

WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.
HANDBOOK OF RULES AND REGULATIONS

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**Woods of Brecksville
Condominium Owners' Association, Inc.
Handbook of Rules and Regulations**

Welcome to the Woods of Brecksville condominiums. We, the Board of Directors, hope you enjoy your condominium unit and that you will be very happy living here. Our goal is to maintain the Woods of Brecksville as an enjoyable, peaceful place to live. In order to assist with achieving this, we have developed this Handbook of Rules and Regulations ("Handbook") pertaining to residing in this condominium setting.

This Handbook contains rules that take into consideration the comfort, health and safety of Unit Owners, tenants and every occupant residing at the Woods of Brecksville. You should find them reasonable and your cooperation is expected. Should any of the Rules & Regulations not be followed, The Board has the right to take action, including, but not limited to levying enforcement assessments for violations.

We ask that you keep this Handbook handy and that you use it as a reference, as needed. Should something arise that is not covered in this Handbook, please feel free to contact a member of the Board of Directors, whose names and phone numbers are posted on the bulletin board near the mail boxes. Additional information is contained in the Declaration, Bylaws and Amendments.

In addition, any repairs that are needed within the Common Elements should be reported to the Board in writing.

This Handbook is intended to supplement, not replace, the Declaration and Bylaws, as may be amended from time to time; should there be an inadvertent discrepancy between what is expressed in this Handbook and the Declaration and Bylaws, as amended, the Declaration and Bylaws will govern.

Thank you.

Respectfully,
The Board of Directors
Woods of Brecksville Condominium Owners' Association, Inc.

Revised May 1, 2018

I. UNIT RESTRICTIONS

1. Unit Owners are responsible to maintain, repair, and replace their Family Unit and everything within the boundaries of the Family Unit, installed for the exclusive use of the Family Unit, as further described in Declaration Article 10, Section B.
2. Each Family Unit is to be used and occupied for residential purposes only.
3. Except for hardship exceptions and Family Units that are grandfathered under the July 24, 1996 leasing amendment, Family Units must be occupied by the Unit Owner(s), parent(s) or adult child(ren) of the Unit Owner(s). In the event a Family Unit is grandfathered in the 1996 amendment, the leasing option expires with the sale and transfer of title of the Family Unit.
4. Waterbeds are prohibited.
5. Setting Furnace for Unoccupied Unit—When a Family Unit is unoccupied for an extended period of time (72 consecutive hours or more), especially during the winter season (November 1st to March 31st), set the furnace no lower than 55 degrees. This means the electricity for the Family Unit must remain on at all times.
6. First floor Family Units with Water Valves: First floor Family Units that have shut off valves for outside faucets are required to turn the water off during the winter season, and back on in spring. Notices will be posted when this must be done.
 - a. To shut off: first, close the valve located in the hot water tank closet. Then, go outside and open the faucet to drain the water. This will winterize pipes for the winter.
 - b. To turn on: first, go outside and close the faucet. Then go inside and open the valve located in the hot water tank closet. Test the outside faucet to be sure the water is running.

If a Unit Owner does not comply with the above Family Unit water valve requirements and damage is done to the water line, the Unit Owner will be responsible for any required maintenance, repair, and replacement expenses.

7. Family Unit Access in Case of Emergency—Emergency contact/access information for every Family Unit must be provided to the Board.
8. Smoke Detectors—Each Family Unit must install and maintain smoke detectors, as strongly recommended by the Brecksville Fire Department per National Fire Protection Association.

II. COMMON ELEMENTS RESTRICTIONS AND GENERAL INFORMATION

1. The Common Elements generally include but are not limited to: the grass, flower beds/shrub areas, sidewalks, driveways, and hallways/steps are for the use and enjoyment for all occupants. Therefore, everyone is required to be considerate in their use of these areas. Spills and debris in hallways and driveways must be immediately and completely removed/cleaned. Other than one door mat, no larger than 20" wide x 30" long and neatly placed adjacent to the Family Unit entry door, no personal items, decorations, equipment, etc. are prohibited in the hallway or Family Unit doorway areas except one Family Unit door decoration.
2. The following conduct or items are prohibited in the Common Elements, and may result in enforcement assessments and other legal actions available to the Association, as determined by the Board.
 - a. Littering;
 - b. Excessive noise, music, or other behavior/conduct (from people or pets) that unreasonably disturbs other occupants;
 - c. Excessive odors (including, but not limited to, from cooking, smoking);
 - d. Removal of anything from the Common Elements, including, but not limited to, plants and shrubbery;
 - e. Running on/in sidewalks, hallways, and stairways;
 - f. Placing/storing personal items/property in Common Elements, except as otherwise permitted in the Declaration of this Handbook;
 - g. Parking vehicles on the grass;
 - h. Smoking in the Common Elements;
 - i. Grilling/barbecuing on decks/patios/balconies (gas and charcoal grills must be operated a minimum of 15 feet away from any wood or combustible structure per Brecksville Fire Department);
 - j. Hot tubs on decks, patios, balconies or any Common Element;
 - k. Using downstairs storage areas as a living area such as office, sleeping room or recreation room;
 - l. Skating or rollerblading on driveways, parking lots, or other portions of the Common Elements.

3. Building Security/Closing Doors— For the reasonable safety of all occupants, all doors, including individual Family Unit doors, must be kept closed, except for entering and exiting. Common Element doors, including the closers and locking mechanisms, are not permitted to be tampered with. Doors are not permitted to be kept open/unlocked by artificial means (e.g. propping a door open with an object), except for during loading/unloading.
4. Planting—Unit Owners or occupants are permitted to plant annual flowers, at their sole expense, only in the existing bed located in front of the Family Unit entrance. Any other planting (e.g. perennials, shrubs, trees, etc.) must be approved, in writing, by the Board. Artificial plants, hardscape decorations, or personal property are not permitted to be placed on the Common Elements, including in flower beds, on grass area or wooded area of property.
5. Use of Sidewalks, Hallways, Stairways— Entering and exiting are the only permissible uses of the sidewalks, hallways, and stairways. Personal items are not permitted to be kept in these areas and may be removed and stored, by the Association, at the Unit Owner's expense.
6. Rubbish/Recycle Collection—Rubbish and recycling containers must be set outside of your assigned garage space the day of collection (Mondays), no earlier than 5:00 a.m., per City of Brecksville directive. All rubbish and recycling must be placed in tightly sealed containers. Rubbish or recycling bags are not permitted on the ground. Recycling collection takes place every other Monday. When a holiday falls on a Monday, rubbish and recyclables are collected the following day. Further information regarding recycling, appliance pick-up, and other refuse collection can be found in the Brecksville City Calendar, available at the Community Center, Human Services or City Hall or contact the Brecksville Service Department.
7. Changes to Common/Limited Common Elements—Changes or improvements to the Common Elements or Limited Common Elements are not permitted without prior, written Board approval.
8. Moving Personal Property To/From Family Unit—When moving any personal property to/from a Family Unit, including but not limited to, furniture and appliances, the steps and sidewalks must be used. Short cutting across lawn or over decks/patios is prohibited. Care must be given while moving personal property, and any damage to the Common Elements must be reported to the Board immediately.
9. "For Sale" Signs—One professionally prepared "For Sale" sign, not larger than 12" x 12", is permitted as long as it is placed on the inside front or rear window of the Family Unit only.

10. “Open House” Signs—“Open House” signs may only be displayed from noon to 6:00 p.m. on Sundays. Unit Owners are permitted to place one “Open House” sign at the street entrance, one “Open House” sign in front of the Unit, and directional arrows at strategic points within the Condominium Property only on the day when an Open House is being held. All signage must be removed upon completion of the Open House. The signs are to be customary, professionally prepared signs, not to exceed 2 feet wide-by-3 feet high as installed above ground, including the frame or post. All signs and arrows must be immediately removed at the end of the Open House period.
11. Monthly Maintenance Fee—The assessment is payable the 1st of the month with a 15 day grace period. Payments received after the 15th of the month will result in a late fee. A complete explanation of the current Collection Policy is included with this Handbook.
12. Miscellaneous Assessments—Miscellaneous assessments, such as an enforcement assessment for reimbursement for damage to the Common Elements, are due upon receipt of your statement. Payments not received within 15 days of the statement date will incur a monthly late charge until the assessment is paid in full.
13. Combustive Materials—Flammable, combustible, or explosive fluids, materials, chemicals, or substances are not permitted to be kept in Family Units, Limited Common Elements, or Common Elements, except that commonly recognized household supplies may be kept in a Family Unit.
14. Drones—Drones are prohibited from being operated or landing on the Common Elements, whether by the Unit Owner/occupant or a guest/third party acting at the request of a Unit Owner/occupant (e.g. a drone delivery order).
15. Satellite Dishes—Installation of any satellite dish in the Common Elements is prohibited. Any Unit Owner contemplating the installation of a satellite dish elsewhere on the Condominium Property must obtain and comply with the Association’s Satellite Dish Rules and Regulations and must submit a drawing to the Board of Directors indicating the proposed location, height and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the Board of Directors.
16. Air Conditioner Condensate Line Flushing—It is imperative that each Unit Owner, whether first or second floor, must flush their air conditioner condensate line twice per cooling season. It is suggested this be done once in the spring and again in the fall with a gallon of 50/50 bleach-water solution. This is also a good time to change or clean the filter.

PLEASE NOTE: Per the Declaration and Bylaws as amended, any expense that is incurred by the Association because of an individual Unit Owner failing or refusing to perform maintenance, repairs, or replacements, or otherwise causing damage to the Common Elements, may result in levying a special assessment to said Unit Owner for the cost of the damage to the Common Elements. Please refer to Bylaws Article IV, Sec 1(h) “Certain Maintenance of Units” and Declaration Article 10, Sec A.

III. PETS

1. Number of Pets—A maximum of one commonly recognized household pet may be kept in the Family Unit and not in your assigned storage room downstairs. Pets must not be kept, bred or maintained for any commercial purposes.
2. Attending to Your Pet—Pets are not permitted outside the Family Unit without their owner, and may not be left unattended on balconies/decks/patios. Pets are not permitted to be tied, staked, or tethered in or on Common Elements.
3. Walking Pets—Pets must be walked in designated areas. Except as otherwise provided, pets must be on a handheld leash at all times while in the Common Elements or Limited Common Elements.
4. Cleaning Up After Your Pet—Pet owners must immediately and completely clean up after their pet. Pet waste must be tightly bagged and placed in Unit Owner's rubbish. Pet waste is not permitted to be left in the Common Elements or Limited Common Elements (e.g. outside garage door; on or near patio or deck).
5. Damage Caused by Pets—Pet owners are responsible for any damage to Common Elements caused by their pet or the pet of anyone visiting or residing in their Unit.
6. Nuisance/Unreasonable Disturbance—Pets causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon receiving a three-day written notice from the Board.

Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are:

- a) Pets whose unruly behavior causes personal injury or property damage.
- b) Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time of day or night.
- c) Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
- d) Pets who relieve themselves on walls or floors of Common Elements.
- e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

Additionally, Declaration Article 3, Section B(4) does give the Board the authority to permanently remove a pet from the condominium property if it is causing a nuisance or unreasonable disturbance.

IV. GARAGES, PARKING, VEHICLES

1. Use of Garage Space—The assigned garage space(s) will be the primary parking space for the occupant's vehicle(s). Individual garage spaces must be kept clean by the Unit Owner. Only vehicles and covered trash containers are permitted to be kept in the garage.
2. Parking Vehicles in Garage—All vehicles must be parked in garages facing forward/head-in to prevent fumes from entering the building.
3. Garage Doors—Garage doors, for both attached and detached garages, must be kept closed and locked at all times, except for when entering and exiting.
4. Use of Parking Lots/Driveways—
 - Unit Owner/Occupant commercial vehicles (such as those with commercial signage or equipment/apparatus) are not permitted to be parked in parking lots, including vehicles with 'truck' license plates. Vehicle exceptions are for repairman, deliveries, contractors, etc. while working.
 - Motor homes are prohibited on the Condominium Property except that motor homes may be parked in a parking lot for not more than 24 consecutive hours. Longer periods require prior, written Board approval.
 - Parking in such a manner that would block access to any garage, building, unit driveway, or entrance/exit to the Condominium Property is prohibited.
 - Stopping in driveways is limited for brief periods for loading, unloading, or emergencies.
 - Motorcycle riding is prohibited on the Condominium Property, except for entering or exiting.
5. Vehicles Not in Working Condition—Inoperable vehicles are not permitted on the Condominium Property (e.g. a vehicle that has rust on 50% or more of its surface; extensive damage, including, but not limited to, a broken window or windshield, missing tires, motor, or transmission; expired or missing licenses plates; or is otherwise incapable of movement under its own power).
6. Vehicle Repairs on Condominium Property—Vehicle repairs are prohibited on the Condominium Property, including, but not limited to, oil and antifreeze changes, or any type of mechanical repair. However, emergency repairs (e.g. flat tire or battery charge/change) are permitted.
7. Oil Leaks and Fluid Staining Spills on Parking Areas and Unit Garages—These must be immediately cleaned up at the occupant's expense, and all efforts must be immediately made off property premises to correct any related mechanical problem.

WOODS OF BRECKSVILLE CONDOMINIUM OWNERS ASSOCIATION, INC.
SNOW AND ICE REMOVAL SPECIFICATIONS

As we all know, snow and ice are a fact of life in Ohio! When temperatures and snow start falling, everyone must proceed a little more cautiously as dangerous conditions may lurk anywhere and everywhere. At the same time we want to make you aware of the specifications the board has adopted for snow and ice removal.

As is standard for associations throughout our area, we have a snowplow contract that calls for snow to be plowed when it exceeds 2 inches. Due to the limited availability of space, the snowplow contractor may, at times, push the snow into the non-assigned parking spaces from the driveways. There is no other feasible area to put the snow.

The association retains a contractor to shovel snow from sidewalks, as circumstances warrant, up to two times a day. The contractor does use salt, but sparingly so. The association also has multiple saltboxes located around the complex for individuals to use as desired. Please note, however, that salt does NOT instantly melt ice and its effectiveness is very limited as temperatures drop below 20 degrees. You are urged to take care and be mindful that slippery ice and snow may exist anytime temperatures drop below 40 degrees.

These specifications will address most, but not all, winter conditions and hazards. The association does not guarantee or promise protection against such hazards. Your care and attention to the conditions that exist is, therefore, necessary to ensure your safety while on the property. Snow and ice are a fact of life in Ohio.

KNOX BOX

All owners should be aware that, years ago, at the request of the Brecksville Fire Department, a Knox Box was installed at the parking lot entry door of each building.

The Knox Box holds a master key to the building. Unit owners are encouraged to have their own unit key placed in the Knox Box for their own safety. If for some reason (e.g. you are alone and need to call 911) the Brecksville Fire personnel can gain access to your unit with your door key found in the Knox Box.

The only entity that has access to the Knox Box is the Brecksville Fire Department. The Knox Box key is kept and maintained at the Brecksville Fire Department.

If you desire to have your unit entry key placed in your building's Knox Box, you need to contact the Brecksville Fire Department to make those arrangements. This is particularly important for new owners who may have had the lock changed to their unit.

**WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.
ENFORCEMENT POLICY**

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("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, will be assessed to the account of the responsible owner.
- B. The owner is responsible for any violation of the Governing Documents by the owner, guests, or the occupants, including tenants, of his/her Family Unit.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, and/or removal, will be charged to the responsible owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, and/or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, and/or c) levy an enforcement assessment for the approximate cost to physically remove the violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. If applicable, 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 (or, if unknown, a reasonable estimate 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; and
 - e. A reasonable date by which the owner must cure the violation to avoid the proposed enforcement assessment.
 - 2. To request a hearing, the owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will 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, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
 - 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 of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board's decision.
 - 3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

**WOODS OF BRECKSVILLE CONDOMINIUM OWNERS' ASSOCIATION, INC.
COLLECTION POLICY**

1. All maintenance fees are due on the 1st day of the month and are considered late if not received by the 15th day of the month. (Providing payment after the 15th of the month, with a check dated earlier in the month, is not acceptable.)
2. An administrative late charge of \$ 35.00 per month will be added for any late payment or on any balance of unpaid maintenance fees. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
 - A. Interest owed the Association;
 - B. Administrative late fees owed to the Association;
 - C. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and finally,
 - D. Oldest principal amounts owed for common expenses, enforcement or other assessments, any other individual assessments charged to the account.
4. Any unpaid assessment may result in the Association filing a lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is rented, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports and court costs, will be charged back to the account.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. Any Board member more than 30 days delinquent will voluntarily resign their position.
8. Any owner more than 30 days delinquent is not in good standing and will not count towards the quorum for any Association meeting, and is not eligible to run for the Board.