Insurance Contact for Mortgage Companies, Sue Baker, Novak Insurance Email sue@novakinsurance.com	(440) 349-2120 Main (440) 945-6573 Direct dial Call w/letter from mortgage company or attach it to Email

Format for Hearing Request or Appeal

Your Name

Building Address & Unit Number

Date:

To: Board of Directors, Governor's Lake Unit Owners' Association

I am writing this letter because I received _____

I want to request an appeal or hearing for you to review _____

The reason(s) why _____

Please review this matter and schedule a time when I can answer anything further to resolve this.

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Include all of the above and Email to Association Manager or mail to Management Company.

[Return to Violation Enforcement Procedures and fines](#)

