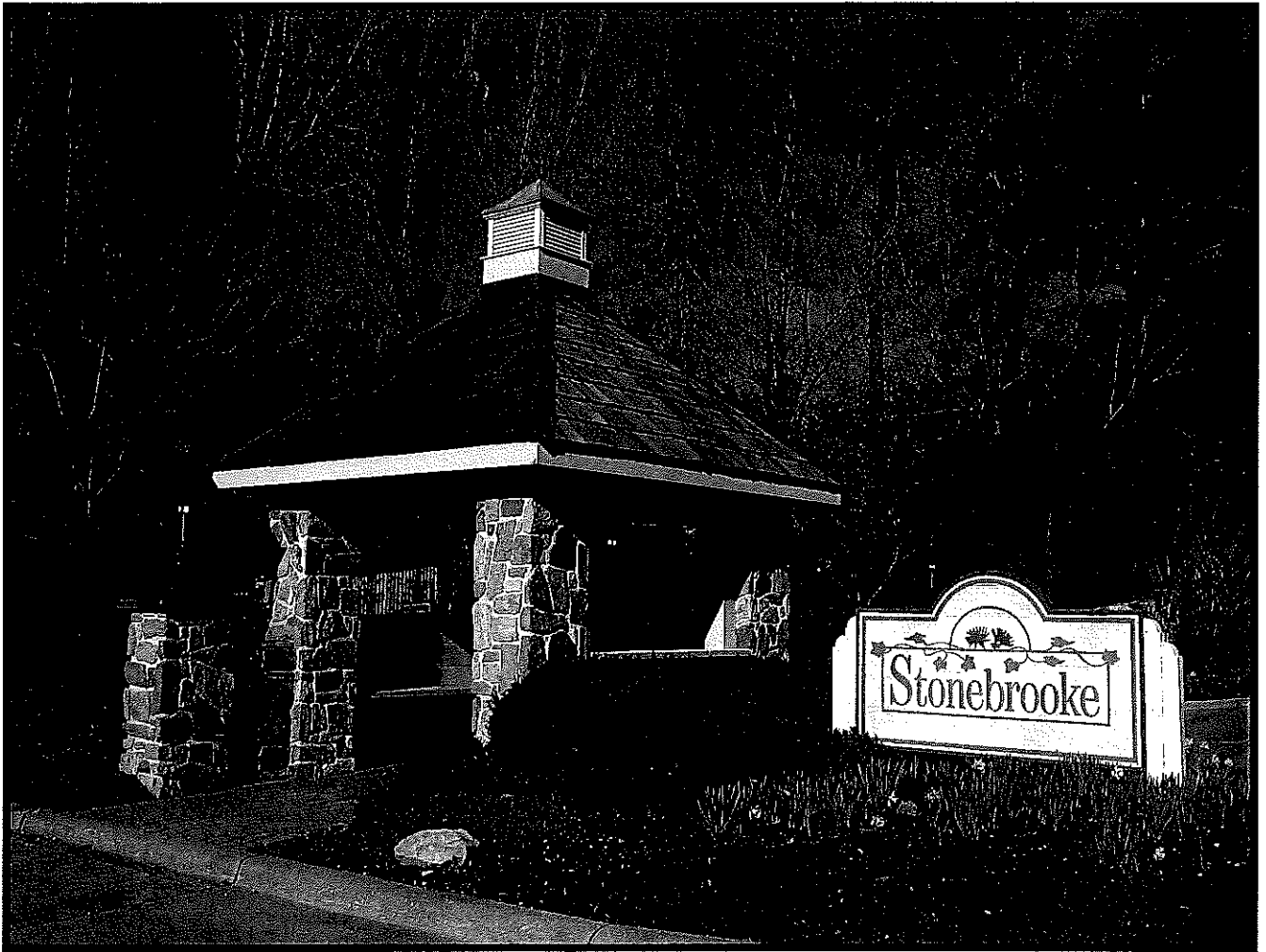


**STONEBROOKE CONDOMINIUM  
OWNERS' ASSOCIATION**



**HANDBOOK  
OF  
RULES AND REGULATIONS**



## **WELCOME!**

Welcome to Stonebrooke Condominiums. We hope you enjoy your Unit. Our objective is to maintain Stonebrooke as a very nice place to live. In order to accomplish this, we have established a handbook, which pertains to living at Stonebrooke.

The handbook contains Rules which take into consideration the health, safety, and comfort of all Occupants. We trust you will find them reasonable and will cooperate by upholding them. The section detailing architectural guidelines will be of particular importance to existing Unit Owners as well as new Occupants. Preserving the standards of quality and appearance of our Condominium Property is a goal to be shared by all.

We ask that you keep this handbook handy and that you 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 of Directors. Additional information is also contained in the Stonebrooke Declaration and Bylaws as recorded in the Cuyahoga County Records, Volume 93-10143, Pages 2 et seq.

Unit Owners should have received a copy of the Declaration and Bylaws from the seller at the time of Unit purchase. If you do not have these documents, a copy can be obtained from the Management Company for a copy charge.

Thank you,

The Board of Directors  
Stonebrooke Condominium  
Owners' Association

Adopted: April 9, 2009

Revised: May 1, 2009



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## I. GENERAL INFORMATION

1. Stonebrooke Condominiums is comprised of seventy-seven Units. Address locations are listed on Stonebrooke Oval, East Stonebrooke Court, and West Stonebrooke Drive.
2. The Stonebrooke Condominiums are located in the City of Orange Village.
3. All streets and roadways within the Condominium Property are private. They are maintained by the Association.
4. As a private Association, we are governed by the recorded Declaration and Bylaws. We elect our own Board of Directors from our Unit Owner membership and the Board manages the Association affairs on behalf of our Unit Owners.
5. Our Annual Meeting is held in the second quarter of the year. Regularly scheduled Board meetings are held throughout the year. Notices of date, time, and place of Board of Directors' meetings will be posted near the mailboxes.
6. A master policy for insurance coverage is purchased by the Association specifically for Common Elements. Each Unit Owner must obtain insurance at his/her own expense, affording coverage upon the improvements to the Unit, personal property, and for his/her personal liability.
7. The Board, on behalf of the Association, retains the services of a professional Management Company to handle the day-to-day operations of the Condominium Property.
8. The Association and the Management Company do not have the responsibility for law enforcement at Stonebrooke. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Orange Village Police Department.
9. Occupants have access to the two ponds on site. These private pond areas were not designed to be supervised or patrolled locations. Swimming is prohibited. Occupants and their guests visiting the pond area are responsible for their own safety.

## II. ENVIRONMENT OF COMMON ELEMENTS:

COMMON ELEMENTS: Common elements are owned by all the Unit Owners together. Examples include roofs, lawns, and outside walls of buildings. The repair, maintenance, and replacement of all of the Common Elements are done at the Association's expense except as otherwise explained in the Rules, Declaration, and Bylaws.

1. The Common Elements are for the use and enjoyment of all Unit Owners and/or Occupants. Therefore, everyone is required to be considerate in their use of these areas.
2. Littering is prohibited.

3. Any and all damages to the Common Elements caused by a Unit Owner, Occupants, family members, pet, or guest of a Unit Owner must be repaired or replaced at the expense of the Unit Owner, who may then seek reimbursement from the Occupant or guest.
4. Any and all items left unattended in the Common Elements may be removed by the Board at the Unit Owner's expense.
5. Any noise, which distracts or disturbs others, is prohibited. Occupants must refrain from any activity, which creates a nuisance.
6. Each Unit Owner must report to the Management Company, in writing, the need for any repairs of Common Elements, which are the obligation of the Association to maintain.
7. Unit Owners and Occupants must not give work instructions to any Association service contractor (i.e., landscaper or snow plower). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted, in writing, to the Management Company.
8. Signs or other advertising of any nature is prohibited upon any portion of the Condominium Property except:
  - a. One professionally printed "FOR SALE" (18" x 24" maximum size) sign is permitted inside the window of a condominium unit. (Homemade signs are prohibited.)
  - b. One "FOR SALE OPEN HOUSE" sign may be displayed in front of the Unit and at the entrance from noon to 6 p.m. on Saturdays and Sundays.
  - c. One security protection sign, not exceeding the height of two feet or the size requirement of one foot by one foot, may be displayed in the front of the shrub bed.
9. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the Occupant. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the Unit's garage or off the Condominium Property.
10. Unit Owners and Occupants are prohibited from pouring or allowing to spill any oil, solvent, or any other volatile or flammable material into the storm sewers or Common Elements. Ohio EPA and the City of Orange Village prohibit such disposal.
11. Vehicle repairs are prohibited on roadways, parking areas, and driveways.
12. Lawn ornaments and/or lawn furniture must not be placed in Common Elements and/or grassed areas. The Association's landscape service contractor will not

accept the responsibility of moving the personal property of Occupant's to facilitate grass cutting.

13. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of Occupant's personal property in Common Elements.
14. Playing in the street is prohibited.
15. Recreational equipment, which cannot be returned to the interior of the Unit each nightfall, is prohibited.
16. Skateboards and skateboard ramps are prohibited.
17. The riding of bicycles, snowmobiles, and other vehicles is prohibited on grass areas.
18. Garage sales are prohibited.

ASSOCIATION REASONABLE MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITIES:

- A. Building exterior, foundation, roof, and window frames;
- B. Lamp posts;
- C. Streets;
- D. Utilities, which are not separately metered;
- E. Common Elements insurance;
- F. Cleaning and repair of gutters and downspouts;
- G. Grass cutting and fertilization of lawn areas;
- H. Reasonable care and maintenance of Common Element trees;
- I. Reasonable snow plowing from streets and driveways;
- J. Entrance area signs, street signs, and Unit house numbers;
- K. Entrance structures and landscaping (gazebo); and
- L. Repair of all exterior light posts and entrance area lights.

These are only some of the items listed in your documents. You should read both the Bylaws and the Declaration if you have any questions.

### III. LIMITED COMMON ELEMENTS:

Certain parts of the Condominium Property are built and designed specifically for each individually owned Unit. Examples include central air conditioning equipment serving only one Unit, water faucets, electrical outlets, patios, decks, and front porches.

These are designated Common Elements because the Association HAS control over HOW they are to be maintained and used. Their complete designation is "Limited Common Elements" because they are limited to the use of one Unit. Maintenance, repair, and replacement are the responsibility of the Unit Owner.

1. "Limited Common Elements are limited to the use of a particular Unit." Limited Common Element defined: Rear – Eighteen feet (18') from the Unit.
2. Individual garage, yard, moving, or patio sales are prohibited. Estate sales are permissible under the following guidelines:
  - a. Time:  
Thursday and Friday – 9:00 a.m. to 4:00 p.m.  
Saturday - 9:00 a.m. to 12:00 p.m.  
Sunday - Sales Prohibited
  - b. Signs:  
One (1) sign at front entrance,  
One (1) sign at Unit, and  
Signs to be removed each day.
3. Clotheslines are prohibited.
4. Islands between double driveways must be maintained as planting bed areas.
5. Rubbish, debris, and any other unsightly material are prohibited. Rubbish containers must be kept inside the garage at all times except on trash collection day.
6. Seasonal flowers may be planted in the shrub bed areas adjacent to the Unit, providing the height and size of the flowers is consistent with the surrounding shrub bed plantings and does not exceed the height of the first floor windowsill. Example of an unacceptable flower: Sunflower.
7. Existing lawn ornaments may continue to be displayed; however, after April 10, 2001, lawn ornaments are prohibited in the shrubbery beds adjacent to the front or the sides of the Unit nor in any Common Element grassed/lawn space.
8. Existing lawn statuary may continue to be displayed; however, after April 10, 2001, lawn statuary is prohibited in front of a Unit or along side of a Unit if it is visible from the street.

#### IV. UNIT REQUIREMENTS:

The boundaries of the individually owned Unit and everything within these boundaries built and installed for the exclusive use of said Unit is "home sweet home". It is the Unit Owner's/Occupant's responsibility to maintain, repair, and replace.

1. Units shall be occupied and used for single-family purpose only as private dwellings for Owners, their families, Occupants, and guests, and for no other purpose.
2. Occupants shall not modify the exterior of the Units, the garages, the buildings, or the grounds without obtaining prior written consent from the Board.
3. Installation of wiring for electrical, telephone, television systems, air conditioning, or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited.
4. Decorative items, such as Holiday lights, may not be permanently affixed to the exterior of any Unit or building. However, a wreath on a door, a flag holder, a doorknocker, and a brass door kick plate is acceptable.
5. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any Unit.
6. The use of blankets, sheets, etc., is prohibited even as a temporary window covering.
7. Broken windows, torn screens, damaged front doors, or damaged garage doors must be repaired immediately by the Unit Owner at his expense.
8. No changes may be made in the color of Unit doors.
9. Window air conditioning units are prohibited.
10. Nameplates of any type are prohibited.
11. Patios and decks are prohibited from being used as storage areas. Appropriate patio and deck items would include outdoor furniture and planters.
12. Birdbaths are prohibited from being displayed in front of any Unit or in any lawn area. Birdbaths are permitted in the rear or side flowerbeds. The dimensions are not to exceed 36" height and 24" width.
13. No exterior antennas, reflectors, basketball hoops (or other recreational equipment), light posts, or flagpoles shall be erected by an Occupant. A flag holder bracket may be placed on the Unit front exterior and attached to the wood trim only.
14. To create a visible, uniform standard throughout the community, we encourage all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. with only white, near white, or beige backing to be used for window treatments.

15. Other structures such as storage pods for personal belongings, storage sheds, swimming pools, animal shelters, carports, tents, patio awnings, or gazebos are prohibited.
16. Watering hoses may not be left outside the front of the Unit. Hoses along the sides and backs of the Units must be stored in the shrubbery beds and not left on the lawn area.

UNIT OWNER MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITIES:

We have printed some of these items to assist you in your personal maintenance scheduling.

- A. Interior of the Unit.
- B. All doors, door screens, windows, and window screens. (Note: The Association is responsible for the painting of the exterior surface of doors.)
- C. Garage space, including garage doors and their mechanisms, tracks, springs, cables, locks, automatic door opener, if any, and driveway space associated with the Unit.
- D. All heating, cooling, and ventilation equipment and pad for air conditioning compressor unit.
- E. Exterior water faucet, light fixture, and electrical outlet serving the individual Unit.
- F. Patios, decks, front porches, and sidewalks.
- G. Utilities separately metered for the Unit and utility service line connections exclusive to the Unit.
- H. Liability insurance for the Unit Owner and/or Occupant coverage and casualty insurance as outlined in Rule I.
- I. To maintain all plantings installed by Occupant.
- J. Individual mailbox key and lock.
- K. To water the shrubbery adjacent to the Unit often enough during the spring and summer months to prevent browning, disease, and dying of the shrubbery.

V. GARAGES:

1. Garage doors must be closed when not in use.
2. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs, or repairs, which may result in fluids running into the driveway, are prohibited.

3. No flammable or hazardous items shall be stored in a garage.
4. The garage must be used as the primary parking space.
5. Unit Owners are responsible for the maintenance, repair, and replacement of their garage doors and their mechanisms, tracks, springs, cables, and locks.
6. Garage door replacements must be identical in appearance to the existing garage door. Prior written Board approval is required before any door replacement.
7. The installation of automatic garage door openers is permitted. Installation and maintenance expense shall be Unit Owner responsibility.

VI. MOTOR VEHICLES:

1. The following vehicles are not permitted to be parked within the Condominium Property, except within the confines of a garage:
  - A. Buses
  - B. Mobile and/or motorized homes

Note: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the Unit's driveway space for a period of time not to exceed twenty-four (24) hours so long as the Board has given prior written approval.

2. Trailers, boats, recreational vehicles, and motorcycles are prohibited unless parked within the confines of a garage at all times while on the Condominium Property.
3. Trail bikes and snowmobiles are prohibited from being used on the Condominium Property.
4. Vehicles, which are licensed, painted, signed, or used for commercial purposes must be kept within the confines of a garage.
5. All vehicles on the Condominium Property must bear current license tags.
6. Vehicles with exhaust systems, which disturb other Occupants, are prohibited.
7. Moving vans are permitted to be temporarily parked on the street provided that the flow of traffic is not obstructed.
8. Vehicle repairs are prohibited in parking areas, in streets, and on the Unit driveway.

VII. PARKING:

1. Occupants must use the garage as the primary parking space.

2. Parking on any grassed or lawn area is prohibited.
3. Parking in areas designated as a fire lane is prohibited.
4. Overnight parking on the streets is prohibited
5. When entertaining several guests for a specific function, the Occupant must instruct guests that they may park on the street. However, parking on the fire hydrant side of the street is prohibited.
6. Parking in cul-de-sac or turn around areas is prohibited.
7. On street parking can be used to temporarily accommodate an Occupant's needs. However, Occupants are prohibited from parking overnight on the street.
8. Extended parking (over twelve hours) in the six concrete parking areas is limited to Unit Owners and their families for a period of up to eight days. Vehicles with "For Sale" signs in the window may not be parked in the parking areas.

#### VIII. TRAFFIC RULES AND REGULATIONS:

1. The speed limit in Stonebrooke is 15 mph. All vehicles must observe the speed limit and stop signs.

#### IX. PETS:

1. Unit Owners must conform to Declaration Amendment, Article VII (E).
2. In accordance with the City of Orange Village leash ordinance and Stonebrooke Rules, all pets are to be on a hand-held leash when outside of a Unit.
3. No animals, such as rabbits, livestock, fowl, poultry or reptiles of any kind shall be raised, bred, or kept in any Unit or the Common or Limited Common Elements except for dogs, cats, or other household pets may be kept subject to Rules adopted by the Board.
4. Pets must not be permitted to run loose on the Condominium Property.
5. NO PET shall be tied, fenced, or housed outside a Unit. No pet leashes shall be left out in the lawn areas.
6. Pet owners shall be held liable for any and all damages caused by their pets to any Common Elements including, but not limited to shrubs, bushes, trees, and grass.
7. Excessive barking or other animal noises, whether indoors or outdoors, that disturbs another resident is prohibited.

8. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board.

X. RUBBISH REMOVAL:

1. Rubbish removal service is provided by Orange Village. Pick up day is Friday or the following day if a holiday occurs that week.
2. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to Orange Village Service Department. The telephone number is 440-498-4400.
3. Rubbish, trash, or other items to be disposed must be placed in an appropriate container or sealed bag.
4. Secure rubbish in a manner, which will prevent it from being scattered or blown.
5. Rubbish containers or bags shall not be permitted to remain conspicuous, except on the evening prior to collection and on the day trash is collected. Rubbish containers must be kept inside the garage at all other times.
6. Rubbish containers or bags must be placed at the curb on the concrete driveway.
7. Rubbish may be placed at the curb for pick-up on the evening prior to collection. The rubbish container must be returned to the interior of the unit before midnight on pick-up day.
8. Occupant may call Orange Village or employ a service company or contractor of their choice to haul away large items of rubbish at their own expense.
9. Large items or rubbish must not be placed on the curb for pick-up until the scheduled pick-up date.
10. While major condominium repairs/construction are being performed, utilize refuse containers placed on driveways only after receiving written Board approval prior to starting the repairs/construction.
11. All refuse accumulated by contractor's workers will be removed from the Condominium Property within reasonable length of time as determined by the Board.

XI. HOLIDAY DECORATIONS:

At certain times of the year, many Stonebrooke Occupants enhance their Units with decorations. To avoid any confusion or misunderstanding, the following requirements will serve as practical guidelines:

1. Discarded holiday trees and holiday displays must be removed by the Occupant no later than two weeks after the respective holiday.
2. A wreath, floral bouquet, etc. should be removed when it becomes faded, tattered, or is no longer appropriate to the season.
3. The Association asks that each Occupant, when decorating their Unit, keep in mind that we share and use our Condominium Property together. A Unit Owner must give up a certain degree of freedom of choice, which he might otherwise enjoy in a separate, privately owned property. Therefore, the integrity of the common scheme must not be disrupted.

#### XII. INSURANCE:

1. Unit Owners must conform to Declaration Amendment, Article VI (A)(1).
2. As a Condominium Property, a master policy for insurance coverage is purchased by the Association specifically for Common Elements. Each Unit Owner/Occupant must obtain insurance at their own expense, affording coverage upon Unit Owner's installed improvements to their Unit, personal property, and for their personal liability. We recommend having your personal insurance agent review the Declaration and Bylaws. Unit Owner insurance coverage must be issued to include items, which are the Unit Owner's responsibility to repair and/or maintain. If your insurance agent has questions about the Association's master policy, contact the Association's agent. You may also want to obtain a quote for your personal insurance needs from the Association's agent. For the name of the Association's agent, telephone the Management Company.
3. Loss claims against the master policy must be filed by the Board of Directors.

#### XIII. BIRD FEEDERS:

1. A hummingbird liquid feeder or seed dispensing bird feeder is permitted so long as it is placed at the rear of the Unit and is not an obstruction for the landscape service contractor.
2. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, etc., is prohibited. Food placed on the ground around a Unit attracts rodents and creates an unsightly appearance.
3. Canada Geese are known to inhabit areas where open water and green grass can be found. Feeding the geese is prohibited! Please remember, as flocks of geese develop, grass disappears and their waste becomes a problem.

#### XIV. MAILBOX KEY AND LOCK:

Cluster boxes are required and provided by the Chagrin Falls Post Office.

1. The individual mailbox key and lock are the responsibility of the Unit Owner and/or Occupant.

2. Contact the Post Office or a locksmith of your choice for repairs and/or replacements.

XV. SALE OF UNITS:

1. All Unit Owners must notify the Management Company in writing of any changes in occupancy within five (5) days of such change.
2. One professionally printed "FOR SALE" sign (18" x 24" maximum size) may be placed inside the window of a Unit. Homemade signs are prohibited.
3. ONE "OPEN HOUSE FOR SALE" SIGN IS PERMITTED FROM NOON TO 6:00 P.M. ON SATURDAYS AND SUNDAYS ONLY.
4. Exterior "FOR SALE" signs are prohibited.
5. Sale of Your Unit:
  - A. 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.
  - B. At the same time as above, the Unit Owner must provide the following:
    - (1) Names of all Occupants;
    - (2) Home and business mailing addresses;
    - (3) Home and business telephone numbers;
    - (4) Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner;
    - (5) Sales price; and
    - (6) Mortgagee.
    - (7) Any change in the information required in a-d must be provided to the Board within 30 days of the change.
  - C. 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.
  - D. The seller is responsible for providing the following information to the buyer:
    - (1) Copy of Declaration and Bylaws, and any amendments;
    - (2) Copy of Rules handbook;
    - (3) Unit access door key(s), mailbox, and garage door key(s); and
    - (4) Garage door opener.

XVI. RENTAL OF A UNIT:

1. Unit Owners must conform to Declaration Amendment Article XVI (B) entitled "Leasing of Units".

2. The Unit Owner must provide the Management Company with the following information prior to rental of the Unit:
  - A. Copy of lease;
  - B. Full name of tenant; and
  - C. Names of all Occupants of the Unit.
3. Units shall not be occupied by more than one (1) single family, not to exceed two (2) people per bedroom.
4. The Unit Owner is responsible for making the tenant aware of the Rules.
5. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner is responsible for penalty assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.

XVII. CABLE TELEVISION:

1. Cable television is available to Occupants. This service is provided by Time Warner. Their number is 877-772-2253.
2. Cable television is a private agreement between the Unit Owner and/or Occupant and the cable company at the Occupant's expense.
3. Arrangements for the installation and/or disconnection of service are a Unit Owner and/or Occupant responsibility.
4. When cable service is connected, Unit Owners must follow up with Time Warner to make sure the following is completed:
  - A. Wiring for cable television is not placed on the exterior of the building.
  - B. Wiring is properly buried into the ground and will not be an obstruction for the landscape service contractor.
  - C. Any excavation to bury wires must be covered with topsoil and reseeded by the cable company.
  - D. Winter installations, when the ground is frozen, must be completed in early spring before the grass cutting begins.
5. When cable service is disconnected, the Unit Owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hookups.

6. Individual television antennas are prohibited on any roof and the Condominium Property.

7. Satellite Dish Rules:

- A. Before installing a satellite dish, the Unit Owner must contact the Management Company and obtain a copy of the satellite rules and regulations along with a notification form.

XVIII. UTILITIES:

Each Unit Owner/Occupant is responsible for the payment of their individually metered utilities:

Water:	City of Cleveland, Division of Water	216-664-3130
Sewer:	Northeastern Ohio Regional Sewer District	216-664-3130
Electric:	The Illuminating Company	800-589-3101
	Power Outage	888-544-4877
Gas:	Dominion East Ohio	800-362-7557
Telephone:	Ameritech	800-660-1000
Cable:	Time Warner	877-772-2253

Note: Wiring for telephone and cable television service must not be placed on the exterior of the building.

XIX. STREET LAMPS:

Should you observe a burned out bulb, please call the Property Management Company.

XX. PORCH/ENTRANCE LAMPS:

1. The exterior light fixtures on the front of each Unit are controlled by the Occupant. The on/off switch is located inside the Unit. Burned out bulb replacement is the responsibility of the Occupant.
2. Guidelines for bulb replacement are as follows: Color – White; Size – 60 Watt. Higher wattage could cause a fire.

XXI. LANDSCAPE SEASON:

1. During landscape season, Occupants must water the shrubbery adjacent to their Unit.
2. Landscape watering must be done often enough, and particularly during the hot, dry months, to prevent browning, disease, and dying of shrubbery.

Comment: This Unit Owner/Occupant cooperation requirement is designed to save money by preventing expensive landscape repairs and replacements.

## XXII. SNOW REMOVAL:

1. During the winter months, Occupants should note that snow removal service people employed by the Association are contracted to reasonably plow driveways and streets based on snow accumulations of at least two (2) inches. Light or blowing snowfall or freezing/thawing cycles can create unexpected icy or hazardous conditions. Occupants should use an ice melt product on areas near their individual Units. Calcium chloride is recommended.
2. If your car is parked on the driveway during snowfalls, you must move the car before the snowplow contractor arrives if you want your driveway plowed. If an additional call for contractor is required, Unit Owner is responsible for charge.
3. The sidewalk cleaning and application of de-icing agents is the Unit Owner's responsibility.

## XXIII. PONDS:

1. Occupants have access to the ponds.
2. Swimming is prohibited.
3. Boats are prohibited.
4. Fishing is prohibited.
5. These private ponds were not designed to be supervised or patrolled locations. Residents and their guests visiting the pond areas are responsible for their own safety.

## XXIV. ARCHITECTURAL GUIDELINES:

To create exterior conformity, preserve the integrity, and establish common guidelines and standards for improvement projects with the Condominium Property, the following rules have been enacted and apply to all requests for exterior modifications.

1. A written request with supporting detail and diagrams for any type of modification, installation, or additions to the Limited Common Elements of each Unit must be submitted to the Board for review. Written approval must be obtained from the Board prior to the initiation of any project. In addition to removal of the unapproved item, failure to receive prior written Board approval may also result in a rule violation assessment to the Unit Owner whether or not the request receives Board approval.
2. It is the responsibility of the seller to disclose to a new Unit Owner any and all architectural changes or improvements that are the responsibility of the Unit Owner to repair or maintain. If necessary, please contact the Management Company to review the architectural correspondence file.
3. Following written approval from the Board, it will be the Unit Owner's responsibility to secure necessary building permits and to obtain approval from the City of

Orange Village and to insure conformity to jurisdictional codes. A copy of all building permits must be submitted to the Board prior to the initiation of construction.

4. Once material for the exterior modification is placed on the Condominium Property, the work must begin and continue through completion within a reasonable time frame and in a reasonable manner that will not detract from the Condominium Property appearance or inconvenience neighbors and/or Association service contractors.
5. In the event damage occurs as a result of any modification, addition, or change to the exterior of the building or to any Common Element area of the Condominium Property, repairs must be made immediately at the Unit Owner's expense and to the satisfaction of the Board.
6. If the landscape service contractor deems it necessary to charge more as a result of the modification made by a Unit Owner, this charge will be assessed back to the specific Unit Owner.

7. ARCHITECTURAL APPROVAL PROCEDURE

- A. Review of architectural change requests submitted by a Unit Owner will be handled in accordance with the following schedule:
  1. Written requests must be submitted to the Management Company.
  2. The Management Company will copy and distribute all written request to the Architectural Committee for their recommendation to the Board of Directors within ten working days of receipt.
  3. The Board of Directors will notify the Unit Owner, in writing, of approval or denial within thirty (30) days after receiving the written request.
  4. If an applicant does not receive written notice from the Board of Directors approving or denying the architectural change request within forty-five (45) days of the original request, a second notice must be submitted directly to the Board of Directors.
- B. In addition to the general requirements of paragraphs 1-7 above, the following guidelines provide standards for specific improvement projects and/or exterior modifications. Unless otherwise noted, however, prior written Board approval must still be requested and obtained for each item.

1. STORM DOORS

- a. Installation of a storm door must have PRIOR written Board approval.
- b. Storm doors must be an approved door, which will not detract from the overall architectural style of the Condominium Property.

- c. The Unit Owner has the option of converting the storm door to a screen door for warm-weather-use if screen inserts are a standard part of the door.
- d. Maintenance of the storm/screen door is the Unit Owner's responsibility.

2. WINDOW REPLACEMENTS

- a. Installation of replacement windows must have PRIOR written Board approval except in the case of damage where an identical replacement would be made.
- b. Windows, when replaced by the Unit Owner, must be identical in appearance to the existing windows.
- c. An upgrade in the quality of windows will be approved, providing replacement windows are identical in appearance to the existing windows.
- d. Maintenance and upkeep of windows are a Unit Owner responsibility.

3. DOOR REPLACEMENT

Replacement doors must have PRIOR written Board approval.

a. Front Door Replacement

- 1. Must be identical to the existing door.
- 2. Color must remain the same as the original door.
- 3. Maintenance, repair, and replacement of the front door are Unit Owner responsibility.

b. Rear Sliding Doors

- 1. Must be identical in overall appearance (i.e. white frame, full glass).
- 2. Maintenance, repair, and replacement of rear sliding doors are Unit Owner responsibility.

4. GARAGE DOORS

Any changes in garage doors must have PRIOR written Board approval. Garage doors, when replaced, must be an approved door, which will not detract from the overall architectural style of the Condominium Property. Garage door options are limited to the following:

- a. The door must be the same original color.

- b. The garage door must be metal with raised panels.
- c. Maintenance and upkeep of the garage doors and their mechanisms are a Unit Owner responsibility.
- d. Windows in garage doors are prohibited.

5. FIREPLACE

- a. After a Unit has been constructed, the installation of a fireplace must have PRIOR written Board approval.
- b. A detailed diagram including contractor specifications must be submitted to the Board.
- c. The Unit Owner must obtain necessary permits and insure conformity to jurisdictional codes.
- d. Unit Owners, at their own expense, must execute an agreement that addresses maintenance, repair, replacement, and insurance.

6. FRONT SHRUB BEDS

To maintain uniformity and harmony throughout the Condominium Property with the original landscape plan, there shall be no changes to the front of the Units by Occupants, which would utilize railroad ties or landscaping timbers used as shrub edging material or enclosures.

Unit Owners may install additional shrubbery or decorative plantings in existing shrub bed areas in front of the units WITH PRIOR written Board approval.

- a. Such plantings must be consistent in height, variety, and size to existing plantings.
- b. The variety of plant material selected by the Unit Owner must be of a species that will not encroach upon or cause damage to the Unit, Common Elements, or any utility service line. Example of an unacceptable planting: vines.
- c. Plantings installed by an Occupant must not, in any way, be an obstruction for the landscape service contractor.
- d. Occupants will be required to remove unacceptable plantings.

7. SEASONAL FLOWERS

- a. Seasonal flowers may be planted in planting beds adjacent to the front of the Unit WITHOUT PRIOR Board approval, providing the height and size of the flowers is consistent with the surrounding

shrub bed plantings and do not exceed the height of the first floor window sill. Example of an unacceptable flower: Sunflower.

- b. Seasonal flowers planted by an Occupant must be maintained by the Occupant in a manner that does not detract from the landscape appearance of the Condominium Property.
- c. Seasonal flowers planted by an Occupant must NOT, in any way, be an obstruction for the landscape service contractor.
- d. Seasonal flowers must be planted far enough away from the grass line to avoid damage from the landscaper's automatic trimming and edging equipment.

#### 8. TREES

- a. Type of tree, size, and location must have PRIOR written Board approval before planting.
- b. Type of tree must be a variety that will not encroach upon or cause damage to the Unit, Common Elements, or utility service lines. An example of an unacceptable tree is Willow.
- c. A tree ring must be created and maintained by the Occupant around the base of the tree in an effort to prevent damage from landscaping equipment. The tree ring must be covered with a dark, shredded, bark mulch typically used by landscape contractors. Wood chips, gravel type stones, or any other decorative shrub bed coverings are prohibited.
- d. When planting a tree, the Unit Owner shall be responsible for damage that may occur to underground utility service connections or lines during the time the tree is being planted as well as for any future damage that may be caused as a result of growth of the tree. Unit Owners must call Ohio Utilities Protection Service 48 hours before digging. The toll free telephone number is 1-800-362-2764.
- e. Trees planted by a Unit Owner must be planted in such a manner so as not to create obstructions for the landscape service contractor.
- f. Any and all landscape plantings installed by a Unit Owner must be maintained by the Unit Owner and/or any subsequent purchaser of the Unit.

#### 9. OTHER PLANTINGS

Several vegetable plants are permitted providing the plants are not conspicuous, do not create an obstruction for the landscape service contractor, and are planted in a bed adjacent to the rear of the Unit. Large vegetable gardens are prohibited.

## 10. FENCES

### Privacy Fence:

Definition: One section of fence constructed to divide the rear Limited Common Elements between two Units.

- a. The installation of a fence must have PRIOR written Board approval. The written approval from the Board of Directors must be submitted along with your application to the City of Orange Village for a building permit.
- b. Request submitted to the Board of Directors must show a sketch detailing location and height.
- c. Fences cannot be attached to the buildings or Units in any manner. They must be built one foot away from the Unit.
- d. The fence must be constructed of wolmanized wood.
- e. Prior to proceeding, the Unit Owner must obtain a building permit from the City of Orange Village and provide a copy to the Board.
- f. Privacy fences constructed by a Unit Owner must be maintained, repaired, replaced, and insured by the Unit Owner and/or any subsequent purchaser of the Unit.
- g. The height of the privacy fence may be a maximum of six feet (6'), with the posts set on the inside of the fencing.
- h. Privacy fences must remain unpainted. A clear preservative wood finish must be applied for maintenance and wood protection.
- i. The Unit Owner must obtain and submit to the Board a written consent signed by the Unit Owners on each side of the proposed fence construction.
- j. Privacy landscaping is an alternative and requires prior written Board approval.

## 11. WOOD DECKS

- a. Installation of decks after Unit has been constructed must have PRIOR written Board approval. The written approval from the Board of Directors must be submitted along with your application to the City of Orange Village for a building permit.
- b. Decks must be unpainted and constructed of preserved wood. A preservative wood finish must be applied for maintenance and protection. Unit Owners should contact the Management Company to find out which finishes are permitted. Opaque stains are not

permitted. Deck maintenance, repair, and replacement are the Unit Owner's responsibility.

- c. The deck may not extend beyond the sidewalks of the existing configuration of the Unit, including any access steps.
- d. Deck construction measurements must be dependent upon Unit style and the surrounding Limited Common Element land terrain.
- e. Drawings of the deck must show length, width, height, support structures, and ground preparation. Support structures must be anchored in concrete.
- f. The deck must be enclosed by hand railings.
- g. Relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. Utility meters must be accessible.
- h. The deck must be insured under the Unit Owner's homeowner's insurance.
- i. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- j. City of Orange Village building permit is required and a copy must be provided to the Board.

## 12. PATIOS

- a. Installation of a patio must have PRIOR written Board approval.
- b. Concrete patios must be poured and remain a natural concrete color without any artificial colors.
- c. Patios may also be constructed of bricks or stones.
- d. The patio must not extend beyond the sidewalls of the existing configuration of the Unit. Further, it must not extend beyond the Limited Common Element associated with the rear of the Condominium Property.
- e. Drawings of the patio must show length, width, and slope. Slope must be sufficient to drain flow away from the building.
- f. Relationship of the patio and air conditioner and other utility fixtures must be clearly shown.
- g. The patio must be insured under the Unit Owner's homeowner's insurance.

- h. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- i. Maintenance, repair, and replacement of the patio are the Unit Owner's responsibility.

13. EXTERIOR LIGHTING

- a. Installation of additional exterior lighting requires PRIOR written Board approval.
- b. Additional exterior lighting must not be an obstruction for the landscape contractor and must be underground.
- c. Additional exterior lighting must be maintained, repaired, and replaced by the Unit Owner and/or any subsequent purchaser of the Unit in a manner that will not detract from the appearance of the Condominium Property or hinder the safety of the Occupants.
- d. The Unit Owner must obtain and submit to the Board a written consent form signed by the Unit Owners of the neighboring units located on each side of the Unit.
- e. Replacement of exterior lighting fixtures on the Unit must be the same as provided by developer to maintain exterior uniformity.

14. DOOR SECURITY VIEWING/BRASS KICK PLATES

- a. Plain brass "peepholes" may be installed on Unit front doors at the height of five (5) feet.
- b. Brass kick plates may be installed on Unit front doors.
- c. Front door latches must be of a similar design as provided by the developer to maintain exterior uniformity.
- d. Maintenance, repairs, and replacement of the front door are a Unit Owner responsibility. Original color must be maintained.  
Example: Replacement of weather stripping. The Association is responsible for maintaining the exterior surfaces of the door only, excluding items installed by the Unit Owner.

15. DECORATIVE ADDITIONS

- a. A door wreath is permitted.
- b. To avoid damage to the exterior finish of the Units, all other items requiring attachment to the building are strictly prohibited.

c. **FLAGS**

1. One standard sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Elements on a pole attached to the front exterior of the home, provided that the bracket may be secured to wood trim only.
2. The flag must be made of nylon, polyester, or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The installation of a freestanding flagpole in the ground is prohibited.
5. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.
6. Board approval is required for displaying a flag other than the United States of America flag.

16. **NATURAL GAS BARBECUE GRILLS**

- a. Installation of a natural gas barbecue grill requires PRIOR written Board approval.

Specifications are:

1. The barbecue grill must be installed behind the Unit.
2. Gas line connections are the responsibility of the Unit Owner.
3. The grill must be a freestanding grill. A Unit Owner may not construct any type of a barbecue pit enclosure.
4. The barbecue grill may not be installed out into the lawn area. It must be placed within three (3) feet of the concrete patio slab. The gas outlet must be three (3) feet from the building.
5. The installation of the grill must not present any obstructions for the landscape service contractor.
6. The surrounding landscape/lawn area must be immediately restored to the original condition.
7. To install a gas barbecue grill, the Unit Owner must obtain and submit to the Board a written consent form signed by the Unit Owners on each side of the Unit.

8. PORTABLE GAS GRILL PROPANE TANKS MUST BE STORED ON PATIOS OR DECKS, NOT INSIDE THE UNIT OR GARAGE.
9. In addition to maintenance, all appropriate safety measures must be observed.

XXV. COLLECTION POLICY:

1. 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 fifteenth (15<sup>th</sup>) of the month.
2. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association.
  - b. Collection costs, attorney's fees incurred by the Association.
  - c. 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/Lot.
5. Any costs, including attorney's 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.
6. 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 matter and to the same extent as if it were a lien for common expenses.

Enacted: August 15, 2007  
Effective: September 1, 2007.

XXVI. COMPLAINT PROCEDURE:

1. Complaints against anyone violating the Rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint.

2. The 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.
3. If reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

**XXVII. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS:**

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guests, or the occupants, including tenants, if any, 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 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 Unit Owner.
3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 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 a Unit Owner in violation.
5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - A. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
    1. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
    2. A description of the property damage or violation;
    3. The amount of the proposed charge and/or enforcement assessment, and
    4. 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 (10<sup>th</sup>) day after receiving the notice required by Item 5-A above.
    1. 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

2. 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 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.

#### XXVIII. GOOD NEIGHBOR POLICY:

The Declaration, Bylaws, and Rules define the standard of living Occupants may expect from our condominium environment. These documents are designed to protect the rights of each Occupant. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other in a non-threatening way can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each Occupant.

#### XXIX. MISCELLANEOUS:

The Stonebrooke Condominium Owners Association Board of Directors has defined the term Extraordinary Expenditures that is referred to in the Bylaws of the Association, Exhibit "B", Article V, Section 3, as follows:

Extraordinary expenditures are costs to repair or replace the Association's property, which were not foreseen and budgeted for in the annual budget. They are not regularly recurring expenses and generally will have or extend the useful life of that part of the Association's property by at least five years. They could also be used to acquire new property or enhance the value of the Association's property under similar circumstances.

#### XXX. SEXUAL OFFENDERS OR HABITUAL SEX OFFENDERS:

Persons, who must register as a sexual predator or habitual sex offender requiring notification under the Ohio Sex Offenders Act or similar statute, are prohibited from residing in any Unit. (Conforming to Declaration Amendment C, Article VII – M.)

## TELEPHONE NUMBERS

### RESERVE REALTY MANAGEMENT

Nancy-Anne Wargo, CPM, CMCA

330-467-4114 office  
330-467-6845 fax

### EMERGENCY INFORMATION

Fire Department (Non-Emergency)

440-498-4402

### SERVICE INFORMATION

Chagrin Post Office

440-247-9806

Time Warner Cable

1-877-772-2253

The Illuminating Company

1-800-589-3101

Power Outage

1-888-544-4877

Dominion East Ohio

216-361-2345

Water: City of Cleveland Division of Water

216-664-3130

Sewer: Northeastern Ohio Regional Sewer District

216-664-2513

Rubbish Removal (Orange Village Service Department)

440-498-4400

Orange Village City Hall

440-498-4400



