

IMPORTANT NUMBERS

Sagamore Hills Township

Safety Center

11551 Valley View Rd.
Sagamore Hills, OH 44067
Phone: 330-467-0900

Sagamore Hills Police

EMERGENCY 9-1-1
Non-Emergency: 330-468-0900

Fire Department

EMERGENCY 9-1-1
Non-Emergency: 330-467-7410

National Poison Control Center

Phone: 800-222-1222

Urgent Care – Sagamore Hills

863 W. Aurora Rd.
Sagamore Hills, OH 44067
Phone: 330-468-0190

Dominion East Ohio Gas

Phone: 216-361-2345

Ohio Edison

Phone: 800-433-8201

Windstream Telephone

Phone: 330-656-8200
Service: 611

Rubbish Collection

Waste Management

Phone: 800-343-6047
Tuesday & Friday pick-up

Coinmach Laundry

Phone: 330-467-2296

Northfield Post Office

10377 Valley View Rd.
Macedonia, OH 44056
Phone: 330-467-5117

Nordonia Hills Schools

9458 Olde Eight Rd.
Northfield Center, OH 44067
Phone: 330-467-0580

Northfield Library

9370 Olde Eight Rd.
Northfield Center, OH 44067
Phone: 330-467-8595

Title Bureau/License Bureau

10333 Northfield Rd., Ste. 156
Northfield, OH 44067
Phone: 330-468-1155

Insurance

State Farm Insurance

7770 Brecksville Rd.
Brecksville, OH 44114

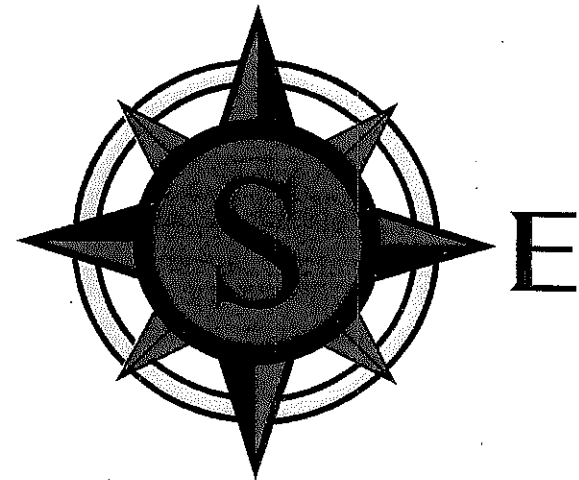
Dennis Rango, Agent

Phone: 440-526-6745

Recycling Center

Located next to Sagamore Hills
Township Safety Center
Newspapers, steel cans, glass
and plastic
Open 7:30am to 7:30pm

SAGAMORE EAST CONDOMINIUM ASSOCIATION



POLICIES & INFORMATION

APPROVED: January 14, 2012
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Welcome to the Sagamore East Condominium Association. We hope you enjoy your Unit. The objective of the Association is to reasonably maintain Sagamore East as a pleasant place to live. To accomplish this, the Board of Directors has adopted this Handbook which pertains strictly to living at Sagamore East Condominium in a community association atmosphere.

These are common sense rules and regulations which take into consideration the health, safety and comfort of all Unit Owners and Occupants at Sagamore East and are not meant to replace the Declaration of Condominium Ownership and Bylaws. The Board has not presumed to cover every possible situation in this Handbook. Reasonably preserving the clean, attractive appearance of the condominium property is a goal shared by all, as it will maintain and enrich the value of our Units.

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

We ask that you keep this Handbook handy. 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 a Board member.

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.

Board of Directors
Sagamore East Condominium Association

IN CASE OF EMERGENCY

The Management Company and the Association do not have the responsibility for law enforcement at Sagamore East Condominiums. 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 BEFORE the Management Company.

Police 911 or for non-emergencies 330-468-0900
Fire 911 or for non-emergencies 330-467-7410

Management Company

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

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

Community Association Manager—Beth A. Wiggins, CMCA, AMS
bethwiggins@windstream.net

The Management Company is available 24 hours a day, 7 days a week for emergencies that require immediate 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.

BOARD OF DIRECTORS

As a private Condominium Property, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our Unit Owners and the Board 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 members the following officers: President, Vice-President, Treasurer, Secretary and Assistant Secretary.

The Annual Meeting of the Unit Owners for the election of Board members is held in the month of February each year. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend a Board meeting should check with the Management Company to verify the date, time and meeting location.

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, contractors and vendors. If you have questions or concerns about the maintenance of the 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 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.

EXTERIOR MODIFICATION POLICY

Since the conception of the Sagamore East Condominium Association, pursuant to our Declaration and Bylaws, it has always been policy that any changes to the exterior of the buildings be approved by the Board. These changes include not only Common Elements, but Limited Common Elements as well. (i.e. patios, sidewalks, etc.)

To initiate a change in the exterior of our buildings the Unit Owner must first make a written request to the Board of Directors. After consideration, an appropriate response will be provided the requester. If the Board approves a request, the permission granted will be specific to the written request made. Any deviation from the original proposal must receive the explicit sanction of the Board.

In addition to the general policy regarding modifications to the buildings' exterior, the Board has never, nor does it intend to permit the following:

- The placement of any animal or human figurine, out of any material whatever, on any portion of the Common Elements or Limited Common Areas. If any owner or renter places such an item on a patio, etc., he/she will be asked to remove it. In the event it is not removed, it shall be removed by the Board and stored for a period not to exceed thirty (30) days. The owner may request its return during the thirty day period.
- While permission to erect a patio has been granted to

several owners, specific approval must be received each time a unit owner proposed to build such an addition.

- One fireplace installation has been approved by the Board. Future requests may be granted provided that they conform to all Code specifications, and the installation is being accomplished by a qualified contractor.

GENERAL RULES AND INFORMATION (alphabetical)

Air Conditioners

Air conditioners are to be self-evaporating or have a catch basin with a drain tube to redirect the water to prevent it from dripping onto balconies, decks and patios or common area building and walkways. The drain tubes are to be clear or painted to match the brown building and should lead directly from the air conditioning unit to an appropriate place at ground level/landscaping. If the tubing/conduit already installed on the common building is insufficient or not functioning properly please notify the management company.

A/C Unit Installation – Bedroom Windows

The following conditions must be met:

- Plywood cannot be used. Installation must be done with a minimum of ¼" thick Plexiglass
- The air conditioning unit cannot be installed earlier than May 15 and must be taken out by September 30 of each year
- The air conditioning unit must be painted to blend in with the building (color-Tudor Brown)

The Unit Owner must submit a written request for permission to make the installation, prior to doing so.

Balconies

Unit Owners are not to hang clothing, blankets, towels, etc. on the outside of the balconies.

Car Washing

The drive at the West end of "A" Building has been designated for washing cars. Please do not wash cars in front of the buildings.

Clean Up

Owners are responsible for disposing of their cigarette butts and trash. Do not litter the balconies, patios and common areas.

Flower boxes and planters on the upper balconies must have drip/catch basins or be moved for watering so water and dirt is not dropped onto the patios below.

Repeat violators of this common sense, common courtesy rules will be fined.

Door Mats

It has been long-standing policy that the only items to be used for interior door mats are products manufactured specifically for that purpose. Carpet remnants are inappropriate.

Laundry Room Doors

Please be advised that laundry room doors are **NOT** to be propped open. These are fire doors which **MUST BE CLOSED** in order to serve their purpose.

Litter

You may occasionally see some of your neighbors picking up loose papers and discarded beer cans on our grounds. While this is a condominium and we pay maintenance fees for exterior landscaping and cleanup, our maintenance people are only on the premises once a week. A little extra effort by everyone, throughout the week, will

preserve a litter-free view from our windows.

Occupancy Limit

No more than two (2) persons per bedroom in any Unit shall be permitted as permanent Occupants ("permanent" means more than thirty (30) days out of each twelve (12) month period.

Occupancy Restriction

No person who is adjudicated to be a sexual predator or habitual sex offender and required to register with a designated registering agency, may reside in or occupy a Unit for any length of time.

Outdoor Furniture & Ornamentation

Winter weather takes its toll on outdoor furniture and ornaments. If you have outdoor articles which are in disrepair, or are significantly rusted, please repair or remove these items to preserve the exterior beauty of our Association. While the Board has never been overly restrictive with respect to Unit Owners' use of their Limited Common Elements (outdoor patios and gardens), the Board does have a right to regulate the appearance of these areas, particularly if the Board determines that true "eyesores" exist.

Outside Faucets

The water supply to the outside faucets needs to be shut off inside your unit and then the outside faucet opened to drain any water out so it does not freeze.

The one bedroom units have the shut off in the kitchen and the two bedroom unit has a shut off valve behind a removable panel on the outside wall of the main bedroom.

Parking Policy

This truly is one of the few problems we have in our pleasant condominium association. A few individuals continue to park their vehicles in their neighbor's reserved

spaces, or in visitor parking. Please remember that **VISITOR** parking is just that. These spaces are for temporary, short-term guests of the Association residents. Unit Owners and their family members should use the parking on the West side of the "B" building parking lot.

Unit Owners in violation of the simple parking policy are warned verbally and in writing. The Board will take sterner enforcement measures with repeated violators which can include fines and towing.

1. **A violation of the parking regulations shall have occurred upon one or more of the following:**
 - a. Whenever a resident or a resident's guest parks their vehicle in a reserved parking area not belonging to the respective resident's unit.
 - b. Whenever a resident or resident's guest parks their car in a designated visitor parking spot, intended for short-term parking only. Short-term parking does not mean overnight parking.
2. **Fines**
 - a. First violation – the party committing the offense will be sent a warning letter
 - b. Second violation – second warning letter
 - c. Third violation, and each subsequent violation - \$50 fine, not to exceed \$50 per day.
 - d. The offender shall be defined as the Unit Owner who owns the automobile, or the Unit Owner whose guest violates the policy, or the Unit Owner whose tenant or tenant's guest violates the parking policy.
3. **Verification**

Any and all violations of this policy must be reported to a member of the Board of Directors for verification. Upon proper verification, the Board Member should contact the management company to report the offense.

4. Litigation

The Board reserves the right to sue anyone violating this parking policy in law or in equity in Small Claims Court or in the Court of Common Pleas, and the offending party will be liable for the payment of all attorney's fees and court costs.

The above policy is designed to eliminate the improper parking of vehicles in reserved areas or in visitor parking spots designated for short-term guest parking only.

PLEASE INFORM ALL OF YOUR GUESTS OR TENANTS OF OUR PARKING POLICY AND INFORM THEM THAT THEY MAY PARK THEIR VEHICLE ON THE WEST SIDE OF THE "B" BUILDING PARKING LOT.

Pets

No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements or facilities.

1. **First notification of violation** – the party committing the offense will be sent a warning letter, giving 3 days to remove the pet and must verify the fact with a Board member that the pet has been permanently removed.
2. **Second notification of violation** - \$50 fine.
3. **Third violation** and each subsequent violation - \$50 fine, not to exceed **\$50 PER DAY**.

These fines will be added to the Unit Owners maintenance fee balance. If a Unit Owner does not comply, the Association may proceed with legal action as appropriate to fulfill the intent of the Associations governing documents, rules and regulations.

Pool Rules

The Board of Directors has installed a spring-loaded self-locking gate to insure that the pool is locked at all times. At **NO TIME** should the gate be propped open. The pool entrance will be at the **WESTERN GATE** only. No key is necessary to open the gate. Simply reach over the fence to work the inner latch.

- There is **NO LIFEGUARD ON DUTY**. Swimming will be at your own risk.
- There are to be **NO GLASS** objects in the pool area.
- Any items left inside the pool area overnight shall be disposed of. This includes chairs, towels, rafts, etc.
- There will be **NO RUNNING OR HORSEPLAY** in the pool area for the safety of everyone. **DIVING IS NOT PERMITTED**.
- If there are any disturbances in the pool or its area, the perpetrators will be asked to leave and are expected to comply.
- Everyone is responsible for insuring that the gates of the pool are closed at all times.
- Guests are limited to three (3) per unit without prior permission of the Board of Directors. **THE UNIT OWNER/RESIDENT MUST BE PRESENT**. For more than three (3) guests, Unit Owner must obtain prior permission from the Board by submitting a written request, not less than two (2) days prior.
- Children of Unit Owners may use the pool provided they maintain orderly conduct and are **ACCOMPANIED BY A UNIT OWNER / RESIDENT** at all times. If they are causing a disturbance, they may be asked to leave by any resident of this Association. Disorderly conduct is defined as yelling, screaming, splashing, running and/or excessive noise.
- **The Pool closes at DUSK**.

Pool privileges shall be revoked for any owner more than

one (1) month delinquent in payment of maintenance fees or assessments.

The Board of Directors looks forward to everyone's enjoyment of the pool facilities. They are confident that each resident will act to insure the facility's safe operation.

Porches

If you have a painted porch adjoining your unit, spring is the time to determine if it requires repainting or re-staining. Please note that this is the individual Unit Owner's responsibility. If your porch does require treatment, and you would like to paint the wood to match our buildings, the approved colors are Redwood and CedarTone. Otherwise the porch must be repainted in its existing color.

Rentals

No unit shall be leased by a unit owner to others as a regular practice for business, speculative, investment or other similar purpose. Unit Owners who purchased their property prior to February 7, 1980, are exempt from this amendment.

Rubbish Disposal

The Board of Directors asks that each Unit Owner cooperate to reduce the volume of trash that is thrown away due to the high cost of trash removal and additional charges incurred. Here are several suggestions to help in this regard:

- Break down all cardboard boxes to reduce space
- Use disposals for food waste
- Compact and tie trash securely in plastic trash bags before placing them in the dumpster.
- All trash must be placed in the dumpster. No air conditioner units can be placed in the trash.
- Take recyclables to drop off center – see list.

Trash pick-up is on Tuesday and Friday.

Snow Removal

The snowplow contractor will clear the driveways and parking areas when 2 inches or more of snow has accumulated. The contractor also will be shoveling and salting the sidewalks. The main drives will be cleared around 6 am and again by 3:30 pm for snow accumulated prior to these times. The contractor will return in mid-morning to clear the parking areas.

If you are not using your car on a regular basis, please move it periodically so the snowplow contractor can clean the reserved parking areas. Also, when cleaning off your car, please do not clean the snow onto the sidewalks.

Automobiles should not be parked over the sidewalks. This inhibits our ability to properly clear the walks of snow. We also request that you park your cars as straight as possible so as not to encroach on an adjacent space.

Heed the ice! For your safety, please walk cautiously, paying particular attention to accumulations of ice and slush. While our parking lot is plowed and the sidewalks shoveled, it is not possible to eliminate all natural accumulations of ice.

Storage Rooms

All items kept in the storage rooms should be closeted in the individual lockers. Any items left on the storage room common element floor are subject to being removed and disposed of without notice.

Windows and Doors

Windows are not to be kept open for ANY length of time when the temperature is below 45 degrees. The only exception would be in the case of an emergency such as to alleviate smoke from an oven or stove, when the windows or screen doors may be opened briefly until the smoke/emergency has been cleared. Special permission may be required from the Board of Directors/Management Company at which time a fee will be paid to offset the current price of gas to cover the heat loss that the open window or

door causes. A \$50 fine will be assessed for each unapproved incident up to \$50 per day.

If your unit is consistently too warm and your thermostat does not seem to be able to adequately control, you may need to temporarily shut off your zone valves. If you have difficulty with this or think there is a malfunction, ask the Management Company or a Board Member for information.

Winter Hints

The following ideas will help you keep your condominium unit warmer and our heating bills lower:

- Cover the exterior of your air conditioner to eliminate cold drafts. Covers are available at hardware and discount stores for this purpose.
- Weather-stripping around the interior of the windows and doors will eliminate drafts.
- Insulated draperies will further add to the prevention of heat loss.

COLLECTION POLICY

- A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
- B. An administrative late charge of twenty five dollars (\$25) 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. Administrative late fees owed to the Association
 2. Collection costs, attorney's 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 owner.
- E. 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 owner.
- F. If any 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 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 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, 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.
- G. Pool privileges shall be revoked for any owner more than one (1) month delinquent in payment of maintenance fees or assessments.

COMPLAINT PROCEDURE

Complaints against anyone violating the Rules must be made to the Management Company in writing and contain the signature of the individual filing the complaint. The Board and/or Management Company will in most instances contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the enforcement procedures outlined in this handbook.

**ENFORCEMENT PROCEDURE AND ASSESSMENT
FOR RULE VIOLATIONS**

- A. 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.
- B. The Board shall have the right to proceed 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.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible Unit Owner's account.
- D. 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 per occurrence, or if the violation is of an ongoing nature, per day, **MAY** be levied by the Board against a Unit Owner in violation.
- E. 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; and
 - b. A description of the property damage or violation; and
 - 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 which must be received by the Board not later than the tenth day after receiving the notice required by Item E – above.
 - a. 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
 - 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 with thirty (30) days of the hearing.
3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.