



**Carriage Hill of Brecksville
Condominium Unit Owners Association, Inc.**

**HANDBOOK OF RULES
AND INFORMATION**

**As approved by the
Carriage Hill of Brecksville
Board of Managers**

December, 2004

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The Rules and Regulations 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 owners to keep residents of their units informed of our rules and regulations.

The Board of Directors welcomes you to the **Carriage Hill of Brecksville Condominium Unit Owners' Association**, our community within a community.

By purchasing a condominium in Carriage Hill, you have chosen a relatively "care-free" lifestyle. You have also become a member of the Association, a collective ownership group. All members own a percentage share of the common area property and buildings. As it is with any home ownership, there are costs involved to maintain our buildings and property. A big part of maintaining our property is the responsible, courteous behavior of our residents and owners. So while it is "care-free" living, it is not "cost-free," or "responsibility-free".

Since we are a close community, we require some common sense guidelines, our Rules and Regulations. In writing our Rules and Regulations, we have taken into consideration, respect for the privacy and rights of you and your neighbor. The health, safety and comfort of all residents requires an extra bit of consideration for your neighbors due to sheer proximity. You need to be aware that your actions or the actions of your tenants and/or guests can and do affect others.

Please read through this handbook and keep it handy. This booklet is intended to supplement, not replace, the Declaration and By-Laws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or By-Laws shall govern. If something arises that does not seem to be covered by this book, please contact our property management company. You may be asked to put your inquiry in writing if it is something the Board must address.

We must also comply with Brecksville Ordinances and Ohio Codes. If our rules do not comply, the ordinances and codes govern.

We hope you will enjoy your condominium lifestyle.

Best regards,

Board of Managers
Carriage Hill of Brecksville
Condominium Unit Owners Association, Inc

Reserve Realty Management
480 W. Aurora Road
Sagamore Hills, OH 44067
(330-467-0828)

IN CASE OF EMERGENCY

Reserve Realty Management is available 24 hours a day, 7 days a week for emergencies that require the immediate response of our maintenance company. 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.

Reserve Realty Management and the Association do not have the responsibility for law enforcement at Carriage Hill. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Brecksville 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.

It is important to know that if the fire alarm sounds in your building, the Fire Department is **NOT** notified. Leave the building and call the Fire Department from a neighboring building. Contact Reserve Realty Management immediately to have the alarm turned off.

| | | | |
|--------|-----|----|----------------------------------|
| Police | 911 | or | for non-emergencies 440-526-8900 |
| Fire | 911 | or | for non-emergencies 440-526-2640 |

Reserve Realty Management 330-467-0828

INTRODUCTION

Carriage Hill of Brecksville Condominiums are located in the City of Brecksville, Ohio. The condominium property enjoys the services of the Brecksville Police, Fire and Service Departments. Brecksville has many amenities including the Brecksville Community Center, Brecksville Human Resources, Brecksville Center for the Arts, Brecksville branch of the Cuyahoga Public Library, and the Brecksville-Broadview Heights School District, which is one of the top districts in Ohio, and many more.

The condominium development consists of 26 multi-story buildings on approximately 20 acres of wooded land adjoining Brecksville Road and Carriage Hill Drive. There are 56 enclosed garages and 15 multi-vehicle carports. The Association is composed of 184 condominium units having one, two or three bedrooms. The Association owns one of the units. We have a large swimming pool facility that is fenced with an adjoining picnic area. A maintenance shop is connected to the pools restroom and equipment areas.

Carriage Hill Drive is a dedicated street and is maintained by the city. Drives within the condominium property are private and are maintained by the Association.

As a private condominium property, we are governed by our own Declaration and By-Laws written in 1981, when the property was converted to condominiums.* They were written in accordance with the Ohio Revised Code, Section 5311. Our documents are on file with the Cuyahoga County Recorders Office under Volume 15421, Page 637.

We elect our own Board of Managers from our unit owners, who in turn, manage the Association's affairs on behalf of the owners. Board members serve without compensation for a two-year term. There are no term limitations. Board terms are staggered so as to elect two in one year and then three the next year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following election at the Annual Meeting, the Board of Managers is organized by electing officers: President, Vice-President, Secretary and Treasurer.

*Amendments have been added since.

The Annual Meeting of the owners for the election of Board Members is held in or around April of each year. Regularly scheduled Board meetings are held throughout the year. Notification of time, date, and location is generally printed on maintenance fee invoices.

On behalf of the Association, the Board retains the services of a professional management company to handle the day-to-day operations of the condominium property. They are responsible for billing and collection of monthly maintenance fees and any assessments, obtaining bids for services rendered to the Association (e.g. snow plowing, landscaping) and monitoring these services. They also act in an advisory capacity to the Board of Managers. The Board also retains the services of a law firm to handle collection of past due accounts and any other legal issues that arise in the course of doing business.

A master policy for insurance coverage is purchased by the Association in accordance with the Declaration. Each unit owner must obtain insurance at his/her expense for any improvements to their unit, personal property and personal liability. Renters are also encouraged to carry both personal property and personal liability insurance.

CHANNELS OF COMMUNICATION

The Board of Managers consists of five (5) individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's monthly meeting. The location, date and time of the meeting are printed on your maintenance fee statement.

In between the monthly 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 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 (or, if verbal, followed up in writing). In case of an emergency, such as a fire, you should contact the fire/police departments before contacting the Management Company.

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.

HISTORY

The following are excerpts taken from an article written by Betty Spelman, a former resident of Carriage Hill of Brecksville Condominiums. We hope it provides you with a little history and background about Carriage Hill and our community.

Long before the white man came to Cuyahoga County, Native Americans settled up and down the old Muskingum Trail, which is now Brecksville Road. Traveling up from Marietta, Ohio, by way of the Tuscarawas River and Portage Path (in Akron), across Furnace Run, up Brecksville Road through Richfield, Brecksville, Independence and Willow, they made their trip along the west bank of the Cuyahoga River to Lake Erie.

In the early 1800's, settlers moved west from New England to the abundant wilderness of the Western Reserve area. Here they built their log cabins. The first settlers arrived in Brecksville in 1811. In 1828, Brecksville Road was officially created from Wyatt's Mill (Larson Lumber) on the Indian Trail up through Independence to Cleveland. Frequent flooding by the area creeks made the road impassable at times into Cleveland. When the road was paved and widened in 1928-29, those families owning frontage on the road were assessed the cost, and many Brecksville homeowners lost their properties at that time.

In the late 1830's, Jason Janes established his family in the Fitzwater-Brecksville Road area. He owned land on both sides of Route 21 from Whitewood Road up to the Church of God of Prophecy. North of Fitzwater, he operated a woolen mill. Several other mills were also operating in this area. As Mr. Janes prospered, homes for five of his children were built around the corners, three brick houses on the east side of 21, and one (McCreary House) on the west. As late as 1874, Carriage Hill land was owned by Elmira Goodell, one of Janes' daughters. Although these houses are gone, daffodils that lined the lane leading to the McCreary House (west of Nosek's Funeral Home) can still be seen in the spring.

By 1875, one hundred twenty buildings and homes had been constructed. At this time, the corners at Brecksville and Fitzwater Roads were home to a gun factory, brickyard, chair factory, stone quarry and woolen mill. A cheese factory operated around the corner on Wallings Road.

Most of these businesses were gone by 1918 when Tom Svoboda bought the old #6 school house and moved it from East Fitzwater to just north of the present Hunter's Pub in order to open a general store. In no time he added a lunchroom, which attracted many customers. Later, a dance hall was added for Saturday night parties and dances.

In 1924, Mr. and Mrs. George Stark bought the business and property and moved in with their son, George Jr. and daughter, Margaret. In 1928, Brecksville Road was widened to 100 feet and, in order to make room, the store was torn down and they began building the Spanish Tavern (now Hunter's Pub) from local materials. George Jr. contracted Anthony Nosek, a neighbor, to draw up the plans. In 1929, the Spanish Tavern was opened. Fuel from a natural gas well on the property was used for cooking, and a small lake in back of the parking lot was stocked with fish.

In 1917, the land south of Hunter's Pub (present day Carriage Hill) was purchased by the Weisehan and Brewster families. They built two executive-style homes on high ground with a common driveway winding about one quarter mile up from Brecksville Road. Here the two Weisehan and three Brewster children grew up playing in the woods, swimming in the small lake by Hunter's Pub, and playing tennis on the Brewster's clay court, (now where the large asphalt plot is today at the rear of the Hunter's Pub).

Although the Brewsters moved away, the Weisehans remained until 1961, when the English Construction Company negotiated the purchase and rezoning of 19 acres for an apartment house development to be called Carriage Hill. Many residents in the small town who were only accustomed to one-family homes, were concerned. Phil English, developer of Cambridge Village one-half mile north, had quality plans, which showed the view from Brecksville Road would be pleasant, many trees would remain, and the spacing of the buildings on the acreage would be uncrowded and gracious. Rezoning was granted, and when I-77 opened, the City of Brecksville was preparing for accelerated residential growth.

The first 24 units on the right of Carriage Hill were opened in November, 1961. The apartments were beautiful, with such features as fireplaces, bay windows, and attractive kitchens and baths decorated by Jean English Studios. Several different floor plans were used for diversity. The apartments rented rapidly as the building continued in six stages. Eventually, 184 suites were completed in 1964. The apartments were managed by Bates and Springer and became almost entirely an adult community.

In 1976, the apartment complex was sold to William Miller of the Johnson Rubber Co. in Mantua, Ohio. During that time, the property declined for a number of reasons. In August 1980, ownership again changed when Carriage Investment Co. purchased the property and converted it into condominiums. They made the necessary repairs to promote Carriage Hill as condominiums.

Sales of units were rapid at first, but activity was slowed by a severe recession and high interest rates in 1982. Ultimately, in November of 1989, total control of the development passed to the Condominium Owners Association with the resignation of the remaining Carriage Investment Co. partner from the Board of Managers after the remaining units to be sold were auctioned.

The management company first known as HGM Hilltop, then Realty One and finally First Realty, all owned by the same partners from Carriage Investments, managed the property for 20 years. In January, 2001, the Board of Managers retained Reserve Realty Management to manage Carriage Hill.

It was evident at this point, that Carriage Hill needed a major renovation. Forty years of neglect and a fix-and-patch approach had taken its toll. Though attempts were made by past Board's and maintenance staff to tackle the increasing problems, the Board of Managers of 2001 began the planning necessary to totally renovate the property. 6995 was renovated first to give owners a clearer picture of the possibilities. Specifications were written, bids requested, a contract was signed, and notice of an assessment of the owners for \$450,000 was given. Work began in November, 2002.

This renovation included on the exterior: vinyl siding on all wood areas; vinyl shutters; new front entry doors with side lights; new rear entry doors; ventilation added to soffits, gutters, and downspouts; new common area windows; and the painting of garage doors. In the interior, the wall paper was stripped; walls repaired and painted; and new carpeting installed. New bulletin boards, outgoing mail boxes and pictures were added. At the time of this writing, the work was nearly complete. Not addressed with this assessment were the carports and common area laundry areas.

Removal of landscaping that was beyond its "landscaping usefulness" began; replacing them with shrubs and trees requiring less maintenance. The beds around the buildings were shaped up and mulched. The plan was for less around the buildings and more trees in the lawn areas. Overgrown shrubbery around the buildings caused damage to the buildings along with fire and police safety issues. In September, 2004, the Prairie Fire Crabapple trees were planted along Carriage Hill Drive.

This is the history to present day. We are looking forward to many more years of history making and continued improvements.

COMMON AREAS AND FACILITIES

Common areas are everything except the individually owned condominium units and are owned by all unit owners collectively. Major items in this category are listed in the Declaration of Condominium Ownership, as well as the Ohio Revised Code Chapter 5311. Examples include roofs, parking areas, sidewalks, foundations. The reasonable repair and maintenance of the common areas are done at the Association's expense except as otherwise explained in the Declaration, By-Laws and Rules and Regulations. The utilities associated with these areas and facilities are the responsibility of the Association.

1. All land
2. Supporting structure of buildings
3. Interior load-bearing walls
4. Outer exterior walls, roofs and foundations
5. Separating walls between units (shared use)
6. All doors, floors, ceilings which serve common areas
7. Plumbing and electrical systems servicing common areas
8. Heating and mechanical systems servicing common areas
9. Laundry rooms and laundry room storage lockers
10. All walkways and stoops
11. Swimming pool facilities
12. Foundations, structural portion of fireplace, chimney
13. Lamp posts and lamps
14. Address markers and posts
15. Driveways and exterior parking areas
16. All air conditioning rooms
17. Hallway storage areas
18. Maintenance and pool house buildings
19. All lawns, landscaping
20. Garages and carports

COMMON AREA, COMMON SENSE, COMMON COURTESY

Our rules comply with City ordinances and State Codes.

1. Littering is prohibited. This includes cigarette butts. Be considerate and pick up after yourselves.
2. NO SMOKING IN COMMON AREA HALLWAYS AND LAUNDRY ROOMS.
3. Drains - No grease or other foreign materials are to be poured or flushed down the sink drains or toilets.

Garbage Disposal Etiquette:
 - a. Remove the garbage disposal if possible (optional)
 - b. Dispose of tightly wrapped food waste in your trash can. Disposals are not meant to be used as an alternative to your trash can.
 - c. NEVER put the following types of foods or materials through the disposal OR down the drain: potatoes, pasta, celery, onions, hair, cat litter, bones, grease paper, plastic, grease or other foreign materials.
 - d. It is recommended that one-half cup of bleach be poured into the disposal once a month to eliminate odors and bacteria.
 - e. Run cold water while using the disposal and for thirty seconds after disposal has been turned off.
The Number One cause of kitchen drains clogging is the misuse of garbage disposals. The results are higher plumbing repair and maintenance costs.
4. Water & Sewer - Water and sewer costs are a common expense to the Association (all unit owners). Your conservancy efforts are important to minimize these expenses.
5. Exterior and interior modifications and/or alterations which will impair the structural integrity or would structurally change the buildings, units, carports or garages, or grounds are prohibited without Board approval. Plans of a change must be submitted through the property manager to the Board for consideration.

6. Decorative items such as Christmas lights may not be affixed to the exterior and/or common area hallways of any building. However, a wreath or typical door decoration may be hung on a unit's entry door. The Association reserves the right to restrict any decoration on doors due to size, color and/or offensive nature, etc.

The Association has installed pictures in the hallways as part of the 2003-2004 renovation. We welcome additional pictures from the owners IF they are within the following guidelines:
 - a. The theme must be of a landscape or floral nature.
 - b. The frame must be either gold or dark wood.
 - c. Matting must match or accent the current wall colors.
 - d. Board approval must be given.
 - e. Owners name and unit number must be shown on the back of the picture.
The Association reserves the right to restrict any pictures in the hallways due to size, color and/or offensive nature, etc.
7. The common area hallways are to be kept clear of personal items such as boots, shoes, bicycles, wagons, etc. The hallways are not to be used as storage areas. The removal and storage of these items will be at the expense of the unit owner whether by the Association or the City of Brecksville.
8. Door mats are permitted as long as they match the carpet and decor of the hallway. The word "Welcome" is the only writing permitted on mats. Any mat not acceptable will be considered a personal item and be removed at the owner's expense. The Association reserves the right to restrict any door mat due to size, color and/or offensive nature, etc.
9. Signs are not permitted on walls or unit doors in the common area hallways with the exception of "Oxygen in Use" signs. Signs are defined as anything with words other than the above allowance.
10. Plastic or other non-glass window or door liners are prohibited on the exterior of any unit.
11. Window air conditioners and window fans are prohibited.

12. Windows and screens are the responsibility of the unit owners and must be kept in good repair.
13. Watering hoses may not be left or stored outside of a unit or that unit's storage locker.
14. Any damage to common areas caused by an owner, tenant, guest or pet will be repaired or replaced at the unit owner's expense.
15. Items left unattended or stored in or on the common areas will be removed and stored by the Association at the expense of the unit owner.
16. Noise or any noxious activity that causes a disturbance or creates a nuisance is prohibited.
17. While activities within a unit are not subject to many rules and regulations, some are. Noise and noxious activities are not permitted. Consideration should be used in the use, and time of use, of exercise equipment, stereos, televisions, vacuums or anything that has an effect on neighboring units.
18. Second floor owners should consider the noise produced when wood flooring is installed in their units. Our buildings are not noise proof; wood floors amplify the sounds of shoes and pets.
19. No signs - whether window displays, decorations or advertising - are permitted on any part of the property except as indicated in the 'Sale of a Unit' section and Item 9 of this section.
20. No 'cottage industry' business or similar activities are permitted on any part of the property.
21. The closeness of our community calls for extra efforts on everyone's part for consideration, common sense and common courtesy.

LIMITED COMMON AREAS

Each unit owner is granted an exclusive and irrevocable license to use and occupy the Limited Common Areas located within the bounds of their unit or which serve only their unit. Definitions of these areas and facilities are listed in the Carriage Hill Declaration of Ownership as well as the Ohio Revised Code, Section 5311. The Limited Common Areas shall not be subject to change, modification or reassignment by the Board of Managers.

The unit owner will have the responsibility to maintain, repair and replace, at their expense, all portions of their unit, and all internal installations of said unit, regardless of the financial or legal status of the unit.

1. The unit owner will have entire responsibility for costs of all utilities
2. All interior walls, doors, floors and ceilings within the bounds of such unit, excluding structural components
3. All appliances, heating, plumbing, electrical and all air conditioning fixtures or installations, or any other utility or service facilities located within the bounds of each unit, or which service only said unit
4. All air ducts, plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of each unit, or which serves only said unit
5. All gas, electric, water or other utility service lines, pipes, wires and conduits located within the bounds of each unit, or which serve only said unit
6. Ducts, gas, air conditioning and heat, electric, water and sewer lines may be located in interior walls or in common areas, but if such facilities serve exclusively the unit, then it will be the unit owner's responsibility to maintain, repair and replace.

7. Further description:

- A. Hot and cold water, sewer and water pipes and drains – The Association will be responsible for all maintenance and repairs of pipes and drains leading from the supporting wall between units up to the first connection or shutoff valve. The first connection and all other pipes leading from the shutoff valves into the owner's unit will be the responsibility of the unit owner, except for showers and bathtubs. The Association will be responsible for the plumbing up to the shutoff valves behind the inspection cover.
- B. Unit owners will be responsible for all electrical service to their units, regardless of its location.
- C. Unit owners will be responsible for the repair and replacement of the brick facing and cement pointing of their fireplaces and firebox as well as periodic cleaning of the flue and critter control caps.
- D. The unit owner is responsible for maintaining an adequate heat level (55 degrees F. minimum) in said suite at all times in order to prevent freezing damage to Common Area and Limited Common Area water piping. This is particularly important when suites are vacant. Repair is at the unit owner's expense.
- E. Unit owners will be held responsible for all costs incurred resulting from leaks of any kind that result in damage to other unit owners' property or common areas. Failure to make repairs within thirty days of the damage will result in the Association making the repairs and charging the owner causing the damage.

Before making any changes to your unit or facilities such as:

- a. Removal of interior walls
- b. Any changes to separating wall between units
- c. Plumbing replacements and additions
- d. Electrical changes and additions
- e. Furnace and outside air conditioning compressor

you must notify the Property Manager to obtain Board approval. He will advise you of any building permits and fire codes that must be maintained. You must use a licensed repair person. This procedure must be adhered to for insurance purposes, your safety and the safety of other residents in your building. Unit owners must recognize there are strict safety standards that must be met for multi-family residences that are not the same for single family units. If a problem occurs from any repair or changes, you will be liable for all costs and damages incurred to any unit or common elements. The Association is not responsible for any changes and/or resulting damages whether the change was Board approved or not.

EXCLUSIVE USE

1. Certain common areas have been designated as exclusive use. They have been licensed, granted or assigned to individual unit owners and may not be in the confines of the unit owner's residence. This designation is common practice in all condominium complexes in the state of Ohio and is not necessarily unique to Carriage Hill.
2. Certain garages/carports are assigned to unit owners as per drawings on file with the Cuyahoga County Recorder.
3. Carports and carport storage areas as marked with unit owner number.
4. Garages and garage storage areas as marked with unit owner number.
5. All windows and window frames and screens in owner's unit.
6. Entry door and frame to owner's unit.
7. Mailboxes as marked with owner's unit number. The individual mailbox key and lock are the responsibility of the unit owner.
8. Laundry room storage lockers assigned to certain unit owners.
9. Hallway storage areas that are leased to unit owners.

The unit owner will be responsible for cleaning and maintaining their exclusive use areas. If facility or item is damaged or needs repair, unit owner's responsibility will be to repair or restore and, if needed, purchase an equivalent. Repair and replacement must conform to design and color and be in accord with the present appearance of Carriage Hill. Unit owners must meet with Management prior to repair and replacement so conflicts do not occur with present design and color.

Areas designated Exclusive Use may be changed, modified or reassigned at the discretion of the Board of Managers.

RUBBISH AND RECYCLING

1. The City of Brecksville currently collects our rubbish on Friday mornings at the carport and garage entrances. They require rubbish to be put out by 8:00 A.M.
1. All rubbish must be placed in the trash containers provided in the carports and garages. Replacement or extra containers may be purchased through the property manager or you may purchase one on your own as long as it is the same type.
2. Loose rubbish is prohibited.
3. Bagged rubbish is permitted only on the morning of rubbish pickup. It may not be left in the carport or garage at any other time.
4. Large items such as furniture or appliances are picked up by the City. The resident must contact the City Service Department at 440-526-1384 or 440-526-2643 to notify them of the item and where the pick up is located. It is picked up by a separate truck.
5. Recycling is currently scheduled for the first and third Friday of each month. Newspaper, glass bottles, cans and plastic items should be put into blue recycling bags (blue grocery bags are acceptable). Cardboard should be collapsed. Place the recyclables alongside your rubbish on recycling day. It is picked up by a separate truck.
6. Trash should not be left in any common area. Dispose of newspapers, magazines, unwanted mail, etc. in your own trash can.
7. Use only the trash cans that belong to the unit where you reside. If an additional can is required, you may purchase one yourself or call the Management company.

MOTOR VEHICLES

1. The following vehicles are prohibited from the Carriage Hill property:
 - A. Buses
 - B. Mobile and/or motorized homes
 - C. Trailers (boat, car, motorcycle, hauling)
 - D. Campers and camper trailers
 - E. Snowmobiles
 - F. Boats
 - G. Motorized trail bikes
 - H. All vehicles with exhaust systems which disturb other residents whether by malfunction or design
 - I. Any vehicle with mechanical problems such as leaking fluids (oil, transmission, gas), or causing any other noxious odors, spills or leaks
 - J. Commercial vehicles such as company trucks, dump trucks, tractor trailers, unless for the maintenance of Carriage Hill property

Moving vans are permitted to be temporarily parked on the street or drives if the flow of traffic is not obstructed. Tractor trailer movers are not permitted on the driveways and must park on Carriage Hill Drive. Any damage to common areas will be the responsibility of the unit owner.

2. Major mechanical repairs are prohibited.
3. Minor mechanical repairs, oil changing and antifreeze changing are prohibited on roadways, driveways or parking areas. Such repairs must be made within the garage, carport or off of the property.
4. Oil or fluid leaks on drives, in garages or carports, or in parking areas must be cleaned up immediately by the resident or owner. Unit owners and/or tenants must not pour or allow to spill any oil, solvents or other volatile or flammable material into the storm sewers or common areas.
5. Motorcycles must be parked in a carport or garage.

6. Abandoned or disabled vehicles left for a period exceeding 72 hours are in addition to all other remedies subject to removal from Carriage Hill property at the owner's expense. All vehicles must bear current license plate stickers even when parked in a carport or garage. If it does not, it will be considered an abandoned vehicle. 'For Sale' signs are permitted on vehicles as long as they are the primary transportation of the vehicle owner. Vehicles with 'for sale' signs are considered abandoned if parked for more than 72 hours.

PARKING

1. Residents must use their garage or carport space as their primary parking space.
2. Parking on any lawn area or sidewalk is prohibited.
3. Parking in areas designated as fire lanes is prohibited.
4. Double parking at carports or garages is prohibited when it interferes with the flow of traffic or other carport or garage parking.
5. Parking in common area parking must be within the striped spaces only.

When Carriage Hill was built in 1961 as apartments, most tenants owned one vehicle. The common area parking is very limited.

Common courtesy requires everyone to be aware that where they park may make it difficult for others to maneuver around their vehicle.

Common courtesy also requires residents to consider others when parking in small common area parking locations. In these areas, limit your parking to one vehicle per condominium unit, with garage or carport used as primary parking.

CARPORTS AND GARAGES

1. Residents must use their carport or garage as their primary parking spaces.
2. Garage doors must not be left open for extended periods of time to deter animals, discourage trespassers and retain heat during the winter months.
3. Only minor maintenance to motor vehicles is permitted.
4. Storage of flammable or hazardous materials is prohibited. This includes such items as oil, and gas products. Cardboard and newspaper is permitted only for the period of time between recycling days.
5. Only trash containers, grills, bicycles and recycling materials are permitted to be exposed in carports or garages. All other items must be in the storage spaces. All other items exposed, will be removed and stored at the expense of the owner.
6. Bicycles may be suspended from the rafters within the carport or garage space provided for the unit so long as they do not interfere with any other spaces, storage units or pathways of other residents to their space. Tenants must have the written permission of the unit owner, a copy of which must be sent to the property manager.
7. Trash cans must be returned to the concrete area or ledge at the back of the garage/carport by the end of the day of trash collection. It is the owner's responsibility to arrange for the trash cans to be returned in the event the resident cannot.
8. Owner's are ultimately responsible for the cleanliness of their garage/carport areas. Oil spills, vehicle leaks, garbage from the resident or dumped trash cans, must be cleaned up promptly. The Association arranges for the sweeping of garage/carports twice a year (fall and spring clean up).

9. The storage units in the garage/carports are the exclusive use of the resident of that unit. Storage units should be kept clean and debris free to discourage animals and to prevent damage and/or injury to other residents, guests, and adjoining property. Owners are responsible for the proper use of these storage rooms and any damage or injury as a result of what is stored and the condition of the space.

GARAGE DOORS

1. The garage doors are the responsibility of the unit owner. The owner must keep the door in good repair and appearance.
2. From time to time, the Association has contracted the services of a painter to paint all of the garage doors. An owner should not assume that this practice will continue.
3. If an owner must repair or replace all or part of a door it must be immediately painted to conform to the current color of the other doors.
4. When replacing an entire door, Association approval is required. Doors must conform in appearance with other doors on the property. Contact the property manager for help in determining an appropriate replacement.
5. Installation of garage door openers is permitted. Installation and maintenance of the opener is the responsibility of the owner.

GRILLS

1. Store your cold grill in your garage/carport. It must be stored in such a way as to prevent the possibility of injury to residents or guests to the property.
2. Grills cannot be stored or used on patios or balconies, at entryways to buildings, or in shrubbery.

3. While using your grill, or while it is cooling, it must be at least twenty (20) feet from any building.
4. Every grill must be identifiable with the owner's name and unit number in plain view.
5. Grills may be used in the picnic area, but must be removed immediately when your picnic is over.
6. Grills must be kept in good repair.

The unit owner is ultimately responsible for the proper use of grills by themselves or their tenants. The Association is not responsible for the misuse of grills whether our rules are followed or not. The Association is not responsible for grills stolen or damaged. Non-compliance of our rules, Brecksville ordinances and Ohio Codes may result in action against the unit owner.

STORAGE LOCKERS

1. All units have a storage locker assigned to them located in their garage or carport. These are a part of the unit's limited common area. The owner is responsible for maintenance and repair of these units.
2. There are some storage lockers in the hallways of some buildings that are not assigned to a particular unit. They are the property of the Association. The Association may rent these lockers to unit owners only, whether on their behalf or that of their tenant, by the Board of Managers through the management company, in writing.
3. The Association reserves the right to inspect any of the rentable storage lockers at any time.
4. Any person occupying a locker not so assigned or rented by him will be considered trespassing and the articles removed and stored at the expense of the owner.

5. The storage of flammable or hazardous items or items subject to rust or mold damage in any locker is prohibited.
6. All legal expenses incurred by the Association to recover a storage locker that is being used without authorization shall be charged back to the owner.
7. The Association shall charge \$50.00 per month to compensate for unauthorized use in addition to any charges involved in the removal and sale of contents.

LAUNDRY ROOMS

1. Only residents and their guests are permitted to use the laundry room facilities.
2. Spills and residue must be cleaned up immediately to maintain cleanliness standards. Clean up after yourselves.
3. Storage of personal belongings other than in lockers is prohibited.
4. Laundry is to be removed from the machines and laundry room promptly.
5. The Association is not responsible for lost or damaged property of residents.
6. Rubbish of any kind is not to be left in the laundry room. This includes all laundry product containers.
7. Please call the telephone number on the machines in case of malfunction.
8. Smoking is prohibited.
9. Common courtesy is required. Do not leave your belongings unattended for longer than a half an hour. Someone else may be waiting to use the machines.
10. Common courtesy again. Please refrain from using laundry after 9:00 P.M. or before 8:00 A.M.

POOL AND POOL AREA

1. The pool opens on or about Memorial Day weekend and closes on or about Labor Day weekend. The pool hours will be posted. The pool will be closed in inclement weather or if the temperature is below 70 degrees F.
2. Pool passes and current rules are distributed to unit owners with maintenance fee statements prior to the opening of the pool each season. These rules and regulations are subject to change without notice.
3. Pool Attendant -No one may use the pool unless a pool attendant is present. All swimmers must have someone on the pool deck as an observer in case of an emergency. The pool attendant may bar any person from the pool or pool area for violation of rules or for any reason he/she judges to be a hazard to others.
4. After Hours Party - The pool may be used for parties after the normal 8:00 P.M. closing until 10:00 P.M. There is a charge to be paid in advance by the unit owner for the use of the pool and the pool attendant to be on duty.
5. Registration - No one will be admitted into the pool area without presenting the unit's pool pass. All residents and their guests are required to register with the pool attendant upon entering the pool area. Up to four guests are allowed per unit. Children under twelve years of age must be accompanied by an adult at all times.
6. More than four guests per unit is considered a party and must be registered in advance with the Management company. Party size is limited to fifteen (15) guests. There is a fee of \$5.00 per guest beyond four. If an additional pool attendant is required it will be at the expense of the owner and/or resident.
7. Responsibility - All residents and guests use the pool and the pool area facilities at their own risk. The owners of Carriage Hill Condominiums, their agent, and employees assume no responsibility for personal injury or loss or damage to personal property.
8. Sanitation - Persons with communicable diseases or infection will not be allowed to enter the pool area.

9. Clothing - Shoes, sandals or slippers must be worn to and from the pool. It is requested that all persons wear a cover garment over their bathing suit to and from the pool area. No cutoffs are allowed.
10. Pool Conduct - No running, pushing, dunking or horseplay will be permitted in the pool area. Rafts, life preservers, toys, balls, or other equipment are permitted provided they do not interfere with the comfort or enjoyment of others. No food, drinks, glassware or intoxicants are permitted in the pool area or on the sun deck with the exception of water in plastic water bottles. A picnic area is provided for these items.
11. An incident report will be filed for noncompliance of rules in the pool and pool area. The first offense will result in a warning letter. The second offense will result in the revocation of the pool pass for that unit owner and/or resident for a period of one year.

PICNIC AREA

1. The picnic area is open to all owners, residents and their guests all year round.
2. The picnic tables are not to be removed from the picnic area.
3. Any personal items brought to the area are to be removed as you leave. Any items left in the area will be removed and stored at the owner's expense. Items include, but are not restricted to, clothing, towels, bottles, picnic supplies, coolers, grills, etc.
4. Patrol the area for a clean up after your use so the next users can enjoy themselves.
5. Consideration of other owners and residents is a must in the picnic and pool areas. We ask that you limit your use of the picnic area to two (2) hours to give others an opportunity to enjoy this amenity.
6. Parties of four (4) or more must disband by 8:00 P.M. or dusk.

PETS

With the exception of dogs and cats, no animals of any kind are permitted in the units, without the prior, written consent of the Board. Furthermore, any permitted pet is subject to the following:

1. No animals may be kept for commercial purposes in any unit or common areas.
2. Pets must be attended and leashed (cats included) at all times when outside their unit on no longer than a seven foot (7') leash.
3. Pets shall not be tied or staked in the common areas, nor permitted to run loose.
4. All pet excrement must be cleaned up and properly disposed of immediately by owners by tying in plastic bags and placing in the unit's trash container in the carport or garage.
5. Cat litter must be disposed of by tying in plastic bags and placing in the unit's trash container in the carport or garage.
6. Pet owners will be responsible for the cost of repairing or cleaning any damage to common area property, such as hallways, entry doors, flower beds, lawn, etc. This includes but is not limited to damage by urination and defecation.
7. The Association reserves the right to require pet owners to remove their pet permanently if it causes a nuisance or unreasonable disturbance, upon three day's written notice.
8. All pet complaints must be in writing, including the time and date of the incident, the address of the unit responsible, as well as the signature and address of the person complaining.

9. Violators of the above rules shall be subject to the following penalty assessments:

| | | |
|--------------------|---|--|
| First Offense | - | Warning Letter |
| Second Offense | - | \$25.00 penalty assessed |
| Third Offense | - | \$50.00 penalty assessed |
| Subsequent Offense | - | \$50.00 penalty assessed per occurrence, the situation will be turned over to the Association's legal counsel at the unit owner's expense. |

SALE OF A UNIT

1. 'For Sale' signs are prohibited by the By Laws.
2. 'Open House' signs are permitted in front of the building and at the entry to Carriage Hill Drive between Noon and 6:00 P.M. on the day of the open house. Open houses are to be held on Sundays only. The sign must be professionally printed. No homemade signs are permitted.
3. After a sales agreement has been executed and at least thirty (30) days prior to transfer, you or your realtor must call the Management Company to make arrangements for the waiver of first refusal, maintenance fee update letter and certificate of insurance for the buyer. The name, address and phone number of the purchaser must be provided to the Management Company in addition to the sales price of the unit and the name of the mortgagee.
4. The Property Manager will send a condominium questionnaire and agreement to abide to the buyer to be completed and returned.
5. Upon receipt of the condominium questionnaire and agreement to abide, the Property Manager will coordinate paper work with banks, realtors, appraisers and escrow agents.
6. A transfer fee may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
7. The seller is responsible for providing the following information to the buyer:
 - A. Copy of the Declaration and By-Laws
 - B. Copy of the Handbook of Rules and Regulations
8. A current Rules Booklet will be sent to the new owner in a "welcome" package.
9. Sellers must make buyers aware of two amendments added to our Declarations and By Laws in 2002: (1) Sexual predators are prohibited from residing at Carriage Hill; and (2) the occupancy limit is two people per bedroom, per unit.

LEASE OF A UNIT

1. 'For Rent' signs are prohibited by the By Laws.
2. Unit owners are required to notify the Management Company in writing of any changes in occupancy within thirty (30) days of change.
3. No unit shall be rented or leased for transient or hotel purposes, or for periods of less than one (1) year unless approval is obtained from the Board.
4. Units shall not be occupied by more than one (1) single family and limited to two people per bedroom per unit. The condominium unit owner must provide the Management Company with the following information prior to tenant move in as mandated by the ORC5311.09(A)(2):
 - A. Copy of approved lease
 - B. Full name of tenant
 - C. Names of all occupants of the unit
 - D. Telephone number of tenant
 - E. Vehicle(s) make, model, year and license plate number
 - F. Copies of criminal and credit checks of tenants are required to assure compliance with our Sexual Predator Amendment
 - G. Social security numbers may be deleted from information passed on to us.
 - H. Name, address, telephone number of any person who manages the owner's unit as an agent of that owner.
5. The unit owner or the assigned agent is responsible for making the tenant aware of the Rules and Regulations of the Association.
6. The unit owner is responsible for tenant violations of the Declaration, By-Laws and/or Rules and Regulations. The owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
7. Garage or carport spaces may be leased or rented only to residents of Carriage Hill Condominiums.

8. The Association is authorized by ORC5311.19(B)(1) to evict tenants who are in violation of the governing documents or restrictions, so long as the unit owner is provided with at least ten days written notice of the intended eviction action. All costs are chargeable to the unit owner.
9. All units must be maintained at fifty-five (55) degrees or higher. Owners are responsible for any damage to other units and/or common areas as a result of frozen pipes. Arrange with the utility companies to transfer the services back to you if your tenant should cancel service or move out.

COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the first day of the month and are considered late if not received by the 15th of the month.
2. Failure of an Association is not a defense for non-payment. ORC5311.(B)(6) stipulates that in any foreclosure action, it is not a defense, set off, counterclaim, or cross claim that the unit owner's association failed to provide the unit owner with any service, goods, work, or material, or failed in any other duty.
3. 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).
4. Any payments made shall be applied in the following order as mandated by ORC5311.18(A)(2):
 - a. First, to interest owed to the Association
 - b. Second, to administrative late fees owed to the Association
 - c. Third, to collect costs, attorney's fees and paralegal fees incurred by the Association
 - d. Fourth, to the principal amounts the unit owner owes to the Association for the common expenses or penalty assessments chargeable against the unit.
5. Pool passes will not be issued to any account which is delinquent in payment of assessments, including maintenance fees, and will be revoked if the account becomes delinquent.

Any past due assessments may cause a lien and foreclosure to be filed against the owner.

Any cost, including attorney 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.

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 By-Laws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said 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.

**ENFORCEMENT PROCEDURE AND
ASSESSMENT FOR RULE VIOLATIONS**

It is the policy of Carriage Hill that the following procedure is followed in cases of noncompliance with our Rules and Regulations unless otherwise stated in this book. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, of his/her unit. Our rules reflect Ohio Codes and Brecksville Ordinances. Non-compliance with our rules may also be non-compliance with the law. Illegal activities will be reported to the proper authorities.

- A. The unit owner shall be responsible for any violation of the Declaration, By Laws or Rules by the unit owner, guests, or the occupants, including tenants, of his/her unit.
- B. Complaints against anyone violating the rules must be made to the Management Company in writing, including a description of the violation, the address of the unit responsible as well as the signature and address of the individual making the complaint.
- C. 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 attorney fees, shall be added to the account of the responsible owner.
- D. If the problem requires an immediate response in the form of clean up and/or repair, the property manager will authorize the response and the cost will be added to the unit owner's account.
- E. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.

F. 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 owner by delivery to the owner's home in person, or by deposit in the U.S. mail, specifying:
 - a. A reasonable date by which the 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 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 owner must mail or deliver a written "Request For A Hearing" notice in the form attached which must be received by the Board not later than the tenth day after receiving the notice required by Item F-1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and

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b. At the hearing, the Board and alleged responsible 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 owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within 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.