



Handbook of Rules and Information Ironwood Trail Condominium Association, Inc.

Date enacted: March 26, 1997

Date effective: April 1, 1997

WELCOME TO GREENWOOD VILLAGE AND IRONWOOD TRAIL CONDOMINIUMS

On behalf of the Association, welcome to Ironwood Trail Condominiums. Our objective is to maintain the condominium as an attractive and desirable place to live. In order to accomplish this we have established a set of rules which pertain strictly to living at Ironwood Trail Condominiums in a condominium atmosphere.

These are common sense rules which take into consideration the health, safety and comfort of all residents. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this booklet handy and that you refer to it when necessary. If something arises that may not be covered in this booklet, please do not hesitate to contact Management Company.

Additional information is contained in the Ironwood Trail Condominiums Declaration, as recorded in Volume OR 6875, Page 361 et seq. of Summit County Records. A copy of the Declaration and Bylaws may be obtained from the Summit County Recorder's office or from Management Company for a fee.

IRONWOOD TRAIL CONDOMINIUMS
HANDBOOK OF RULES AND INFORMATION

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INTRODUCTION

The correct and legal name of the condominium property is "Greenwood Village Ironwood Trail Condominiums" but for the purpose of clarity and this booklet, the property shall be referred to as "Ironwood Trail Condominiums".

Ironwood Trail Condominiums is comprised of 18 condominium units situated in fifteen (15) buildings. Twelve (12) buildings are single dwelling units. Three (3) buildings are two (2) unit dwellings. The condominium units are numbered individually and range in address from 914 to 952 Hemlock Lane, Sagamore Hills, OH 44067.

Located in the Township of Sagamore Hills, the condominium property is served by the Sagamore Hills Police and Northfield Center Fire Departments and the Northfield branch of the U.S. Postal Service.

Roads within the condominium property are private and are maintained by the Association.

As a private condominium association, we are governed by our own Declaration and Bylaws. Ironwood Trail Condominiums is a self-governed, non-profit corporation operated by an elected Board of Trustees. The buyer of a unit automatically becomes a member of the Association and, as such, receives voting rights equivalent to his/her percentage of ownership in the Common Areas and facilities.

Board meetings are held on the fourth Tuesday of every other month at 7:30 p.m. (subject to change) at the Village Clubhouse. Unit owners are encouraged to attend.

We elect our Board of Trustees which is composed of five unit owners, each serving a two-year term. The Annual Meeting for the election of Board members is held in or around February each year. The Board manages Association affairs on behalf of all unit owners.

Reserve Realty Company, Management Division (hereafter "Management Company"), a professional management firm, handles the day-to-day management of the Association. They are responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association, i.e., snowplowing and landscaping, and monitoring these services. They also act in an advisory capacity to the Board of Trustees. Any questions or inquiries must be directed to Management Company at 480 West Aurora Road, Sagamore Hills, Ohio 44067, 467-0828.

I. ENVIRONMENT OF COMMON AREAS

"Common Areas" are defined as all property except the individually owned units. These areas are owned by all owners together. The repair and maintenance of the Common Areas are the responsibility of the Association except as otherwise explained in the Declaration, Bylaws and rules. Examples include foundations, roofs and landscaped areas.

A. NUISANCE

No noxious or offensive activity shall be carried on in any unit or in the Common Areas, nor anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the unit owners or occupants.

B. PARKING AND MOTOR VEHICLES

1. All vehicles on the property must be operable and bear current license tags.
2. The garage must be used as the primary parking space for a resident's vehicle.
3. The garage door must be kept closed when not in use.
4. Resident's vehicles which are too large to fit into a garage may not be kept on the property.
5. Driveway parking is limited to guest parking and/or a vehicle of a resident when the resident's garage is full.
6. A resident's guest will be permitted, with prior written Board approval, to park a recreational vehicle in the overflow parking lot for a maximum of two (2) nights.
7. Vehicles which are licensed under the Ohio Motor Vehicle Laws as trucks are prohibited from overnight parking on the property.
8. In addition to all other remedies, any vehicle in violation of these rules may be towed at the owner's expense.

C. RUBBISH REMOVAL

1. Collection will be made on Fridays. When a holiday occurs during the week, the pick up will be delayed one day.
2. All rubbish must be placed in heavy duty containers or plastic bags, securely bound and set at the curb. Make certain the rubbish is on the driveway curb no later than 7:00 a.m. but no earlier than dusk on Thursday evening.

II. ASSOCIATION RESPONSIBILITIES

- A. Exterior walls and siding, foundations and roofs.
- B. Driveways, sidewalks and parking areas.
- C. Common Area exterminating.
- D. Exterior window cleaning.
- E. Common area insurance.
- F. Gutter cleaning.
- G. Common Area landscaping.

III. UNIT OWNER RESPONSIBILITIES

- A. All interior walls, doors, floors and ceilings.
- B. All glass and screens within the windows and doors.
- C. All heating, cooling and ventilation equipment.
- D. All utility service lines, pipes, wires, & conduits exclusive to the unit.
- E. Patios, stoops, balconies & decks exclusive to the unit.
- F. Garage door mechanisms and component parts.
- G. All other Common Areas as may be located within the bounds of such unit and which serve only such unit.

IV. LANDSCAPING

The following regulations provide acceptable guidelines for unit owners in planting annual flowers and replacing permanent planting in accordance with the provisions contained in our governing documents.

A. PLANTING OF ANNUAL FLOWERS

1. Requests for planting of annual flowers in the Common Areas must be submitted in writing to Management Company. Approval will normally be given within five (5) days, as long as the request falls within the guidelines. The form shown at page 6 must be used for this purpose.

2. Flowers must be planted in existing beds which are located adjacent to the units.
3. Types of flowers permitted are limited to those listed in the request form on page 6. Wildflowers are prohibited.
4. Fruit trees and vegetable gardens are prohibited. However, limited growing of vegetable plants will be permitted, as noted below:
 - a. All such plants shall be placed within the boundaries of existing beds which are contiguous to the unit and are on the side or back of the unit out of sight of normal traffic patterns. Oversize or vine type plants shall not be permitted. Prohibited plants include but are not limited to sunflowers.
 - b. The quantity of these plants should be limited to that amount that can be consumed by the immediate family of the unit owner.
5. Unit owners are solely responsible for watering, weeding, removal and replacement of flowers they are granted permission to plant.

B. CHANGES OR ADDITIONS TO EXISTING PERMANENT LANDSCAPING

These guidelines are designed to cover those shrubs, trees, perennials and ground cover in the Common Areas which die and are outside the landscaping warranty, as well as any permanent additions unit owners wish to make. The procedure will also apply to the installation of path and garden lighting by the unit owners.

1. All requests, whether they will be paid for by unit owners or the Association, must be submitted in writing to Management Company. A drawing showing the changes or additions and location from the unit must accompany all requests.
2. Once approved by the Board, the request will be given to the Association's landscape contractor for a quote on the cost of materials and labor. Please do not contact the contractor personally since the orders must be placed by Management Company regardless of who pays the bill. If deemed necessary by the Board, unit owner may be asked to submit the request to Greenwood Village A.C.C.E.S. for their approval.
3. A determination will be made by the Board if the expense is to be absorbed by the Association. If not, the unit owner will be informed of the cost and, if accepted in writing by the unit owner, the order will be given to the landscape contractor. The unit owner will then be billed for the work done.
4. In the case of authorized path and garden lighting, the material, installation and maintenance costs will be borne by the unit owner. Once installed in the Common Area, they become the property of the Association.

5. Only those shrubs, trees, perennials and ground cover consistent with the landscape development plans will be authorized. These items are selected because of the type of soil/weather conditions present in our area.
6. Residents are prohibited from installing shrubs, trees, perennials and ground cover without prior written authorization from the Board.
7. All such shrubs, trees, perennials and ground cover will be considered the Association's property and may not be removed from the Common Area. The Association will be responsible for the maintenance of the plantings.

C. REPLACEMENT OF DEAD OR DYING TREES AND LARGE SHRUBS

The decision to replace dead or dying trees will be based on meeting at least one of the following criteria:

1. The tree provides a primary means of privacy for the unit owner.
2. The tree is placed in such a position to be considered aesthetically necessary to preserve the appearance and value of the Ironwood Trail Condominiums Common Area.

Upon receiving a quote for tree replacement, the Landscape Committee will make a preliminary determination of the amount of payment the Association will authorize and will make a recommendation to the Board after receiving a request from the unit owner. This generally will be an amount required to replace it with a young tree. If the unit owner desires a larger tree, he/she may request Management Company to obtain quotes, gain approval from the Board and pay the difference between the cost of the young tree and the approved desired tree.

Dead trees that do not fall within the listed criteria will be removed by the Association but not replaced. If the unit owner desires a replacement, he/she must follow the procedure outlined in Section 2, Changes or Additions to Existing Permanent Landscaping.

TO: IRONWOOD TRAIL CONDOMINIUMS
c/o Reserve Realty Company,
Management Division
480 West Aurora Road
Sagamore Hills, Ohio 44067

REQUESTED BY: _____
(Name)

(Address)
Sagamore Hills, OH 44067



I am requesting authorization to plant the following annual flowers in the Common Areas adjacent to my unit (check appropriate blanks):

- | | |
|-------------------------------------|-----------------------------|
| _____ Begonias | _____ Vinca |
| _____ Petunias | _____ Ageratum |
| _____ Impatiens | _____ Alyssum |
| _____ Geraniums | _____ Other (specify below) |
| _____ Vegetables
(specify below) | _____ |
| _____ | _____ |
| _____ | _____ |

I certify I have read and will abide by the stated guidelines.

(Signature)

(Date)

V. DECORATIONS

A. PLACEMENT OF DECORATIONS

Decorations may be placed on or around the individual unit on the Common Area of the Association, i.e., front yards, side yards, rear yards, tree and shrub ornaments, etc., providing the individual unit owner is responsible for all damage incurred by that placement and repairs same within seven (7) days of removal of decorations.

B. TIME LIMITS

All holiday decorations shall be put up and removed in a reasonable and customary time frame.

C. NOISE LEVELS

There will be no noise allowed to originate from the display including music.

D. LIGHT LEVELS

1. Lighting times will be from 4:30 p.m. until 12:00 p.m. during the display period.
2. The amount of light generated shall not spill over into neighboring yards, nor shall it be such to cause light pollution in the area. The Board has the right to control this condition as the need arises at the time in question.

E. SIZE OF DISPLAY

No free standing display shall be taller than 42" in height.

F. LOCATION OF DISPLAY

1. Displays are prohibited on the roofs.
2. Displays are prohibited in the common parking areas or the right of ways.
3. The Board has the right to approve displays created in the cul-de-sacs when requested by a group of unit owners. The display itself must be approved by the Board as it will reflect the Association's appearance to the rest of Greenwood Village.

G. ARBITRATION

The Board shall have the right to arbitrate complaints. The complaint must be brought by not less than three (3) unit owners that surround the questionable display. By this we mean that the Association is physically separated into two sections, i.e. the upper circle and the lower circle. If there is a questionable display located in the upper circle, it would be reasonable that if anyone objects, it would be the immediate neighbors affected by the display. They have the right to approach the Board via written protest and request

the Board to review the display. The Board will have the right to arbitrate the appeal and require the displayer to immediately modify or remove the objection. This would take a special session as most Board meetings would not occur during the time frame allowed for the display. This also should prevent petty bickering between two neighbors in that it requires the majority of the adjacent units to force an objection.

VI. INSURANCE

A. The Association's insurance policy covers all Common Areas of the condominium property including but not limited to the exterior building walls, water pipes within the walls and roofs.

B. Insurance coverage for all building contents, equipment, furniture, draperies, carpeting, appliances, stereos, television sets, clothing and personal possessions must be provided by the unit owner. It is advisable that all residents immediately secure a Home Owners or Condominium Owners insurance policy.

VII. UNIT RESTRICTIONS

A. PETS

1. No animals, livestock or poultry of any kind may be kept in any unit or in the Common Areas except one dog or cat per unit.
2. No dog shall be permitted outside of any unit except on a leash six (6) feet but not more than ten (10) feet in length.
3. The Board may, in its sole discretion, terminate the right of any person to maintain a pet upon three (3) days notice from the Board if it determines such a pet constitutes a nuisance.
4. Pet owners shall be held liable for any and all damage caused by their pets to any Common Areas including, but not limited to, shrubs, bushes, trees and grass.
5. Owners are responsible for immediate and complete clean up after their pets.

B. SIGNS

No "For Sale" signs are permitted on the Common Areas. A 10" x 12" "For Sale" sign may be placed in the unit owner's window.

C. SINGLE FAMILY USE

Units shall not be occupied by more than one (1) single family.

D. HOME BUSINESS

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted in any unit. A unit owner may use a portion of his or her unit for an office or studio (other than music studio) provided such activities therein shall not interfere with the quiet enjoyment or comfort of any other unit owner or occupant. It is also further required that such activities shall not involve the personal services of any unit owner or occupant to a customer or other person or client who comes to the condominium property.

E. EXTERIOR RESTRICTIONS

1. Alteration of the Common Areas is prohibited unless prior written Board approval is obtained. Every proposed modification to Common or Limited Common Areas must be submitted in writing with appropriate drawings to the Board of Trustees and Greenwood Village A.C.C.E.S. for written approval at least 30 days prior to the intended commencement of the project. No project may be initiated until written approval is received from both Ironwood Trail Condominiums and Greenwood Village A.C.C.E.S.
2. No awning or protection, and no signs, wiring, air conditioners, antennas or other items shall be permitted on the exterior or be visible from the exterior of any unit.
3. A request for installation or replacement of a storm door and storm windows must be submitted in writing to, and approved in writing by, the Board of Trustees and Greenwood Village A.C.C.E.S.
4. Use of plastic or other non-glass window or door liners is prohibited on the unit exterior.
5. Only curtains/drapes with solid white backing are permitted as window treatments. Window treatments are defined as curtains, draperies, vertical or horizontal louvers.
6. The location of any grills and barbecuing equipment shall not create a fire hazard.

VIII. SALE OR LEASE OF A UNIT

A. SALE

1. All unit owners are required to notify the Association in writing of any changes in occupancy within thirty (30) days of such change.
2. After a sales agreement has been executed and at least thirty (30) days prior to transfer, you or your realtor must call 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 Management Company in addition to the sales price of the unit and the name of the mortgagee.

3. Management Company will coordinate this paperwork with banks, realtors, appraisers and escrow agents. 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.
4. The seller is responsible for providing the following information or items to the buyer:
 - a. Copy of the Declaration and Bylaws.
 - b. Copy of the rules booklet.

B. LEASE

Renting or leasing of a unit is prohibited. However, to meet special situations and avoid undue hardship, the Board, at its discretion, may allow a unit to be leased for a period of not less than four (4) consecutive months nor more than twelve (12) consecutive months. This hardship exception may in no event be extended beyond the twelve (12) month period.

1. The unit owner must provide the Board with the following information prior to tenant move-in:
 - a. Copy of the lease.
 - b. Full name of tenant(s).
 - c. Names of all occupants of the unit.
 - d. Telephone number of tenant.
 - e. Current address and telephone numbers (home & work) of tenant.
2. The unit owner is responsible for making the tenant aware of the rules of Ironwood Trail Condominiums.
3. The owner is responsible for tenant violations of the Declaration, Bylaws or rules. 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.
4. The lease document must contain a clause making it subject to the covenants and restrictions in the Ironwood Trail Condominiums Declaration, Bylaws and rules.
5. "For Rent" signs are prohibited.

IX. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

A. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month. All checks must be made payable to Ironwood Trail Condominium Association, Inc. and should be remitted to Management Company.

B. An administrative assessment of Ten Dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance (subject to increase without notice).

C. Any costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.

D. Past due maintenance fees will cause a lien and foreclosure to be filed against the owner of the condominium unit.

E. If any owner fails to perform any act that he/she is required to perform by the Declaration, the Bylaws or the rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees, of such performance or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such charges becomes due and payable, 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.

X. COMPLAINT PROCEDURE

A. Complaints against anyone violating the rules are to be made to Management Company in writing and must contain the signature of the individual filing the complaint. A standard form is available from Management Company.

B. The Board and/or Management Company will in most instances contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation.

C. If the Board's or Management Company's reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

XI. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATION

A. If any unit owner, his guest or his tenant violates a rule in a manner which, by determination of the Board, seriously affects the rights of others or their property, immediate legal action may be initiated.

B. The entire cost of effectuating a legal remedy to impose rule compliance, including reasonable attorney fees, shall be added to the account of the violating owner.

C. In accordance with the procedure outlined in item E below, an assessment of up to but not exceeding Fifty Dollars (\$50.00) per occurrence may be levied by the Board of Trustees on any owner found in violation of the rules. In the case of a tenant violation, the owner of the unit in which said tenant resides will be held liable for the assessment.

D. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the rules will be added to the assessment.

E. Prior to the imposition of an assessment for a rule violation, the following procedure will be followed:

1. Written demand to stop the alleged violation will be served upon the alleged violator specifying:
 - a. The alleged violation;
 - b. The action required to abate the violation; and
 - c. A twenty-four (24) hour time period during which the violation be abated without the imposition of an assessment, with the exception that if the violation is causing an immediate danger or harm to other residents, the Board may impose immediate demand to stop the violation.
2. Within twelve (12) months of the demand, if the violation continues past the period allowed in the demand for abatement or if the same rule is violated subsequently, the Board of Trustees shall serve the alleged violator and unit owner with written notice of a hearing to be held by the Board in session. The notice shall contain:
 - a. The nature of the alleged violation;
 - b. The time and place of the hearing, including at least a seven (7) day notice;
 - c. A request to attend the hearing and produce any statement, evidence or witnesses on his/her behalf; and
 - d. The intent to impose an assessment of up to but not exceeding a Fifty Dollar (\$50.00) assessment per occurrence.

3. At the hearing, the Board of Trustees and the alleged violator will have the right to present any evidence. The hearing will be held in executive session and action, and intent to impose an assessment, proof of hearing, evidence of written notice to violator to abate shall become part of the hearing minutes. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered. The minutes of the meeting shall contain a statement of the results of the hearing and the assessment, if any, imposed. An assessment will only be imposed by the unanimous vote of the Board members present at said hearing.

IMPORTANT TELEPHONE NUMBERS

RESERVE REALTY COMPANY, MANAGEMENT DIVISION

Regular Business Hours	467-0828
After Hours Messages	467-0828
After Hours Emergency	807-1639
Greenwood Village Community Association	467-7036
Fire Department & Ambulance	467-7112
Police	911
Police - Non Emergency	468-0900
Sagamore Hills Township Office	467-0900
Summit County Sheriff	379-2181
Utilities	
Ohio Edison (Electric)	425-7147
East Ohio Gas	361-2345
Division of Water - City of Cleveland	664-3130
Summit County - Sanitary Sewers	379-2400
Northfield Community Library	467-8595
Adelphia Cable	467-0307
Northern Ohio Waste	439-3555
State Farm Insurance	526-6745
Poison Control Center	231-4455
Northfield Post Office	467-5111
Meridia Medical Center	468-0190

