

*Greenwood Village
Condominium No. 4
Unit Owners' Association*

Handbook of Rules and Information

Enacted: April 20, 2010

Effective: June 1, 2010

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- a. If a Unit Owner requests a hearing, the Board shall provide the Unit Owner with a written notice at least seven (7) days prior to the hearing that includes the date, time, and location of the hearing.
 - b. The Board shall not levy a charge or assessment before holding any hearing requested by the Unit Owner in a timely manner.
 - c. 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 a charge for damages and/or a reasonable enforcement assessment.
3. At the hearing, the Board and the alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence, or written notice to the Unit Owner to abate action, and intent to impose an assessment shall become a part of the hearing minutes. The assessment will be imposed by a majority vote of the members of the Board then present at the hearing. The Unit Owner will then receive written notice of the Board's decision and any enforcement assessment imposed within ten (10) days of the hearing.

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3. The entire cost of effectuating a legal remedy to impose compliance, including 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 in Section F below, an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board on any Unit Owner found in violation.

5. All costs for extra cleaning and/or repairs stemming from the violation of a Rule also will be added to the responsible Unit Owner's account.

B. Procedure

Prior to the imposition of any assessment(s) for a Rule violation, the following procedure will be followed:

1. Written notice to stop the alleged violation will be served upon the alleged responsible Unit Owner specifying:

- a. A description of the property damage or violation.
- b. The amount of the proposed charge or assessment.
- c. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
- d. A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment.
- e. A statement setting forth the procedures to request a hearing as set forth in Section F(2) below.

2. To request a hearing, the Unit Owner shall deliver a written notice to the Management Company not later than the tenth (10th) day after receiving the notice.

XI. Extended Absences

Any Unit Owner/tenant planning an absence exceeding a few days must arrange to leave a key with a Board member or a designated neighbor and notify the Management Company of the location of the key. The key will be used only in the event of an emergency and will be supervised by the Board and the Management Company.

XII. Rubbish Pickup

Rubbish pickup occurs on schedule once a week throughout the year, normally on Friday. When the week includes a federal holiday, rubbish pickup occurs on Saturday. Trash containers may be put out the evening prior to pickup and must be taken in within twelve hours of pickup.

XIII. Water Source

The source of water for Units is the City of Cleveland, Division of Water.

XIV. Assessments for Rule Violations and Enforcement Procedure

A. Scope

1. The Unit Owner shall be responsible for any violation of the *Declaration, Bylaws, or Rules* by the Unit Owner, guests, or Occupants, including tenants, of his/her Unit.
2. Any violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.

Greenwood Village Condominium No. 4 Unit Owners' Association

Handbook of Rules and Information

I. Introduction

Condominium living is somewhat different from other types of residence life. It is a shared ownership responsibility. Some first time condominium Unit Owners are surprised to learn that they are subject to Rules that govern and limit their use of certain areas of the Condominium Property. Moreover, Unit Owners have shared ownership obligations to pay promptly their share of condominium assessments, including maintenance fees, levied by the Board.

Although much of the appeal of condominium living involves escape from many of the responsibilities of owning a home such as mowing lawns and shoveling snow, condominium living does involve different kinds of responsibilities. The shared ownership responsibilities include taking an active interest in the Association, meeting and communicating with members of the Board of Directors, and being an aware and knowledgeable member of the Association.

The purpose of this *Handbook* is to explain how Greenwood Village Condominium No. 4 (Condo 4) Unit Owner's Association functions, how it is governed, and the rights and obligations of each condominium Unit Owner.

The *Handbook of Rules and Information* you have in hand is a supplement to the governing documents, and in no case does it take precedence over the principal governing documents; therefore, if there should be an inadvertent discrepancy between what is expressed in this *Handbook* and the recorded documents, the *Declaration* and/or *Bylaws* shall govern.

The *Amended and Restated Declaration of Condominium Ownership for Greenwood Village Condominium No. 4 (Declaration)* and the *Amended and Restated Bylaws of Greenwood Village Condominium No. 4 Unit Owners' Association (Bylaws)* are recorded in Summit County Records. Unit Owners are required to provide copies of these documents to the buyers when the Unit is sold. Copies are also available from the Management Company for a fee.

II. Association Membership

The Greenwood Village Condominium No. 4 Unit Owners' Association (the Association) is a self-governed, not-for-profit corporation. Each Unit Owner automatically becomes a member of the Association upon purchasing a Unit and continues that membership until such time as the Unit is sold.

Each member is entitled to exercise a voting power equivalent to the percentage of interest in the Common Elements.

The Association holds an Annual Meeting in May for the purposes of electing members to the Board of Directors and considering reports and other business related to the state of the Association. Members may vote in person or by proxy.

Serving on a committee (such as Landscaping or Hospitality) is an excellent way to become familiar with the workings of the Association and to help assure the ongoing reasonable care and maintenance of the buildings and grounds.

III. Board of Directors

An elected Board of Directors consisting of five members conducts the business affairs of the Association.

B. Rental of a Unit

1. The Board may grant permission to a Unit Owner to rent his or her Unit for a period of not less than six months. The Unit Owner must submit a written request to the Board via the Management Company.
2. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
 - a. Copy of lease;
 - b. Full name of tenant(s) ;
 - c. Names of all occupants of the Unit;
 - d. Home and business telephone number of tenant(s) ; and
 - e. Emergency Contact Information Sheet.Provision of an email address is requested but not required.
3. The Unit Owner must provide the tenant with copies of the *Declaration, Bylaws, and Handbook of Rules and Information.*
4. The Unit Owner is responsible for tenant violations of the *Declaration, Bylaws, or Handbook of Rules and Information.* The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
5. The lease document must contain a clause making it subject to the covenants and restrictions in the *Declaration, Bylaws, and Handbook of Rules and Information.*

IX. Smoke Alarms and Carbon Monoxide Detectors

All Unit Owners should have Smoke Alarms and Carbon Monoxide Detectors in working order.

X. Unit Sale or Rental

A. Sale of a Unit

1. One 11" x 14" "For Sale" sign may be placed in one window of the Unit. No other signs may be displayed.
2. The seller is responsible for providing the following to the buyer:
 - a. Copy of the *Declaration* and any amendments;
 - b. Copy of the *Bylaws* and any amendments;
 - c. Copy of the *Handbook of Rules and Information*;
 - d. Unit access door key(s) and garage door key(s); and
 - e. Garage door opener(s) and/or keypad access code.
3. At the same time as above, the buyer must provide the following to the Board of Directors and the Management Company:
 - a. Names of all Occupants;
 - b. Home and business mailing addresses;
 - c. Home and business telephone numbers;
 - d. Name, address and telephone number of any person who manages the Unit on behalf of the Unit Owner, if applicable; and
 - e. Emergency Contact Information Sheet.

Provision of an email address is requested but not required.

A. Election of the Board of Directors

At the Annual Meeting, Association members elect Board members to serve a two-year term of office. Each Board member must be an Occupant and Unit Owner or spouse. Two Board members are elected in even numbered years; three are elected in odd numbered years. Board members may be re-elected. The Board is organized by electing from among its members the following officers: President, Vice President, Secretary, Treasurer and Member-at-Large. Each Board member serves without compensation.

B. Power and Duties of the Elected Board

The Board of Directors (the Board) governs the Association. The actions of the Board are subject to the *Declaration, Bylaws*, and provisions of *Chapter 5311 of the Ohio Revised Code*. Accordingly, the Board has power and responsibility including the following:

1. Maintenance: Maintain, repair, and replace as reasonably needed the Common Elements for the health, comfort, safety and general welfare of Unit Owners. Maintenance includes reasonable painting, landscaping, snow removal, repair and replacement of the Common Elements.
 2. Finances (Fees, Assessments, Budget, and Disbursements): Make contracts, maintain a master insurance policy on the Condominium Property, levy assessments and enforcement assessments, employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
 3. Services: Provide for services including external pest control, rubbish removal, and water for each Unit and utilities for the Common Elements.
- Note: Unit Owners are responsible for providing all other services for their respective Units including sewer service.

C. Meetings of the Elected Board of Directors

The Board holds regular monthly business meetings, a notice of which is delivered to each Unit in advance. These meetings are open to all Unit Owners and invited guests.

The Management Company prepares the meeting agenda. Any Unit Owner may ask the Board to consider an item of business by submitting the item in writing to the Management Company at least one (1) week in advance of the meeting.

IV. The Management Company

On behalf of the Association, the Board retains the full services of Reserve Realty Management Company to act on its behalf in the day-to-day management of the Condominium Property. The Management Company's job includes: handling accounts receivable and payable, soliciting bids, handling Unit Owner concerns and overseeing the work performed by the various contractors hired by the Board.

Reserve Realty Management
480 W. Aurora Road
Sagamore Hills, OH 44067
reserverealty @windstream.net

Office Phone 330-467-0828
Emergency Pager 888-341-6988

Community Association Manager: Beth Wiggins
bethwiggins@windstream.net

4. Storage of flammable or hazardous materials is prohibited. This includes such items as oil, paint, propane tanks and gas products.
5. Prohibited vehicles in all common element parking areas are commercial vehicles, recreational vehicles, towed trailers, towing trailers, tow trucks, towed apparatus, tractors, or tractor/trailers, boats with boat trailers, and any inoperable or stored vehicles. Parking of commercial vehicles is permitted while the owner or driver is performing services on Condominium Property.
6. Automatic garage door openers including the remote are the property and responsibility of the Unit Owner.
7. Storage units are prohibited on the Condominium Property.

VIII. Insurance

The Association maintains a master insurance policy that covers damage to the exterior of the buildings and damage to Common Elements such as common pipes, common electrical lines, etc. Only the Board may submit claims related to the master insurance policy. If a Unit Owner believes damage to a Unit may be covered by the master insurance policy, the Unit Owner must submit a written request to the Board via the Management Company. Proof of the Association's Insurance may be obtained from the Management Company.

Each Unit Owner and/or Occupant should maintain a Condominium Owner's insurance policy (an HO-6 policy) for the Unit. Any damage done to the interior of a Unit including but not limited to floor and wall coverings, furniture and fixtures would be covered by the HO-6 policy. For example, in the event of a kitchen fire, the Unit Owner's policy would cover items such as appliances and cabinetry.

C. Pets

Dogs, cats or other household pets may be kept in the Units, provided that the pet owner conforms to the following rules:

1. Pets must be hand-leashed and under the control of a responsible person at all times when outside the Unit or when being walked to and from the pet walking areas as defined by GVCA and must never be allowed to roam the Common Elements unattended.
2. All pet owners must control their animals and immediately clean up after them at all times. It is the responsibility of the pet owner to immediately remove and properly dispose of all solid pet waste.
3. Any damage to the Common Elements, buildings or landscaping caused by the pet will be corrected and billed back to the Owner of the Unit where the pet resides.
4. Any pet that causes or creates a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three days written notice from the Board.

D. Garage Doors, Parking and Vehicles

1. Unit Owners and Occupants must utilize their own garage and garage apron for parking their own cars.
2. Visitors may utilize any of the available designated outdoor parking areas for passenger vehicles.
3. Garage doors should be kept closed for aesthetic reasons and to deter animals, trespassers and potential thieves.

A. In Case of Emergency

Reserve Realty Management is available twenty-four (24) hours a day, seven (7) days a week for emergencies that require the immediate response of our management company. Please DO NOT use this service during non-business hours unless it is an actual emergency that cannot wait until regular business hours. If the repair is not the responsibility of the Association, the Unit Owner will be billed.

Reserve Realty Management and the Association do not have the responsibility for law enforcement. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Sagamore Hills Police. Contact the Police or Fire Departments for emergencies requiring their assistance. In the case of a life threatening emergency or fire, the police and/or fire departments should be called before the Management Company.

Police emergency: 911 Non-emergencies: 330-468-0900
Fire emergency: 911 Non-emergencies: 330-467-7410

B. Maintenance Requests

All maintenance requests related to the Common or Limited Common Elements must be submitted in writing. Maintenance Request forms are available at the Management Company. Completed forms should be submitted to the Management Company by mail, email or hand delivery.

C. Record Requests

Any Condo 4 Unit Owner may inspect and/or copy Association records by appointment at the Management Company per the Records Request Policy adopted by the Board of Directors adopted by the Board of Directors.

V. Assessments and Maintenance Fees

The amount and disposition of assessments including maintenance fees are the responsibility of the Board. Such fees are assessed according to each Unit Owner's percentage of interest as defined in the *Declaration*, Article 6(B).

A. Collection Policy

1. Assessments including maintenance fees are due and payable on the FIRST (1st) of each month. Each month the Management Company sends a statement with a return envelope to each Unit Owner.
2. Payment will be considered late if not received by the tenth (10th) of the month. An administrative late charge of \$25, unless a special assessment provides otherwise, shall be incurred for any late payment and on any unpaid balance. Any payments shall be applied in the following order:
 - a. Administrative late fees owed to the Association.
 - b. Collection costs, including but not limited to reasonable attorneys' fees, incurred by the Association.
 - c. Principal amounts owed on the account for maintenance fees, special assessments, and enforcement assessments.
3. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
4. Any costs, including reasonable attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the Unit Owner's account.

D. Contract Labor

Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g., landscaper, snow plower. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company.

VII. Unit Restrictions

A. General Restrictions

1. Interior structural changes that affect the integrity of the building are prohibited without the prior written approval of the Board.
2. An Occupant, for the purposes of these Rules, is defined as anyone living in a Unit for fourteen (14) days or more.
3. Units shall be occupied and used only for residential purposes as private dwellings except as noted in Section VII. B. below.

B. Business Restrictions

No business of any type (including garage sales) is permitted on the Condominium Property. However, a Unit Owner may use part of his/her Unit as an office or studio (other than a music studio), so long as he/she does not interfere with the enjoyment or comfort of other Unit Owners and complies with all applicable zoning ordinances. Unit Owners may not use such an office or studio for the purpose of providing personal services to customers or clients who come to the Condominium Property.

5. If any Unit Owner either by his/her conduct or by the conduct of any Occupant fails to perform an action that is required by the *Declaration, Bylaws or Handbook of Rules and Information*, the Association may elect to remedy the violation. The Unit Owner shall be responsible for the entire cost of the remedy including reasonable attorneys' fees. The cost shall be due and payable by the Unit Owner immediately following notification of such charge. The Association may obtain a lien for the charge in the same manner as if it were a lien for maintenance fees and special assessments.
6. If any Unit Owner is delinquent in the payment of any fees for more than ninety (90) days, the Board may suspend the voting privileges of the Owner.

VI. Common Elements and Limited Common Elements: Use, Maintenance, and Alterations

Who is responsible for what can be confusing when living in a condominium. Becoming familiar with the definitions and responsibilities related to "Common Elements" and "Limited Common Elements" helps clear up much of the confusion. The Condominium Property consists of Common Elements and Limited Common Elements. For a complete definition of these Elements refer to Articles 1, 5 and 6 in the *Declaration*. In Addition, Article 8 of the *Declaration* addresses the responsibilities of the Board and Unit Owners.

Note: Vocabulary is changing from usage of "Common Areas and Facilities" to "Common Elements" to be consistent with language used in the Ohio Revised Code pertaining to condominium law.

A. Common Elements

The term "Common Elements" means all parts of the Condominium Property except all Units and those other areas reserved for the exclusive use of the Occupants.

7. Installation of any satellite dish/antenna on, attached to, or extending into the Common Elements is prohibited. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must call GVCA and talk to the GVCA Manager regarding satellite placement.
8. Hanging or exposing clothing, laundry, rugs or signs on any part of the Common Elements or Limited Common Elements is prohibited.
9. Items such as furniture, recreational equipment and grills shall not be left on any part of the Common Elements overnight.
10. Storage of firewood adjacent to any building wall is prohibited.
11. In accordance with the Ohio Fire Code 308.3.1 and local restrictions, operation of charcoal burners, gas grills or any other type of open-flame devices is prohibited within ten (10) feet of a multi-family building. Operation of such devices on combustible balconies and decks is also prohibited. Violations of this Fire Code should be reported to the Sagamore Hills Township Fire Marshall at 330-467-7410.
12. Maintenance of the patio, courtyard and air conditioner enclosure is the responsibility of the Unit Owner. Rubbish must not be allowed to accumulate within these enclosures.
13. All interior window treatments visible from the exterior should be properly hung and in good repair.
14. Exterior holiday decorations may be displayed three (3) weeks prior to and two (2) weeks after any holiday. Inflatable decorations are prohibited. All exterior holiday lighting must be turned off by 11:00 p.m. each night.

1. Common Elements include but are not limited to the following: foundations, supporting walls and roofs of the building; outdoor parking areas, driveways and roads; lawns, landscaping and bed areas maintained by the Association. Plantings by Unit Owners are permitted in bed areas with written permission from the Board.
2. Reasonable maintenance, repair and replacement of Common Elements are the responsibility of the Association.

B. Limited Common Elements

The term "Limited Common Elements" means those parts of the Common Elements that are reserved for the exclusive use of individual Units Owners.

1. Limited Common Elements include but are not limited to the Unit interior, windows, doors, courtyards (excluding brick walls) and courtyard gates, concrete slabs, and front walks.
2. Maintenance, repair and replacement of Limited Common Elements are the responsibility of the respective Unit Owners.

C. Rules for Common Elements and Limited Common Elements

1. Nothing shall be done in any Unit, or in, on or to the Common Element and Limited Common Elements that would impair the structural integrity of the buildings, alter the exterior appearance or interfere with the right of any Unit Owner.
2. Nothing shall be altered or constructed in, removed from or added to the Common Elements, nor shall anything be done which would or might jeopardize or impair the safety or soundness of the Common Elements.
3. Additions, alterations, or other changes in the Common Elements or Limited Common Elements must have prior written consent of the Board. (Exception: Plantings of annuals and perennials in courtyards do not require approval.)
 - a. Plans for such changes must be submitted in writing to the Board via the Management Company using the "Request for ACCES Approval" form available from the Management Company or the GVCA office. These plans shall include a written explanation of the proposed changes and a contractor's drawing or blue print. No work shall commence without receipt of written approval from the Board of Directors, the Architectural Control Committee for Existing Structures (ACCES) of the Greenwood Village Condominium Association (GVCA), and any other governing authority that may be necessary.
 - b. To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments.
4. Signs and awnings are prohibited to be affixed to or placed upon the exterior walls or roof or any part of the buildings.
5. Unit Owners are responsible for maintenance of exterior lighting attached to their unit. Only Kichler Alameda fixtures may be used to replace existing fixtures or to add additional lighting. Any additional exterior lighting requires Board approval. Only the Kichler 7" fixture Model # 9649CV may be used on the sides and backs of the Units. Only the 11" Model # 9651CV and the 14" Model # 9652CV may be used for the entryway in the courtyard. The costs of the fixtures and installation are the responsibility of the Unit Owner.
6. House numbers are installed and maintained by the Association. Unit Owners may not install additional house numbers without written Board approval.