

**HEATH LANE CONDOMINIUM
ASSOCIATION**

Streetsboro, Ohio



Rules and Information Handbook

Revised August, 2011

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HEATH LANE CONDOMINIUM ASSOCIATION

Welcome to the Heath Lane Condominium Association. We, on behalf of the Association, hope you enjoy your condominium unit. Our objective is to assure that Heath Lane remains a quality place to live. In order to accomplish this, we have established rules and regulations which apply to living in the condominium environment. These are common sense rules and regulations which take into consideration the health, safety, pleasure, and comfort of all owners and tenants who reside on Heath Lane. Remember you live in a planned community which is shared by over 400 residents. You cannot take the position that "I own this unit, and I can do anything I want to do". What you can do is limited to the inside of your unit. The outside belongs to "all of us". All of the grounds around the units are common areas and are maintained for the enjoyment of all residents.

This Rules and Regulations Booklet is not intended to be a substitute for, nor supersede Heath Lane Condominium Association Declaration of Condominium Ownership. You were furnished a copy of the Declaration when you took ownership of your unit. Supplemental Association Rules and Regulations have been adopted by the Board of Directors and are being furnished to you in this booklet in compliance with the By-laws within the Declaration.

We ask that you keep this booklet handy and that you refer to it when necessary. If something arises that is not covered in this booklet, do not hesitate to contact the management company or your Board of Directors.

Thank you,
The Board of Directors
Heath Lane Condominium Association

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MANAGEMENT ORGANIZATION

The Heath Lane Condominium Association is described in detail in the By-Laws of the Heath Lane Declaration of Condominium Ownership. The purpose of this section is to briefly describe the management organization which serves the Association.

Three (3) members are elected to a Board of Directors by majority vote of the Association members (unit owners) to oversee the physical, social, and financial management of the Heath Lane complex. The Board members serve, without compensation for their services, for a three (3) year term each. The Board members meet almost every month to discuss contracts and problems within the Association. There is also an Annual Meeting of the Association held each January at which one Board member is elected.

The Board of Directors employs a Managing Agent to actually carry out the work necessary to maintain the Heath Lane complex and the Association's financial records. The management company is:

Reserve Realty Management Co.
480 West Aurora Road
Sagamore Hills, OH 44067
330-467-0828

After hours (Emergency only): 1-888-341-6988

CHANNELS OF COMMUNICATION

The Heath Lane Board of Directors requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly regarding Association-related matters outside of Board meetings. Rather, the Board follows a simple, basic line of communication pertaining to property and all homeowner/Association matters:

If you have questions or concerns about the maintenance of the property, please direct the matter to the management company, in writing (or, if verbal, followed-up in writing).

All such communications must be directed through the management company to assure that your concerns and questions are properly addressed and answered, as Board members are *not individually responsible* for resolving Association matters and can only decide, through *Board* agreement, on issues brought to their attention by the management company

Following the Board's determining vote, it relies on the management company to carry out its decision(s) and handle all necessary communications by and between home owners, contractors and vendors.

The only exceptions to the above is (1) in case of emergency, such as a fire, you should contact the fire/police departments before contacting the management company; and (2) you should send a letter directly to the Board members concerning problems that you may have with the management company.

Reserve Realty Management normal business hours are 9:00 a.m. to 5:00 p.m. Monday through Friday. They can be reached by calling 330-467-0828 or 330-655-2272. After hours, an emergency pager is available by calling 1-888-341-6988.

(6)

Any written notice shall be delivered to the owner or occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

MAINTENANCE FEE AND ASSESSMENTS

- (1) (a) Description of the property damage or violations;
(b) The amount of the proposed charge or assessment;
(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;
(e) If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
 - (2) (a) To request a hearing, the owner shall deliver a written notice to the Board of Directors not later than the tenth (10th) day after receiving the notice. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
(b) If an owner requests a hearing, at least seven (7) days prior to the hearing the Board of Directors shall provide the owner with a written notice that includes the date, time, and location of the hearing.
 - (3) The Board of Directors shall not levy a charge or assessment before holding any hearing requested.
 - (4) The Association, through the Board of Directors, may allow a reasonable time to cure a violation before imposing a charge or assessment.
 - (5) Within thirty (30) days following a hearing at which the Board of Directors imposes a charge or assessment, the Owners' Association shall deliver a written notice of the charge or assessment to the owner.
1. Maintenance fees and 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 ten dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase without notice).
 3. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
 4. Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
 5. If any owner fails to perform any act that he/she is requested to perform by the Declaration, the By-Laws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees, of performing such cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

PARKING AND VEHICLE REGULATIONS

1. There is to be no parking on Heath Lane roadways at any time. Please be reminded that the roadways are fire lanes, and vehicles parked in the roadway are subject to towing at the owner's expense.
2. The number of vehicles per unit is limited to double the garage capacity of that unit. Single garage units are permitted to park two (2) vehicles on the property; double garage units are permitted to park four (4) vehicles on the property.
3. Homeowner's parking spaces shall consist of his/her garage and the drive area immediately in front of his/her garage. Homeowners are encouraged to utilize their garage space(s) whenever possible.
4. All vehicles owned by Heath Lane residents must be registered with the Association.
5. Guests are permitted to park on the property for up to forty-eight (48) hours. The make, model, and license plate number of any guest's vehicle that will be on the property for more than forty-eight (48) hours must be reported to the Management Company, in addition to the unit which the guest is visiting.
6. There shall be no parking of disabled or unlicensed motorized vehicles in driveways or any other common areas for more than twenty-four (24) hours.
7. Vehicle repair shall be limited to the owner's garage or driveway immediately in front of his/her garage. Vehicles shall not be under repair for more than twenty-four (24) hours outside of the garage.
8. There shall be no long-term storage of vehicles on common property. Long-term shall apply to any period greater than seventy-two (72) hours. In

2. Unit owners are always responsible for paying their maintenance fee promptly. Fees are due on the first of each month for that month. If you are unsure of the status of your account, please contact the management office.
3. Damage to any exterior common property by the unit owner, tenant, and/or guest will be repaired at the unit owner's expense. If damage is not corrected in a timely fashion, the Association will arrange for repairs at the owner's expense.
4. No construction/alterations shall begin until written approval has been granted by the Board of Directors and building permits (if required) have been issued.
5. It is the responsibility of the unit owner to report problems.

UNDER OHIO LAW, THE BOARD HAS THE POWER TO:

Impose interest and late charges for the late payment of assessments; impose returned check charges; and impose reasonable enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association, and reasonable charges for damage to the common elements or other property.

In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY a) levy an assessment for actual damages and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

Prior to imposing a charge for damages or an enforcement assessment, the Board of Directors shall give the owner a written notice that includes all of the following:

MISCELLANEOUS: No clothing or any other household fabric shall be hung outside of any unit.

No commercial truck, motor home, boat or other similar commercial or recreational vehicle, licensed or unlicensed, may be parked or stored on any street or driveway in or upon the Condominium Development except in the confines of the garage.

SATELLITE DISH RULES: If you are interested in installing a satellite dish, you can do so if it conforms with the following rules:

1. The dish must be installed in an existing mulched area for ease of landscaping.
2. The dish must be installed as low to the ground as possible.
3. Dishes may also be attached to the deck areas or privacy fences since maintenance of these areas are the unit owner's responsibility.
4. Under no circumstances is a dish to be attached to the building or roof.
5. If you want to attach the dish anywhere else, you need to get written approval from the Board of Directors.

REMINDERS

1. The Association insures the buildings and common grounds; the contents of such (storm doors, wall papers, paneling, etc.), is the unit owner's responsibility. Contact the management office for information on the insurance policy.

addition, no commercial truck, motor home, boat or other similar commercial or recreational vehicle shall be parked on the street or in any parking area and kept other than in the garage

9. Homeowners will be responsible for damage to common property caused by their vehicles.

10. Violators of the above regulations shall be subject to the following assessment schedule:

First Offense	Warning by Letter
Second Offense	\$25.00 Penalty Assessment
Third Offense	Towing of vehicle at owner's expense

PET RULES AND REGULATIONS

1. Animals must be attended and leashed on no longer than a ten (10) foot leash when being walked on Heath Lane common property.
2. Animals shall not be tied or staked in the Common Areas, nor permitted to run loose.
3. All pet excrement must be cleaned up and properly disposed of **IMMEDIATELY** by pet owners.
4. Pet owners are responsible for the cost of repairing any common property damage as a result of urination or defecation by their pets.
5. Violators of the above regulations shall be subject to the following assessment schedule:

First Offense	Warning by Letter
Second Offense	\$25.00 Penalty Assessment

Third Offense	\$50.00 Penalty Assessment
Subsequent Offenses	\$50.00 Penalty Assessment per Occurrence, and situation turned over to Association's legal counsel at violating homeowner's expense.

No animals shall be raised, bred or kept in any unit or common area for any commercial purpose. Dogs, cats or other common household pets may be kept in a unit subject to any rules that may be adopted by the Board of Directors. Owners must clean up after their pets. Pets cannot be tied in any common area and no stake poles and runs are to be placed in any common area.

**RULES AND REGULATIONS
REGARDING RENTING OF UNITS**

1. No unit shall be rented by any homeowner for transient or hotel purposes which are defined as follows:
 - A. Rental for a period of less than thirty (30) days.
 - B. Rental to an occupant which includes a provision for customary hotel services, room service, maid service and/or the furnishing of laundry services.

2. Homeowners wishing to rent their unit must furnish to the Management Company the following:
 - A. A copy of the signed lease agreement.
 - B. Name(s) of all tenants and phone numbers where they can be reached.

No furniture or appliances are to be placed permanently on common elements. Picnic tables, grills, etc. may be used on common elements but must be removed from the grass area after use and placed in the patio or deck area. Toys, tricycles, etc. may not be left in the common elements overnight.

STORM DOORS: Storm doors may be installed by unit owners with written approval from the Board of Directors. All screen/storm doors must be white and full view type doors (i.e. one solid screen or a two section door with screen).

WARNING: Because of the superior insulating properties and weather-stripping of the entry doors on your condominium, **STORM DOORS ARE NOT REQUIRED AND ARE NOT RECOMMENDED.** In fact, in certain applications, storm doors can cause excessive heat upon the entry door and its components. If this heat is not allowed to escape, the temperature of the air between the entry door and the storm door can rise to 150 degrees F. and cause damage to raised moldings and other components as well as cause blistering of the paint on its surface. Such damage is not covered by your Homeowner's Warranty.

CONDUCTING OF BUSINESS: No business is to be conducted, for profit, out of the condominium.

GARAGE SALES: Only "community" garage sales, once or twice per year are permitted. Individual garage sales are not allowed.

SIGNS: No signs, political or advertising, are permitted on common grounds or in windows of the units except as permitted in "For Sale" regulations.

GARAGE DOORS: For security and appearance, garage doors are to be kept closed and locked whenever possible. Garage contents are the responsibility of the owner/tenant.

MISC. RULES AND REGULATIONS

NOISE: Please be considerate of your neighbors with regard to noise, such as loud music, TV, animals, etc.

DECKS, PATIO, AND PRIVACY FENCES: The maintenance of any deck, patio, or fence associated with an individual unit is the owner's responsibility. When a fence is located between two units, the cost for such maintenance would be split between the two units.

RIDING OF BICYCLES: The riding of bicycles, snowmobiles, or any other small type of vehicle is not allowed in the grass areas. Riding of bicycles shall be in the paved areas only.

PARKING: The additional parking spaces are for Visitor Parking Only.

STORAGE: Nothing shall be done or kept within any unit, limited common area or common area that would result in an increase in the rate of insurance applicable for residential use as the same pertains to the condominium property, without the written consent of the Board.

No unit owner shall keep, store, or use any hazardous or toxic substance or waste (as defined by applicable law or regulation) within his/her unit, limited common area or common area without the prior written consent of the Board. Owners and occupants must not pour or spill any oil, solvent, or any other volatile or inflammable material into the storm sewers, garage catch basins, or common areas. Ohio EPA and the City of Streetsboro prohibit such dumping.

Nothing shall be stored in the patio/deck area other than patio furniture, grills, etc. The patio/deck shall be kept in a neat and orderly manner.

- C. Current address and phone number of homeowner.
- 3. Homeowners are responsible for ensuring that their tenants are familiar with the Declaration, By-Laws and Rules and Regulations that govern Heath Lane. Homeowners will be held responsible for any action(s) of their tenants which violate any of the provisions contained in these documents.
- 4. No "For Rent" signs are permitted anywhere on the condominium property.

SELLING OF UNITS

- 1. A "For Sale" sign is permitted in only one window or storm door. "Open House" signs are permitted only at the time of the open house.
- 2. Unit owners selling their unit are to notify the Association to arrange for:
 - A. Proper transfer of maintenance fees.
 - B. Explanation of the Rules & Regulations to the new owner.
 - C. Proper transfer of insurance.

ARCHITECTURAL CONTROL

- 1. No building, fence, wall or other structure shall be erected, placed, or altered within the Condominium Development until the plans and specifications showing the nature, kind, shape, height(s), materials, colors and location of the same shall have been submitted to and approved by the Heath Lane Board of Directors in writing, to assure the harmony of external design and location in relation to surrounding structures and topography.

2. Once any plan or specification is approved by the Heath Lane Condominium Association, final approval must also be received in writing from the Architectural Review Committee of the Greentree Homeowner's Association.

EXTERIOR OF UNIT

1. No changes are to be made to the outside of the units including building or landscaping without prior approval from the Board of Directors.
2. This would include planting of trees, bushes, building of deck, fences, or the attachment of any items to the building. If you wish to make a change, the change you propose should be submitted with a diagram to the Board of Directors and approval will be mailed back as soon as possible.
3. Decorative items of a seasonal nature are permitted, such as small flower pots on front stoops, Christmas decorations, and decorative wreaths (placed on doors or inside of windows only). If hung on doors, the manner in which hung must be non-destructive to the exterior of the door. Holiday decorations must be removed within two (2) weeks of the holiday. Lawn decorations and other artifacts are permitted only after obtaining written approval from the Board of Directors.

LANDSCAPING

1. There shall be no alterations to the common grounds, such as planting or removing any presently planted shrubbery or trees without the prior written consent of the Board.

2. The planting of flowers in the existing foundation beds, is allowed and is the responsibility of the unit owner to maintain (i.e. weeding, watering, etc.). Flowers are not to exceed window sill height or you may be asked to remove them. (Flowers should be an annual or bulb type).

3. No alterations to your foundation beds are permitted without the written approval of the Board of Directors. This includes, but is not limited to, the addition of any type of material, such as bricks, decorative wood, fencing, mulch, etc.

4. The planting of flowers, flowering bushes, and vegetables is permissible within the rear portion of the restricted common area along your foundation patio/deck, as long as it is within the confines of a privacy fence. These beds are not to exceed thirty-six (36) inches in width. Written permission must be secured from the Board of Directors before planting is done.

5. Any end units that have restricted common area on the side of his/her unit and wish to plant a new hedge bed must make the bed consistent with the front beds – thirty-six (36) inches in width, height of plants must be consistent, and material must be consistent (i.e. the same shrubbery, flowers, mulch, etc.). Again, all plans for adding additional beds must first be approved in writing by the Board.

6. No other gardens or beds are permissible without the written permission of the Board of Directors.

7. Everything will be mowed by a landscaping contractor, with the exception of grass areas inside a fenced patio/deck. This area is the unit owner's responsibility.