



**HANDBOOK OF RULES AND INFORMATION**

**Date Enacted May 1, 2011**

**Effective Date June 1, 2011**



## Welcome to Stone Creek Lane Condominium Association

Stone Creek Lane Condominium Association is a small community of fifty-two Units. It offers a life style of both shared responsibilities and autonomous living. The Unit Owners share in the financial responsibility of property maintenance to enjoy the other benefits life has to offer. As such, Unit Owners, Occupants, and guests accept certain freedom limitations to achieve a comfortable living style for all.

This Rules and Information Handbook has been updated by your current Board of Directors and is intended to be your daily reference tool. Using non-legal language, we have attempted to explain many of the common terms and issues covered by the Declarations and Bylaws that are filed with Summit County in the State of Ohio. It also addresses certain accepted and unaccepted practices within the community. This Handbook is intended to supplement, not replace the Declaration and Bylaws; 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.

Should you have a concern over a specific issue, you are encouraged to refer to this Handbook first for a simple explanation and/or procedure. For those of you that wish to consider exterior improvements, this Handbook also provides general guidelines as to what is and what is not acceptable. It also includes a Project Approval Request Form so that your request can be handled easily and efficiently.

This Handbook is by no means "all inclusive." If you are uncertain about a rule, do not assume. Please contact the Management Company for further clarification.

### THE STONE CREEK LANE BOARD OF DIRECTORS

Property Managed by:

RESERVE REALTY MANAGEMENT

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**REQUEST TO INSPECT RECORDS FORM – STONE CREEK LANE**

UNIT OWNER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

If the request is made through a Unit Owner's agent or attorney, please attach a copy of the Unit Owner's signed authorization of the agent or attorney's appointment.

Please list and number the Association records you wish to inspect, being as specific as possible. Please also provide the reason and purpose for the inspection request. If additional room is needed, please attach an additional sheet.

| RECORD REQUESTED | REASON AND PURPOSE OF REQUEST |
|------------------|-------------------------------|
| 1                |                               |
| 2                |                               |
| 3                |                               |
| 4                |                               |
| 5                |                               |

Preferred Inspection Dates and Times: \_\_\_\_\_

Do you anticipate making copies of any records to be inspected? \_\_\_\_\_

Do you prefer to have the records mailed to you? \_\_\_\_\_

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of Association records for any reason or purpose other than is stated herein. I agree to indemnify, defend, and hold the Stone Creek Lane Condominium Association, its Board of Directors and officers, and its property manager and managing agent, and their successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account.

DATE \_\_\_\_\_ UNIT OWNER'S SIGNATURE \_\_\_\_\_

- 17. Garage Sales
- 18. Grills and Fire Pits
- 19. Hot Tubs
- 20. Insurance
- 21. Maintenance Fee and Collection Policy
- 22. Mulch
- 23. Noise
- 24. Parking
- 25. Pets
- 26. Recreational Equipment
- 27. Rental of Units
- 28. Rubbish, Recycling, and Hazardous Materials
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## I. INTRODUCTION

Stone Creek Lane Condominium is located in Twinsburg, Ohio. Stone Creek Lane Condominium Association is a not-for-profit corporation in the State of Ohio. Construction of the Condominium Property began in 1984 and was turned over to the Unit Owners in August, 1987. The property is comprised of fifty-two Units. The street is dedicated and therefore maintained by the City of Twinsburg. The Association maintains an insurance policy for the common elements, but Unit Owners and occupants are responsible for obtaining insurance for their Unit's improvements and personal effects. The Condominium Property uses the services of the City of Twinsburg Police and Fire Departments.

As a private Condominium Property, we are governed by the recorded Declaration and Bylaws. We elect a Board of Directors from our Unit Owners; the five-member, uncompensated Board manages Association affairs on behalf of the Unit Owners. Each member serves a term of two consecutive years and there are no term limitations. Board terms are staggered so as to elect two members one year and three members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among the Directors the following officers: President, Vice-President, Secretary, Treasurer, and Member-At-Large.

The Annual Meeting of the Unit Owners for the election of Board Members must occur during the second quarter of each year and is currently held in the month of May. Regularly scheduled Board meetings are also held throughout the year and are open to all Unit Owners.

Reserve Realty Management is under contract to the Association to provide management services and to perform the administrative work of the Association including the billing of maintenance fees. The Management Company also acts as a liaison between the Unit Owners and the Board of Directors as well as with the contractors hired by the Board of Directors. Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow remover, etc. 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 requests must be submitted to the Management Company.

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## VIII. REQUEST TO INSPECT RECORDS

**Instructions:** This request form must be completed by any Unit Owner desiring to inspect or receive copies of any Association books of account, membership roster, or other Association documents. Inspections may be made during the normal business hours of Reserve Realty Management. The appointment should take place after the appropriate records are made available. This would be within seven business days after the request is received. However, under certain circumstances a request may be processed within twenty-four hours.

During an inspection, the owner may request that certain records be copied. The copies will be made available within three business days of the date they are designated. Copies that need to be mailed will be made available within two weeks. All inspection, copying, and mailing charges will be the Unit Owner's responsibility and will be assessed to the Unit Owner's account. Original records may not be removed from the inspection location.

The Association requires that the Unit Owner provide the reason for the record requested and the intended purpose of the request in order to protect Association and personal confidences when necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some of the documents, the Association may place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

VII. PROJECT APPROVAL REQUEST FORM – STONE CREEK LANE

Use this form to submit a request for any exterior change or other special request. Please type or print clearly!

- No work may begin without prior approval from the Board.
- A detailed request aids understanding and speeds the review process.
- This form and any supporting documentation must be received by the management company at least 10 days before the Board Meeting.
- A response will be mailed within a few days after the meeting detailing the Board's decision.

Unit Owner(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Request submitted for (explanation): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Use the back of this form or additional sheets of paper to provide adequate documentation to support your request. Photos and/or drawings are strongly encouraged).

II. DEFINITIONS

The section identifies commonly used terms used throughout this Handbook.

- 1. Association** – The Association is defined as a not-for-profit corporation consisting of Unit Owners; it is governed by a Board of Directors elected by the Unit Owners at the Annual Meeting. All persons who purchase Units in the Association agree to be bound by the terms and conditions outlined in Section 531.1 of the Ohio Revised Code, the Association's Declaration of Condominium Ownership, Bylaws and the Rules promulgated by the Board. This means that the Unit Owner agrees to certain restrictions and responsibilities, such as limitations on certain activities, payment of monthly maintenance fees and assessments, etc.
- 2. Board of Directors** – Stone Creek Lane Condominium Association is governed by a duly elected Board of Directors. This five-person Board draws up specifications; awards contracts for the upkeep of the Common Elements; decides policy; promulgates Rules as necessary; creates a budget annually; and oversees the financial condition of the Association. The terms are staggered so that two members are elected in odd-numbered years and three members are elected in even-numbered years. The Board members serve without compensation.
- 3. Condominium** – The term Condominium is legally defined as "joint sovereignty" where Common Elements are shared by all Unit Owners and governed through an Association. Specific Rules govern the actions of all Unit Owners, occupants, and guests of the Association. As part of the act of purchasing ownership in the development, Unit Owners agree to abide by these Rules for the common good of the group.
- 4. Common Elements** – These are those portions of the Condominium Property used by all the Unit Owners. Everything that is not a Unit or a Limited Common Element is a general Common Element.
- 5. Declarations and By-laws** – These are the legal documents that govern our Association. They define the Association, its property, and its government, as well as the responsibilities of Unit Owners and Board members. Each Unit Owner should have received a copy of these documents when signing the closing paperwork on the purchase of his/her Unit.

**VI. IMPORTANT ADDRESSES AND TELEPHONE NUMBERS**

**6. Limited Common Elements** – These are Common Elements that are limited to use by the individual Unit Owner(s).

**7. Maintenance Fees** – An assessment, sometimes called an association fee, is a dollar amount paid each month by the Unit Owner to cover a proportional share of the common expenses of the Association. Each Unit Owner's fee is based on his/her percentage of ownership as it compares to the total annual income requirements of the Association. Your exact monthly fee is calculated using the following formula: (Percentage of Interest) x (Annual Budget Total) ÷ 12 Months.

**8. Management Company** – An agency that is contracted by the Association to provide services and to perform the administrative work of the Association including the billing of maintenance fees. The Management Company also acts as a liaison between the Unit Owners and the Board of Directors as well as with the contractors hired by the Board of Directors. The Management Company assigns a manager to assist in the day-to-day operations of the Association.

**9. Percentage Interest** – The percentage interest of ownership represents the amount that a Unit Owner owns of the Common Elements. The percentage interest for each Unit can be found in the Declaration. The percentage interest for the Units was determined by the developer. To change the percentages of interest requires 100% consent of the Unit Owners.

**10. Reserves** – Per state statute, the Board must adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations, without the necessity of special assessments, unless the reserve requirement is waived annually by a vote of the majority of Unit Owners based on percentage interest.

**11. Unit** - The portion of the Condominium Property that you own and where you live. Each of the Units consists of all of the space bonded by the interior surfaces necessary to form a complete enclosure of space including the drywall. This also includes windows, doors and utility fixtures within the Unit to the point of disconnection from the structural body of the building. The person who owns a Unit is referred as a "Unit Owner."

**Reserve Realty Management**

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 480 West Aurora Road  
 Sagamore Hills, Ohio 44067  
 330-467-0828 • 330-655-2272 (M-F, 9:00 – 5:00 p.m.)  
 Fax 330-467-6845  
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**Emergency Numbers**

|              |                                      |
|--------------|--------------------------------------|
| 911          | Emergency Police/Fire/Medical        |
| 800-362-9922 | Akron Regional Poison Control Center |
| 330-643-2181 | Summit County Sheriff                |
| 330-928-1185 | State Highway Patrol – Akron         |
| 888-341-6988 | Reserve Realty Management            |

**Non-Emergency Numbers**

|              |                                     |
|--------------|-------------------------------------|
| 330-425-1234 | City of Twinsburg Police Department |
| 330-963-6256 | City of Twinsburg Fire & Rescue     |
| 330-425-7161 | Twinsburg City Hall                 |
|              | Ward 2 City Council                 |



### III. CHANNELS OF COMMUNICATION

#### ASSOCIATION RESPONSIBILITIES

- Address signs and placards
- Common Element and Limited Common Elements Insurance
- Common Elements
- Contractors for the Association (those hired for the Association such as landscaping)
- Creek maintenance
- Critter control (e.g. chipmunks)
- Exterior concrete repair
- External pest control
- Front lights
- Front and side (not back) shrub bed maintenance
- Gazebo
- Gutter and roof maintenance
- Kick boards (underneath door kick plates)
- Lawn maintenance
- Painting of the Units
- Reasonable snow removal from driveways, culs-de-sac, gazebo
- Retaining Walls for the Association
- Shutter and siding maintenance
- Streetlight malfunctions (Ohio Edison)
- Water and sewer lines beyond the Unit

#### CITY OF TWINSBURG RESPONSIBILITIES

- Critter Control (such as Mosquitoes)
- Noise Disturbances
- Parking on the city street
- Rubbish pickup and recycling
- Solicitation Permits
- Street maintenance and street snow removal (SCL is a dedicated street)

The Board of Directors consists of five individuals who are Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's scheduled meeting.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors, and vendors. All communication with contractors needs to be addressed through the Management as the contractors are employed by the Association not individual Unit Owners. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

#### IV. GENERAL RULES

1. **Amendments to the Documents** – The governing documents may be amended from time to time by a vote of the Unit Owners. In most cases, it requires seventy-five per cent (75%) of the voting interest to approve an amendment.
2. **Annual Meeting** – Stone Creek Lane Condominium Association is a not-for-profit corporation in the State of Ohio. One requirement of such a corporation is to hold an annual meeting for making reports to the stockholders (Unit Owners) and for electing members to the Board of Directors. To hold a legally constituted meeting, there must be at least fifty percent (50%) of the voting interest present either in person or by proxy.  

The Annual Meeting is normally held in May of each year at the Twinsburg Public Library. Notices are sent to all Unit Owners of record along with a proxy for the convenience of those Unit Owners who are unable to attend the meeting.
3. **Bicycles and Tricycles** – May be ridden on lawns or left outside in Common Elements.
4. **Board Meetings** – The Board of Directors usually meets every other month. Although subject to change, the meeting dates are set for 6:30 P.M. at the Twinsburg Community Center. Except in rare cases, Board meetings are open to all Unit Owners. Notices for the meetings can be found in community newsletters and maintenance fee statements.
5. **Business** – An occupant may conduct a business from his/her Unit provided that all necessary permits are provided to the Management Company and the Unit Owner receives prior written approval from the Board. The Unit Owner shall comply with the following:
  - a. The business cannot interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant.
  - b. The business does not involve the regular or full-time service of any employee in the Unit other than the Unit Owner or Occupant.

#### V. LIST OF RESPONSIBILITIES

The following is a list of basic responsibilities of the Unit Owner, the Association, and the City of Twinsburg. The list by no means represents every possible situation.

##### UNIT OWNER RESPONSIBILITIES

- Air-Conditioning Units
- Back shrub beds
- Cleaning Fireplace and Chimney
- Damage Caused by Guests, Occupants, or Family Members
- Dryer Vent Maintenance
- Insurance (Personal Property, Personal Liability, Casualty Insurance)
- Interior Pest Control
- Landscaping damage by pets
- Outside Faucets
- Payment of Maintenance Fees
- Personal Contractor Damage
- Providing Management Company with changes of home and business phone numbers for Unit Owners and Occupants
- Replacement and Upkeep of Doors (Including Garage) and Windows
- Retrieving newspapers in a timely fashion
- Satellite Dishes
- Shoveling Entry Walkways
- Some critter control (e.g. mice)
- Upkeep of Fences
- Upkeep of season rooms, patios, and decks

available for a small fee from the Summit County Recorder or the Management Company.

- e. Upon sale, the new Unit Owner must provide (1) names of all Occupants; (2) home and business mailing addresses; (3) home, business, and emergency telephone numbers; (4) sales price; (5) mortgagee

**31. Satellite Dishes** – Federal law prohibits associations from forbidding the installation of satellite dishes in exclusive use areas. Any Unit Owner contemplating the installation of a satellite dish is encouraged to contact the Management Company for information specific to Stone Creek Lane. At all times, the following regulations must be followed.

- a. The satellite dish may not be installed in Common Elements.
- b. Attachment to the exterior siding of a Unit or any roof area is prohibited.
- c. Satellite dishes are to be placed in Limited Common Elements.

**32. Solicitations** are prohibited without license from the City of Twinsburg. Solicitors who do not have permits should be reported to the police.

**33. Windows, screens, and skylights** are the responsibility of the Unit Owner. Broken glass, broken Muntin bars and torn screens must be repaired and/or replaced by the Unit Owner after obtaining Board approval (see Project Approval Request Form). If sensible repairs dictate a complete window replacement, an identical replacement must be used. Unit Owners are responsible for all window cleaning.

- a. If you need to replace windows, you must also replace the Muntin bars (Mullions). These are the cross pieces in the windows that make the single pane of glass resemble smaller panes of glass.

c. The business does not result in pedestrian or other traffic whether from the general public, existing or new clients, or other business invitees, to or from the Unit.

d. The business use does not result in the Unit becoming principally an office as distinct from a residence or the Unit developing a reputation as an office, which includes, without limitation, not using the Unit address as the contact or mailing address for any business or commercial activity, including advertising.

e. The business use does not result in regular, meaning more than once a week or more than four times a month, deliveries brought to or taken from the Unit in conjunction with business use.

f. Signs are prohibited to be displayed around the unit.

**6. Chimneys/Fireplaces** – Some Units have approved fireplace/chimney installations. Since a fireplace/chimney serves only the Unit Owner/Occupant, the chimney cleaning is the responsibility of the Unit Owner. It is recommended that the chimney flue be inspected annually and cleaned as necessary. Remember, excessive build-up in the flue can cause a fire.

**7. Clotheslines** – Clothes, sheets, blankets, laundry of any kind or other articles are prohibited to be hung out or exposed on any part of the Common Elements. Clotheslines are prohibited.

#### **8. Complaint Procedure**

a. Complaints against anyone violating the Rules must be submitted to the Management Company in writing and must contain the date, signature, Unit number and telephone number of the individual filing the complaint.

b. The Management Company will, in most instances, contact the alleged violator after receipt of each written complaint; and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.

c. If the reasonable efforts to gain compliance are unsuccessful, the responsible Unit Owner will be subject to enforcement assessments as contained within the enforcement procedure.

**9. Damage to Units** – Damage is defined as intentional or accidental changes in the appearance or function of the property, including but not limited to buildings, land, gazebos, and plantings. This applies to Unit Owners, their families and their guests (invited or uninvited), Occupants, and contractors hired by Unit Owners.

a. Damage shall be repaired in a timely manner at the expense of the Unit Owner. If repairs or arrangements for repairs are not accomplished in a timely fashion, the Management Company will secure contractor services to make the necessary repairs and will bill the Unit Owner.

b. Contractors hired must restore the item to its pre-damaged state in an expedient and workmanlike manner; any additional damage caused by the contractor is the responsibility of that contractor. If a Unit Owner's contractor refuses to make the repairs, the cost of additional damages will be the Unit Owner's responsibility.

c. Interior Unit modifications must be performed by a professional, licensed contractor who shall carry worker's compensation and liability insurances. Prior to beginning any modification, a Unit Owner must provide the Board with the name of the contractor, proof of license and insurance, and obtain the Board's prior written approval.

**10. Decorations** – A decoration is defined as any temporary item used to change the look of the exterior of a Unit. The Board of Directors is charged with reasonably maintaining the Association's community feel. This means that the looks of the fronts of all Units should be consistent. In addition, as it is impossible legislate taste, the following Rules and guidelines are in effect:

a. Any decoration, regardless of its acceptability, is prohibited to be attached to the siding, gutters, or other structures of the building(s).

b. **Banners or Windssocks** are prohibited in the fronts or sides of the Units. One 3' x 5' banner may be flown from a patio or a deck.

c. **Flags** – One standard-sized (3' x 5') American flag may be flown from the designated holder attached to the gazebos or on a deck. The flag must be removed and/or replaced once it is worn, faded, and/or tattered.

e. If a Unit Owner (either by his or her conduct or by the conduct of any Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules, 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 attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge 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.

**30. Sale of a Unit** – The following guidelines for the sale of Unit are governed by the Declarations as well as state and local ordinances.

a. One "FOR SALE" sign may be placed in the Unit window only. "For Sale" signs are prohibited from being displayed in the Common Elements (grass, driveway, streets, etc.). One "OPEN HOUSE" sign is permitted at the entryway during open house hours only and must be removed immediately thereafter. Please advise your real estate agent of these restrictions before contracting with him/her to sell/list your Unit.

b. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

c. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.

d. The seller is responsible for providing the following information to the buyer. (1) Copy of the Declaration and Bylaws and any amendments; (2) Copy of this handbook; (3) Unit access door key(s), mailbox keys, and garage door keys; (4) garage door openers where applicable. Copies of current documents are

- b. All costs for extra cleaning and/or repairs stemming from any violation will be added to the responsible Unit Owner's account.
- c. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or 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 against an owner in violation. If a Unit Owner has not complied after two months or if the assessment has reached \$1,000.00 the Board may correct the violation and then charge the expense of the correction work back to the Unit Owner.
- d. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
- (1) Written notice(s) will be served upon the alleged responsible Unit Owner specifying: (a) a reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment; (b) A description of the property damage or violation; (c) the amount of the proposed charge and/or enforcement assessment; and (d) a statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- (2) To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice to the Management Company which must be received no later than the tenth day after receiving the notice required by item E below. (a) If a Unit Owner timely requests a hearing, at least seven (7) 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, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed. (b) At the hearing, the Board and 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 enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

d. **Hanging Baskets** – Only two Shepherd's crook garden hangers are permitted in the front shrub beds. All other baskets are prohibited.

e. **Holiday Decorations** – Decorations for holidays may be put up one week prior to the holiday and must be removed within two days after the holiday.

f. **Holiday Lights** – Lights treated for outdoor use may be displayed before two weeks before the holiday and must be removed two weeks after. If extreme weather conditions prevent removal, the lights should remain off. Unit Owners are prohibited from climbing the sides of the building or Unit or place themselves in dangerous situations on Association Property to hang lights.

g. **Landscape Lighting** is prohibited.

h. **Lawn Decorations** – Lawn ornaments of any nature and yard art prohibited, both in the front and the back.

i. **Signs** – Signs, with the exception of real estate signs (see Sale of Unit) are prohibited to be posted on the Common Elements or in Unit windows.

#### 11. Decks, Patios, Porches, and Stoops

a. Wooden decks and patios can be installed once granted written approval from the Board of Directors. Detailed plans and written specifications should be submitted along with a *Project Approval Request Form*.

b. Decks, patios, porches, and stoops are prohibited to be used as storage spaces. They are to be kept neat and uncluttered and in good repair.

c. All decks must be stained in a natural wood tone color.

#### 12. Doors

a. The front entrance door of each Unit is the responsibility of the Unit Owner. Touch up painting must only be done using the approved color (Sherwin Williams Latex Paint: SW2307 Red Barn; SW2264 Newport Blue; SW2014 Beatrix Brown; SW2193 Eglet Beige).

b. The installation of storm doors is not recommended by the entrance door manufacturer; however, they may be added at the Unit Owner's risk after Board written approval. The storm door must be a "full-view" or "3/4 view with kick plate" style. Prior to purchasing and installing the storm door, a formal written request must be submitted to the Management Company with a *Project Approval Request*.

c. Garage doors are the responsibility of the Unit. Garage doors should not be left open for an extended period of time to discourage intruders.

Original garage doors are a wood hollow-core/4-section/flat smooth panel design. If you wish to replace your existing wooden door, a Clopay Steel Door is permitted after a written *Project Approval Request* has been approved by the Board. Raised panels, recessed panels, wood embossed panels and windows of any type are prohibited. It is the responsibility of the Unit Owner to maintain color uniformity within the Association: Sherwin-Williams Row House Tan or Light Beige should be indicated on the request.

Any door that does not meet Association guidelines will be required to be removed and replaced at the Unit Owner's expense.

**13. Dryer Vents** – Dryer vent cleaning and maintenance are the responsibility of the Unit Owner. The City of Twinsburg does not permit dryers to be vented into a garage.

**14. Exterior Changes and Appearance** – The exterior appearance of the Unit may not be changed without the prior, written consent of the Board of Directors. All intentions to make exterior changes must be submitted in writing to the Management Company prior to implementation, even when the Unit Owner is seeking to replace old damaged components with an exact duplicate. Detailed plans and written specifications should be submitted along with a *Project Approval Request Form*, ten days prior to the Board meeting. Please be aware that the request may require the Board members to view the area in which the change is proposed. *(continues on the next page)*

**26. Recreational Equipment** – Play/sports/recreation equipment must be cleared daily from the Common Elements and stored within the Unit.

**27. Rental of Units** or leasing a Unit by individuals other than immediate family is prohibited except as stated in the Declaration and Bylaws. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an Owner to lease his/her unit to a specified renter for a period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The hardship exception may in no event be extended beyond the twenty-four (24) month period. Leasing for transient or hotel purposes or providing for roomers/boarders is prohibited.

**28. Rubbish, Recycling, and Hazardous Materials**

a. Hazardous waste is prohibited on all parts of the Condominium property. Contact Household Hazardous Waste Recycling Center of Summit County at 330-374-0383 for more information.

b. Special bins have been provided by the City of Twinsburg to separate recyclable materials for disposal. Recycle Bins should be returned to your Unit after pickup as soon as possible. Contact Twinsburg City Hall at 330-425-7161 for more information.

c. To keep our community as attractive as possible, rubbish containers are not to be put out earlier than the evening before the contractor's scheduled pick-up (Tuesday). Trash containers must be returned the same day after pickup.

d. Littering is prohibited. Occupants must pick up any debris left around your Unit. This is the responsibility of every Unit Owner and Occupant.

**29. Rule Enforcement Procedure** – The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guests, or the Occupants, including tenants, if any, of his/her Unit.

a. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.

that if they are delinquent that their rights have been suspended and will be reinstated only upon payment in full. (4) Upon verification of payment in full, the Board should reinstate the Unit Owner's right to vote and/or use the amenities.

**22. Mulch** – The Board mulches front flower/shrub beds and tree rings on a regular schedule. Unit Owners wishing to add additional mulch are free to do so as long as they use double-shredded, dark brown mulch.

**23. Noise** – Living in a condominium community requires an extra bit of consideration for your neighbors due to sheer proximity. Your actions can and often do affect your neighbors. Noise that causes a nuisance or a disturbance is prohibited. This includes loud music, noise from vehicles, or pets. Residents are encouraged to contact the Twinsburg Police Department (330-425-1234) after an attempt has been made to contact the person creating the disturbance.

**24. Parking** is only permitted in your garage or immediately in front of your garage door. The garage must be used as the primary parking space(s). Parking is permitted in the cul-de-sac, as that could restrict use by other occupants and emergency vehicles. If at any time you require additional parking (such as during move-in), please contact the Twinsburg Police Department (330-425-1234) to seek temporary permission to park on the street as the City of Twinsburg prohibits parking on all streets at all times.

#### **25. Pets**

- a. Pets may be kept by Unit Owners as long as they are not kept, bread, or maintained for any commercial purpose.
- b. Unit Owners must maintain liability insurance for any pets that go outside the Unit.
- c. All dogs and cats must be on a hand-held leash when outside the Unit (Twinsburg Ordinance). Cleaning up behind your pets is a must; cold weather is not an excuse to avoid disposing of waste.
- d. If, as an occupant, you have a complaint about someone not cleaning up, please follow the complaint procedure found in this handbook; for concerns about dangerous pets, contact the Twinsburg Police Department.
- e. Dog damage must be corrected by Unit Owners; repairs performed by the Association will be billed to the Unit Owner.

a. Storage sheds, gazebos, awnings, and any type of permanent recreational equipment that cannot be taken inside the Unit are strictly prohibited on Common and Limited Common Elements.

b. Swings/swing sets are prohibited on Common and Limited Common Elements.

c. Only Unit Owner(s) who are current in all fees and assessments may submit a request for a modification to the Common or Limited Common Elements.

**15. Fences** – Privacy fences for decks may be added or modified after prior written approval has been obtained from the Board.

- a. All fences must be dog-eared style board on board to ensure uniformity on both sides.
- b. Fences must be no higher than six feet (6 ft.) off the ground.
- c. All City of Twinsburg fence regulations must be followed.
- d. Stain colors must be the same as the deck color.

**16. Flower Beds** - Foundation flower/shrub beds are maintained in a uniform manner by the Association and can only be changed at the discretion of the Board of Directors.

- a. The creation of additional flower beds is prohibited as they require significant upkeep with which future Unit Owners may not want to be burdened. Unit Owners in violation of this policy will be billed for the cost of removal.
- b. Unit Owners may add a touch of color during the growing season. The planting of *annual flowers* in front beds is permitted, but to protect a level of uniformity, as well as security, the growth height of these flowers must not exceed the bottom of the first floor window sills.
- c. Bulb-type flowers, such as tulips and daffodils are permitted in front beds. Please remember that they may be accidentally exposed when the landscaper is tending to the beds as part of the normal maintenance program. Although the landscapers will make every effort not to disturb such planting, neither the Association nor the landscaper can be responsible for any damage.

d. Adding shrubs and trees to beds is prohibited.

e. Unit Owners are responsible for the upkeep of beds in the back of their Units. Unit owners who are not able to maintain these beds will have the beds reclaimed.

17. **Garage Sales** are prohibited. Unit Owners who are in violation of this clause will be subject to a \$250 fee.

18. **Grills and Fire Pits** – The Ohio Fire Code prohibits propane and gas fueled cooking devices and fire pits within ten (10) feet of multi-family buildings or combustible decks. Revised Section 308.3.1 of the Ohio Fire Code now allows charcoal barbecue grilling if the following conditions are met:
- a. Unit Owner obtains approval from the City Fire Chief or designee.
  - b. The grill and/or fire pit is attended by an adult at all times when in operation.
  - c. A portable fire extinguisher approved by the City Fire Chief and meeting federal requirements for safety is located within the cooking site.
  - d. All non-structural material (such as furniture, patio umbrellas, etc.) are moved to a location 10 feet from the cooking site.
  - e. Any violations should be directed to the City Fire Department.

19. **Hot Tubs** are prohibited outside of a Unit.

20. **Insurance** – The Association purchases an “original installations” casualty insurance policy that covers all common elements, limited common elements, and all items within a Unit originally installed (such as fixtures, sinks, cabinets, carpeting, etc.). Unit Owners are responsible for personal property insurance, personal liability insurance, and causality insurance for any improvements made to their Units. Sewer backup insurance is also recommended.
- a. Only the Board may submit claims against the Association Insurance Policy.
  - b. Individual insurance coverage should coincide with the Association’s insurance policy. For more information, please contact the Management Company.

21. **Maintenance Fee and Collection Policy** – The annual budget, which guidelines the spending of the Association, is prepared based on Maintenance Fee (Assessment) collection. The annual budget is approved by the Board of Directors for the upcoming year prior to December. This budget total is then utilized in calculating each Unit Owner’s maintenance fee obligation.

- a. All assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the tenth (10<sup>th</sup>) of the month. Returned check fees will be charged back to Unit Owners. Direct debit is also available through the Management Company.
- b. An administrative late charge of \$20.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
- c. Any payments made shall be applied in the following order:
  - 1) Interest and/or administrative late fees owed to the Association.
  - 2) Collection costs, attorneys’ fees incurred by the Association.
  - 3) Principal amounts owed on the account for common expenses and assessments.
- d. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
- e. Any costs, including 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 amount owed by the delinquent Owner.
- f. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities. The following procedure will be used to suspend Unit Owner(s)’ Rights:
  - (1) Identify the account(s) of Unit Owner(s) with balances more than 30 days delinquency.
  - (2) At the Board meeting, a motion should be passed to suspend the rights of all delinquent Unit Owner(s) and their Occupants to vote and/or use the amenities.
  - (3) The Management company will notify all Unit Owners