Welcome to Greenwood Village Condominium No. 2 ("Condo No. 2") Unit Owners' Association ("Association"). We hope you enjoy your Unit. The objective of the Association is to reasonably maintain the Condominium Property as a pleasant place to live. To accomplish this, the Board of Directors ("Board") has adopted this Handbook which pertains strictly to living at Condo No. 2.

These are common sense Rules, which take into consideration the reasonable health, safety, and comfort of all Unit Owners and Occupants at Condo No. 2 and are not meant to replace the Declaration of Condominium Ownership and the Bylaws for Greenwood Village Condo No. 2 as recorded in Summit County Records at Volume 5109, Pages 211 et seq. Copies are available for a fee from the Recorder's office or Management Company. The Board has not presumed to cover every possible situation in this Handbook. 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.

The Board and the Management Company have a duty to enforce the Rules, Declaration, and Bylaws.

We ask that the Handbook be accessible. Refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact the Management Company or the Board.

Board of Directors Greenwood Village Condominium No. 2 Unit Owners' Association This meter is located on the back wall of the Building closest to that unit. The meters are in a group of six (6) and configured like the line-up of the six Units. If the breaker switch in the small box beside or below the meter is out of position, it should be pushed back into the "on" position.

Washing Machine Hose Connection

It is recommended that the water always be turned off when the washing machine is not in use. This decreases the likelihood of a hose wearing out, rupturing and causing water damage.

IN CASE OF EMERGENCY

The Board retains the contracted services of Reserve Realty Management ("Management Company"). The Management Company is available 24 hours a day, seven days a week for emergencies that require immediate maintenance response. Please **DO NOT** use this service during non-business hours unless it is an actual emergency which cannot wait until regular business hours. If the repair is not the responsibility of the Association, the Unit Owner will be billed.

The Management Company and the Association do not have the responsibility for law enforcement at Condo No. 2. 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 department should be called immediately.

Police 911 or 330-468-0900 for non-emergencies

Fire 911 or 330-467-7410 for non-emergencies

Management Company

Reserve Realty Management 480 W. Aurora Road Sagamore Hills, OH 44067 Office@reservemgmt.com

Office Phone 330-467-0828 Emergency Pager 216-903-4109

Condo No. 2 Association Manager – Nichole Costa, CMCA ncosta@reservemgmt.com

A. Formal Description of Condo No. 2 Association

The Association is a self-governed, non-profit corporation legally known as "Greenwood Village Condominium No. 2 Unit Owners' Association". 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 ownership in the Common Elements. Members may vote in person or by proxy.

B. Board of Directors

As a private Condominium Property, we are governed by the recorded Declaration and Bylaws. We elect our own Board of Directors from our Unit Owners and the Board reasonably manages Association affairs on behalf of our Unit Owners. There are five (5) Board members who each serve, without compensation, for a term of two (2) consecutive years. 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 its Board members the following officers: President, Vice-President, Secretary, Treasurer, and At Large. The power and authority of the Association is exercised by the elected Board of Directors. The actions of the Board are subject to the Declaration, Bylaws and the prescriptions of Chapter 5311 of the Ohio Revised Code. Accordingly, the Board has the power and authority to make decisions regarding the maintenance, finances, and utilities of the Common Elements.

The Association holds an Annual Meeting for the purpose of electing members to the Board of Directors and to consider reports and other business concerning the state of affairs of Condo No. 2.

- 1. Signs provided by the Board regulating the use of Common Elements, or giving directions may be posted on the Common Elements.
- 2. Only one professionally prepared sign may be placed in the interior window of a Unit that is for sale or rent. The sign may not be larger than four (4) square feet.
- 3. Open House signs are permitted during the time of the Open House. The approved sign must be secured from the Greenwood Clubhouse.

Sport and Recreational Equipment

- 1. All sport and recreational equipment must be cleared from the Common Elements as well as the Limited Common Elements daily. Under no circumstances are decks, patios, porches, and hallways to be used to store these items. These items must be stored within the Unit Owner or Occupant's Unit or their assigned garage space.
- 2. Skateboards and skateboard ramps are prohibited on the Condominium Property.

Unit Electric Supply Systems

There are two (2) areas that house electric circuit breaker systems for each Unit.

- 1. The electric circuit breaker panel is in the furnace room of each Unit. If there is not an area wide electrical outage, when electricity fails in any part of an individual Unit, the breaker panel is opened and the toggle switch that is out of position should be switched back to the "on" position.
- 2. If the entire Unit loses electricity and there is not an area wide electrical outage, the Unit Owner or Occupant should check the main electrical switch on the meter for each Unit.

TABLE OF CONTENTS

Welcome Letter	2
In Case of Emergency	3
Formal Description of Condo No. 2 Association	4
Board of Directors	4
Monthly Meetings of the Elected Board of Directors	5
Meeting Agenda	5
Unit Owners Participation in the Meeting	5
Channels of Communication	5
Definition of Individual Units	6
Definition of Common Elements	6
Definition of Limited Common Elements	6
Items Requiring Board Approval	8
Sale or Rental of Unit	8
Maintenance Fees	9
Collection Policy	9
Policy Related to Payments Outstanding	11
Rules for Common Elements and Limited Common Elements	11
Complaint Procedure	13
Enforcement Procedures and Assessment for Rule Violations	14
General Rules and Information	16
Business	16
Cable & Satellite Television	16
Contractors	17
Damage to Units and Common Elements	17
Furnace & Air Conditioning Care	18
Garages	18
Garage Sales	19
Grill Usage on Ground Floor Levels	19
Grill Usage on Second or Third Floor Balconies or Decks	19
Insurance	20
Lawn, Shrub, Flower Beds & Tree Maintenance	21
Noise	21
Parking	22
Pets	23
Preventative Maintenance	23
Rubbish Removal	24
Sewer Lines	24
Signs	24
Sport & Recreational Equipment	25
Unit Electric Supply Systems	25
Washing Machine Hose Connection	26

The Rules in this Handbook are subject to modification, additions and deletions. Formal notification of any changes will be mailed to each Unit Owner. It is ultimately the responsibility of Unit Owners to keep Occupants of their Units informed of the Rules.

Rubbish Removal

- 1. Collection bins for disposable rubbish are located in designated areas in each of the garages. Rubbish pickup occurs three (3) times a week throughout the year.
- 2. All garbage is to be contained in sealed, plastic bags. Large cartons must be flattened before putting them into the bin.
- 3. Occupants wishing to dispose of oversized items such as appliances (the Freon must be recaptured from a refrigerator before it can be removed by the trash hauler), furniture and old fixtures that cannot fit into the collection bins should be marked for pick up and the trash hauler called for requested pick up. Since the Board periodically renegotiates the rubbish contract, contact the Management Company for the current telephone number. There is a charge for bulk pickup which will be the responsibility of the Unit Owner or Occupant.

Sewer Lines

The sanitary sewer is common to an entire building. This makes it imperative that everyone follow common sense rules. Nothing but human waste and toilet tissue should be flushed down the toilet. Items put in the garbage disposals should be cut small enough for easier handling. Fibrous materials should be thrown in the trash. Always run the water a full minute after using the disposal.

<u>Signs</u>

No sign or advertising of any nature shall be displayed on any portion of the Condominium Property except:

C. Monthly Meetings of the Elected Board of Directors

The Board of Directors holds its regular business meeting on the third Wednesday of every month. No meeting is held in December. The meetings are held in the Greenwood Village Clubhouse at 7:00 PM. Regular meetings of the elected Board are open to all Unit Owners, Occupants and their invited guests.

D. Meeting Agenda

The meeting agenda is prepared by the President with the assistance of the Management Company. Any Unit Owner may ask the Board to consider an item of business by notifying the Management Company at least 72 hours in advance of the meeting. Written concerns and complaints submitted to the Management Company will be automatically brought before the Board for discussion and action.

E. Unit Owners Participation in the Meeting

Unit Owners are encouraged to attend meetings of the Board. Time is set aside immediately following the call to order for voicing Unit Owner concerns. However, once the concerns of Unit Owners are heard, Unit Owner participation is limited. Only members of the Board may raise issues, comment on the business under discussion, make motions, and vote on the motions. The minutes of the meetings are available to the Unit Owners at the offices of the Management Company.

F. Channels of Communication

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 Association's Unit Owners, Occupants, contractors, and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing.

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 may send a letter directly to the Board members concerning problems that you may have with the Management Company.

G. <u>Definition of Individual Units</u>

Units consist of space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings. This includes everything built and installed for the individual use of the Unit Owner. It is the Unit Owner's responsibility to repair and maintain their Unit space.

H. <u>Definition of Common Elements</u>

Common Elements are those areas of the Condominium Property generally outside the confines of the individual Unit, including hallway, stairs, land, foundations, exterior and supporting walls, hot water tanks, driveways, walkways, and roofs. Reasonably maintenance and repair of the Common Elements are the responsibility of the Association.

I. <u>Definition of Limited Common Elements</u>

Limited Common Elements are Common Elements designated specifically for the exclusive use by each Unit Owner or Occupant. This includes patios, decks, balconies, doors, doorframes, plumbing, heating, windows, and screens. The Association has

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

- 1. The right of a Unit Owner or Occupant to maintain a pet in a Unit shall be subject to termination upon three (3) days written notice if the Board determines that the pet constitutes a nuisance or creates a disturbance to other occupants.
- 2. Pets are prohibited to run loose on the Condominium Property. All animals, when outdoors, must be kept on a hand-held leash and under the control of a responsible person.
- 3. Pet owners are responsible for immediately cleaning up after their pets.
- 4. Pets may not be tethered in the Common Elements, or tied to a deck or housed outside of a Unit.
- 5. Pet owners will be held liable for all damage caused by their pets to any Common Element including, but not limited to, shrubs, bushes, trees, patio fencing, and grass.

Preventative Maintenance

Some Units have chimneys that are approved for the burning of fire wood. Unit Owners or Occupants are responsible to service the chimney as required. This includes cleaning. Chimneys should be cleaned and inspected at least every two years.

3. If action is not taken to reduce the noise to an acceptable level, contact the Sagamore Hills Police Department.

Parking

- 1. Unit Owners and Occupants must use the garage and the area immediately in front of the garage as the primary parking areas. Boats, trailers, motor homes, recreational vehicles, trucks, campers, travel trailers, inoperable or abandoned vehicles, or any vehicle with commercial advertising or truck plates, are prohibited from being parked in the primary parking area of the Condominium Property.
- 2. Overnight parking by Unit Owners, Occupants and guests must be in the garage or on the Common Element parking lot and they must abide by the posted parking signs. Overnight street parking is prohibited throughout the Greenwood Village Community.
- 3. Each Unit Owner or Occupant is entitled to the exclusive use of the assigned, indoor, single parking space and two (2) storage lockers located over the parking space. Storage beneath the lockers shall be restricted to a 4' X 8' area. The XXX lockers and the space beneath them is Common Element. Additional parking and locker space may be rented from the Association by contacting the Management Company.
- 4. Flammable, combustible or hazardous materials are prohibited to be stored in the garages.
- 5. The Association maintains the parking lots. Repairs made for any damage to the parking lot area by a Unit Owner, Occupant or their guests will be assessed to the Unit Owner.

control over how the Limited Common Elements are used and maintained. The Association has the right to determine what can be stored or placed in or on Limited Common Elements. Maintenance and repair is the responsibility of the Unit Owner.

- 1. Modifications of Common Elements and Limited Common Elements are prohibited without the prior written consent of the Board of Directors. Plans for proposed modifications relating to design, uniformity and control must be submitted to the Board in writing. These plans shall include a written explanation of the proposed changes and a contractor's drawing or blueprint. Work is prohibited to commence without receipt of written approval from the Board, the Architectural Control Committee for Existing Structures (ACCES) and any other government authority which may be necessary. Since the Board meets only once a month and does not approve plans at other times, you must not give your contractor the "go ahead" without written approval from the Board. If work is done without the Board's written approval, you will be asked to return the Common Elements and/or Limited Common Elements to its original condition at your expense.
- 2. Damages to any Common Elements or Limited Common Elements caused by Unit Owners, Occupants, guests, pets, personal employees or contractors are the responsibility of that Unit Owner. All necessary repairs or replacements incurred by the Association shall be billed to that Unit Owner.
- 3. Exterior and interior modifications and/or alterations that will impair the structural integrity or would structurally change the Buildings, Units, garages, or grounds are prohibited.

J. Items Requiring Board Approval

- 1. Structural changes to the appearance of the Common or Limited Common Elements, such as windows and doors.
- 2. Addition of decks, patios and landscape lighting.
- 3. Addition of trees, shrubs, plants, and flower beds. Mulch applied by Unit Owner, other than that provided by the Association's contracted landscaper for Unit Owner installation.
- 4. Grilling on second or third floor balconies or decks.

For all items requiring Board written approval, project approval request forms should be obtained from the Management Company. Only Unit Owners who are current in all fees and assessments may submit a request for an exterior modification.

K. Sale or Rental of Unit

1. Sale of Unit. In the event that a Unit Owner decides to sell their Unit, the Unit Owner shall provide the Board with written notice of the sale, along with its terms and the name and address of the proposed buyer. The Board must receive such notification no later than thirty (30) days prior to the transfer of title. 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. The seller is responsible for providing the following information to the buyer: copy of Declaration and Bylaws, and any amendments; copy of the handbook; Unit access door key(s), mailbox, and garage door key(s); and garage door opener.

- 1. It is the responsibility of the Board to contract for landscaping maintenance. Weeding of the flower and shrub beds in the foundation areas of the buildings is contracted by the Board as part of the landscape maintenance program.
- 2. The Unit Owner or Occupant is responsible for maintenance of any Board approved additional shrubs, plants or trees added at his/her expense.
- 3. It will also be the responsibility of the Unit Owner or Occupant to repair or replace any or all of the above that are destroyed due to negligence by Unit Owner, Occupant, their guests, or pets.

Noise

All Units share at least one common wall with a neighbor. Sounds travels and not everyone enjoys the same type of music, nor does everyone share the same routine. Appliances, such as vacuum cleaners, dishwashers, garbage disposal units, washers and dryers, can produce sufficient noise to be just as disturbing as television, radio, and music systems. Unit Owners and Occupants are requested to observe a voluntary 11:00 PM to 8:00 AM noise curfew. Close individual Unit front doors by hand rather than letting them slam by themselves. Slamming doors can be heard throughout the hallways housing the Units.

- 1. Noxious or offensive activity is prohibited to be carried on in any Unit or the Common or Limited Common Elements, nor shall anything be done to become an annoyance or nuisance to others.
- 2. If noise is excessive, contact the party or parties creating the disturbance.

- 3. The Unit Owner or Occupant must keep all combustible materials at least five feet away from the grilling device when in use.
- 4. The Unit Owner or Occupant must keep a copy of the Fire Marshal's modification on site and available at the request of any code official.

The grills on any level must be attended by an adult at all times when in use.

Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of 330-467-7410.

Insurance

Each Unit Owner or Occupant should maintain an insurance policy for the interior of the Unit. The Association's master insurance policy will replace the structure, common pipes, common electrical lines, etc. The real need for the HO-6 policy comes in to play when there is a roof leak or a kitchen fire or a broken pipe. The Association is responsible for repairing the roof, but damage done to the interior falls to the Unit Owner or Occupant's policy. In the event of a fire in your kitchen, your policy would be responsible for the appliances and cabinetry. If you have improved your Unit, add the value of the improvement to you HO-6 policy.

Only the Board may submit claims against the master insurance policy.

Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone number of the Association's Insurance Agent.

2. Rental of a Unit. The Board may grant permission to Unit Owner to rent the Unit under the hardship amendment of the Declaration. The rental will be for a period of not less than four (4) months, or more than twenty-four (24) months. The Unit Owner must provide the Board with a copy of the lease and provide the tenant with a copy of the Rules. The lease document must contain a clause making it subject to the covenants and restrictions in the Declarations, Bylaws, and Rules. The tenant must abide by the Rules as if the tenant were the Unit Owner. The Unit Owner shall be responsible for rule enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against the tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant. Unit Owners who purchased their property prior to December 31, 1987, are exempt from this amendment.

L. Maintenance Fees

Maintenance fees are based upon the percentage of ownership as found in the Declaration. The disposition of these fees is the fiduciary responsibility of the Board who uses the funds to reasonably operate and maintain the Common and Limited Common Elements that are not the responsibility of the Unit Owners. The Board uses these fees to pay for insurance, utilities such as electricity, water, sewer, and rubbish removal, and maintenance consisting of lawn care, reasonable snow removal, hallway cleaning, repair and replacement of common elements such as building and garage roofs, tuck pointing, etc.

M. Collection Policy

1. All maintenance fees are due and payable on the first day of the current month. Unit Owners may pay the maintenance fee in advance. A monthly statement is sent to each Unit Owner with a return envelope provided by the

Management Company. Maintenance fees are due on the first of each month whether or not you have received a bill. Checks are to be made payable to Greenwood Condo No. 2 and are deposited in a specially designated account. Fees and any outstanding balances are deemed to be late after the 10th of the month. To avoid late fees, a Unit Owner may take advantage of the Direct Debit program offered by the Management Company by contacting their office. The maintenance fee is charged directly to the Unit Owner's bank account on or about the 8th of the current month.

- 2. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance outstanding. The late charge is subject to increase upon further notice.
- 3. Any payments made shall be applied in the following order: administrative late fees owed to the Association; collection costs, attorney's fees incurred by the Association; principal amounts owed on the account for common expenses and assessments.
- 4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
- 5. If any 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 attorney 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.

Garage Sales

Individual and collective garage sales, estate sales, and tag sales are prohibited.

Grill Usage on Ground Floor Levels

- 1. All grills used on ground floor levels must be at least 10 feet from all combustible materials.
- 2. An operational portable fire extinguisher must be located at the cooking site.

Grill Usage on Second or Third Floor Balconies or Decks

Initially, the Unit Owner or Occupant must obtain written permission from the Board to grill on balconies or decks. See "Items Requiring Board Approval" on Pages 7 and 8 of this handbook. Permission may be granted if the following four (4) conditions are met.

- 1. The Unit Owner or Occupant must obtain approval in writing from the local fire code official. To obtain this approval, the grill must have a fuel supply piping system that is connected to the building and the gas pressure must be limited to two (2) pounds per square inch or less. Propane storage tanks or cylinders are prohibited.
- 2. The Unit Owner or Occupant must have a portable fire extinguisher on site and readily available for use whenever they are grilling.

Furnace & Air Conditioning Care

- 1. Most furnaces have a filter that should be changed or cleaned at least once each quarter. This saves on energy as well as enabling the furnace and air conditioner to work more efficiently.
- 2. Each air conditioner is part of the furnace unit. There is no separate condenser. There is a trough beneath the condensing unit with a hole that leads to flexible tubing that runs from the condenser to a drain. During the summer months, you should check the trough and the tubing weekly to prevent any blockage.
- 3. Occupants must leave furnace room doors unlocked for access to a hot water tank or water line shut-off valve. There must be no storage of flammable, combustible or hazardous materials in the furnace rooms.

Garages

- 1. Garage door remote openers are the property and responsibility of the Unit Owner or Occupant. If yours doesn't work, try changing the battery. If the remote opener needs to be replaced, it is the Unit Owner or Occupant's responsibility to do so. Don't close the garage door with the remote until you have a clear view of the garage door. You might be closing it on someone. All garage doors must be closed after leaving the Building.
- 2. Only Unit Owners and Occupants may use the car wash facilities in the garages to clean their vehicles. Users of these facilities must clean and remove debris from around the drains and turn off the water at the supply line after washing their vehicles.

N. Policy Related to Payments Outstanding

- 1. If a Unit Owner's account is thirty (30) days past due, the matter may be turned over to an attorney for collection.
- 2. If the matter is not settled within the next thirty (30) days, a lien may be placed on the unit.
- 3. Foreclosure upon the unit may be pursued at the discretion of the Board if the previous actions did not remedy the situation.
- 4. Any cost, 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 Unit Owner.
- 5. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the voting privileges of the Unit Owner.

O. Rules for Common Elements and Limited Common Elements

- 1. Nothing shall be done in any Unit, or in, on or to the Common Elements and Limited Common Elements ("Elements") which would impair the structural integrity of the Buildings, or would alter the exterior appearance of the Building.
- 2. Nothing shall be altered, constructed in, removed from, or added to the Elements, nor shall anything be done which would, or might, jeopardize or impair the safety or soundness of the Elements.

- 3. Clothing, laundry, rugs, towels, signs, flags, pennants, or banners are prohibited to be hung over, aired or dried over patio fences, balcony railings or exposed on any part of the Common Elements.
- 4. All recreational equipment must be stored in the Unit when not in use. Patio furniture may be left on decks, patios or balconies.
- 5. Other than small welcome mats (3' x 2'), articles of personal property are prohibited to be placed or stored in building entrances or hallways. The welcome mats must be kept clean and in good condition. Do not use sisal mats. Any mats that become unsightly will be removed and stored.
- 6. Unit Owners are responsible for maintaining and painting their patio fences. Unstained wood must not be left exposed for more than one year for curing purposes. Rotted wood must be replaced. All patio fences must conform to the original building specifications.
- 7. The installation of plastic coverings on the exterior of the windows, doors and air conditioners is prohibited. Violators will be notified by the Board and instructed to remove the covering. Violators who fail to comply within three (3) days of formal notification will be liable for the cost of removal.
- 8. Pouring or allowing the spillage of oil, solvent or any other volatile or flammable material into the storm sewers is prohibited.
- 9. Garage storage rooms shall be kept clean, orderly and items should be marked with the Unit Owner or Occupant's name and Unit number.

or disconnection of services are the Unit Owner or Occupant's responsibility.

Contractors

Unit Owners are responsible for the interior maintenance of their Units. Contractors who are hired to do repair, remodeling, or restoration in your Unit shall perform such work only between the hours of 8:00 AM - 7:00 PM, Monday through Friday, and 9:00 AM - 6:00 PM on Saturdays. Work is prohibited to be done on Sundays. Unit Owners who undertake to do such work themselves shall abide by the same hours.

Damage to Units & Elements

- 1. Damage is defined as intentional or accidental changes in the appearance or function of the Condominium Property, including buildings, land, trees, shrubbery and plantings, etc.
- 2. Damage of such items will be repaired in a timely fashion at the expense of the Unit Owner.
- 3. If repairs are not performed in a time period that the Board deems to be acceptable, the Board will have the option to have the damages repaired and assess the Unit Owners for said repairs.

Examples:

- Broken windows, whatever the cause.
- Damage to a Unit or grassy Common Element caused by a Unit Owner, Occupant or guest's vehicle.
- Electrical fire due to Unit Owner or Occupant overloading an electrical circuit.
- Water damage due to negligence.

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.

c. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

R. General Rules and Information – (alphabetical)

Business

Business, industry, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise is prohibited to be conducted, maintained, or permitted on any part of the Condominium Property.

Cable & Satellite Television

- 1. Cable television is available to Unit Owners and Occupants. The service is provided by Time Warner.
- 2. Any Unit Owner or Occupant contemplating a satellite dish/antenna must call Greenwood Village Community Association and talk to the manager for satellite placement and submit a request to the Board for approval. Satellite dishes are prohibited on the decks or balconies.
- **3.** Cable and satellite television is a private agreement between the Unit Owner or Occupant and the cable or satellite company. Expenses involved with the installation

- 10. Littering is prohibited. Unit Owners and Occupants are asked to help keep our Condominium Property beautiful. Rubbish, debris and any other unsightly materials are to be placed in the garage rubbish bins.
- 11. Any item or action that jeopardizes the safety of Unit Owners and Occupants and that will increase the insurance to any Buildings or Units is strictly prohibited.
- 12. Smoking is prohibited in Building hallways or garages. Do not throw eigarette butts on the lawns or in the shrubbery.

P. Complaint Procedure

- 1. Policy and procedure cannot replace courtesy and the need to communicate with neighbors/Unit Owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each Occupant.
- 2. 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.
- 3. The Management Company will, in most instances, contact the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
- 4. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure
- 5. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

Q. Enforcement Procedure and Assessment for Rule Violations

- 1. 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, of his/her Unit.
- 2. 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.
- 3. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible Unit Owner's account.
- 4. In addition to any other action and if applicable, in accordance with the procedure outlined in Section 5 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.
- 5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

14

- a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 - i. If applicable, a reasonable date by which the Unit Owner must cure the

- violation to avoid the proposed charge or assessment; and
- ii. A description of the property damage or violation; and
- iii. The amount of the proposed charge and/or enforcement assessment; and
- iv. 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.
- b. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item 5-a above.
 - i. If a Unit Owner timely requests a hearing, 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, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - ii. 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