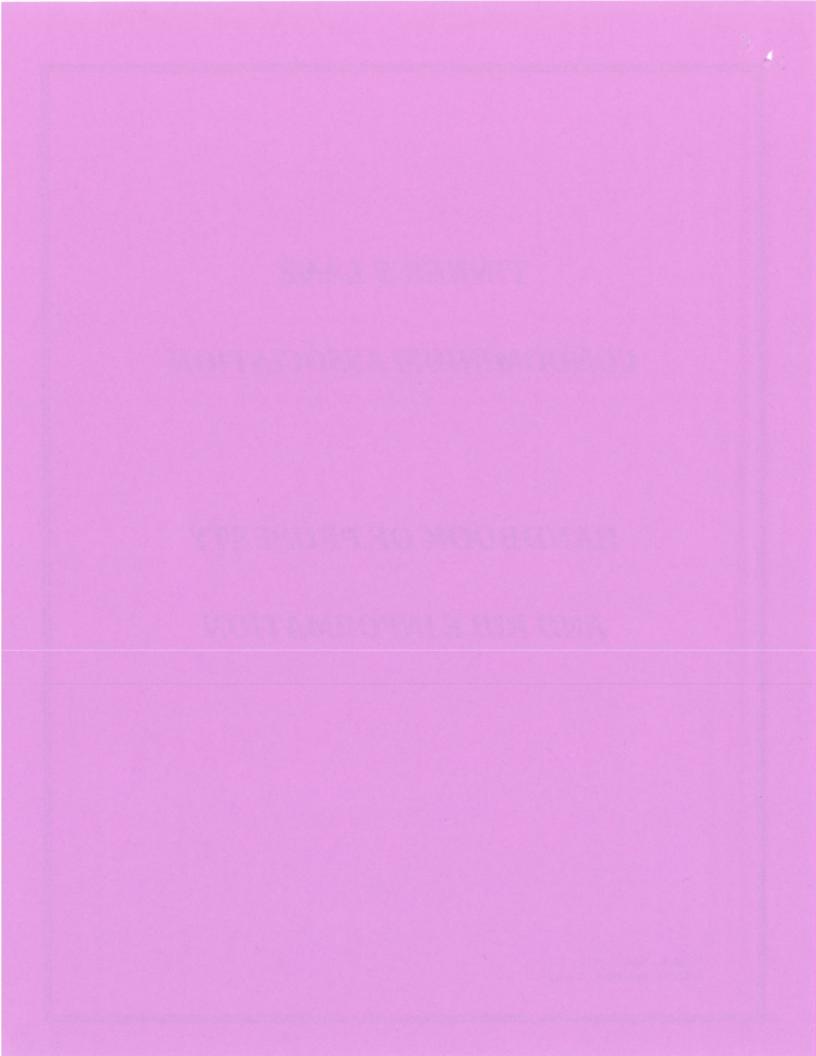
# TINKER'S LANE CONDOMINIUM ASSOCIATION

# HANDBOOK OF PROPERTY AND RULE INFORMATION

Revised: July 29, 2019 Effective: September 15, 2019



# Welcome to Tinker's Lane Condominium Association

Tinker's Lane Condominium Association is a small community of eighty-eight Cape Cod style condominiums. It offers a life style of both shared responsibilities and autonomous living. The Unit Owners share in the financial responsibility of property maintenance in order to enjoy the other benefits life has to offer. As such, Unit Owners, residents, and guests accept certain freedom limitations in order to achieve a comfortable living style for all.

This Rules and Information Handbook has been updated by your current Board of Directors and is intended to be your daily reference tool. Using non-legal language, we have attempted to explain many of the common terms and issues covered by the Declarations and Bylaws which are filed with Summit County in the State of Ohio. This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern. Though by no means does this Handbook replace either of those documents. It also addresses certain accepted and unaccepted practices within the Community.

Should you have a concern over a specific issue, you are encouraged to refer to this manual first for a simple explanation and/or procedure. You will also find important telephone numbers for emergency use. For those of you who wish to consider exterior improvements, this handbook will give you general guidelines as to what is and what is not acceptable. It also includes Project Approval Request Forms so that your request(s) can be handled easily and efficiently.

This handbook is by no means "all inclusive". If you are uncertain or unclear about an issue, do not assume. Please contact Reserve Realty Management for clarification.

The Association and the management company do not have the responsibility for law enforcement at Tinker's Lane Condominium Association. The responsibility for dealing with suspicious or criminal activity remains exclusively with the City of Twinsburg Police Department.

Good Neighbor Policy: The recorded Declaration and Bylaws define the standard of living residents may expect from Association living. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within each resident.

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#### CHANNELS OF COMMUNICATION

The Board of Directors consists of five (5) individuals who are Unit Owners or the spouse of a Unit Owner and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's meeting, generally held on the last Monday of each month.

In between the Board meetings, the Association relies on the management company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors, and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter in writing to the management company. In case of an emergency, such as a fire, you should contact the fire/police departments.

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.

**Management Company**: Office Telephone 330-467-0828 or Fax 330-467-6845 between 9am-5pm Monday-Friday.

# **After Hours Non-Emergency**

An answering machine will record your message and we will return your call on the next business day.

# **After Hours- Emergency**

Reserve Realty Management Company provides <u>after-hours</u> emergency service. When an emergency\* arises please call 216-903-4109. Leave a voice message including your name, address and a telephone number you may be reached at so that one of the on-call Community Association Managers can contact you. Non-emergency calls will be returned on the next business day.

\*Emergency shall be defined as a situation affecting the safety of a resident or threatening damage to Common Elements.

#### **Customer Service**

The management office receives all calls from Unit Owners to report all Common Elements repair items and discuss maintenance issues affecting your condominium property.

# Accounting

Questions concerning your maintenance fee account are handled by the Accounts Receivable Department or your Community Association Manager.

# **Community Association Manager**

The Community Association Manager reports directly to the Board of Directors. From time to time you will see the Community Association Manager on the Condominium Property working with contractors and Owners and following up on situations reported by Unit Owners.

# **USEFUL TELEPHONE NUMBERS:**

All Emergencies	911			
Twinsburg City Hall	330-425-3871			
Police Department-Non Emergency	330-425-1234			
Library	330-425-4268			
Post Office	330-425-8032			
Dominion Gas Company	216-361-2345			
Ohio Edison	1-800-366-7899			
City of Cleveland-Division of Water	216-664-3060			
Windstream	1-866-445-3402			
Spectrum	1-800-892-4357			

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#### **Barbecue Grills**

- A. Permanently installed grills of any type are prohibited in the Common Elements and Limited Common Elements.
- B. In accordance with the Ohio Fire Code, gas grills, and any other type of open- flame cooking devices, are prohibited to be used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks.
- C. The Ohio Fire Code has been revised to allow charcoal burners on decks and balconies or within 10 feet of a multi-family building under specific guidelines:
  - 1. Unit Owner must have the fire chief's approval to use a charcoal burner.
  - 2. The fire must be attended by an adult at all times.
  - 3. A portable fire extinguisher approved by the fire chief must be located on the deck or balcony or at the cooking site located within 10 feet of combustible construction.
  - 4. All non-structural combustible material must be removed from the deck, balcony, or cooking site within 10 feet of combustible construction.
- D. Portable gas grill propane tanks, whether empty or full, must be stored outside in a well-ventilated area, and placed in an upright position. Permissible outdoor storage locations include patios and decks. Propane tanks are not permitted to be stored inside the Unit, garage, or other portion of the building.
- E. If a Unit Owner sees a violation, they should contact the local fire department.
- F. Tiki torches are prohibited in the Common Elements and Limited Common Elements.

#### **Bicycles**

Bicycles, tricycles, skateboarding, rollerblades, and scooters are permitted to be ridden on the City streets, sidewalks, and cement cul-de-sacs - NOT on grassy areas. All vehicles of this nature must be stored in the Unit garage when not in use.

#### **Bird Feeders**

- A. ONE bird feeder per Unit is permitted to be placed at the rear of the Unit, provided (a) it is not attached to the exterior of the Building and (b) it is adjacent to the patio or deck. Bird feeders are prohibited in the front or side of the Unit. Feeders are NOT permitted in the Common Elements.
- B. Ground feeding of wild life such as Canada Geese, ducks, squirrels, etc. is prohibited.
- C. Canada Geese inhabit areas where open water and green grass can be found. Tinkers Lane has its share of Canada Geese. Feeding the geese is prohibited! Please remember as flocks of geese develop, grass disappears, and their waste becomes a problem and a health hazard.

#### **Cable Television**

- A. A request for approval, in writing to the Board of Directors, must be initiated prior to any outside installation of cable television service.
- B. Cable television is a private agreement between the Unit Owner or Occupant and the cable company at the Occupant's expense.

- C. Arrangements for the installation or disconnection of service are a Unit Owner/Occupant's responsibility.
- D. When cable service is connected, Unit Owners must follow up with the cable company to make sure the following is completed:
  - 1. Wiring for cable television, if placed on the exterior of the Building, must be installed in a manner so as to make it as inconspicuous as possible.
  - Wiring must be properly buried into the ground and not be an obstruction for the landscape service contractor. Burying must be completed as soon as possible after cable installation, but no more than 10 calendar days after the date of installation. Cables left above ground after this period may be removed by the Association and stored at the Unit Owner's expense.
  - Any excavation to bury wires must be restored to its original condition, including covering the area with topsoil and reseeding as necessary.
  - 4. Cable line installation must not interfere with the Association's landscape routines, such as grass cutting.
  - 5. When cable service is disconnected, the Unit Owner or resident must make sure there are no exposed wires and that service lines are properly secured against the building for future hook-ups.

Note: Individual television antennas are prohibited on any roof or any other Common Element. Please refer to "Satellite Dishes" for further information.

# **Clothes Lines**

- Clothes lines are prohibited in the Common Elements or Limited Common Elements.
- B. Clothing, sheets, blankets, bedding, towels, or any other household fabric is prohibited from being hung outside of any Unit, including on clothes lines, over deck railings, or on the Building exterior.

# **Complaints and Rule Enforcement Policy**

- A. Complaint Procedure:
  - Policy and procedure cannot replace courtesy and the need to communicate. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each Occupant.
  - Complaints against anyone violating the Declaration, Bylaws, or Rules are to be made to the Management Company in writing and must contain the name, date, address, telephone number, and signature of the individual filing the complaint.
  - 3. The Management Company will, in most instances, contact the alleged violator after receipt of each complaint. If it is determined that a violation has occurred, a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
  - 4. If reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to enforcement assessment in accordance with the Enforcement Policy contained in this Handbook.

 In the event of an enforcement assessment hearing or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

# B. Enforcement Policy:

- 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 attorney's fees, shall be added to the account of the responsible Unit Owner.
- 2. The Unit Owner will be responsible for any violation of the Governing Documents by the Unit Owner, or the guests, or Occupants, including tenants, of the Unit Owner's home.
- 3. All costs for stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Unit Owner's account.
- 4. 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, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
- 5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
    - 1. A description of the property damage or violation; and
    - The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
    - A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
    - 4. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
  - b. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item 5a above.
    - If a Unit Owner timely requests a hearing, at least seven days prior
      to the hearing the Board will provide the Unit Owner with a written
      notice that includes the date, time, and location of the hearing. If the
      Unit Owner fails to make a timely request for a hearing, the right to that

- hearing is waived, and the charge for the enforcement assessment will be immediately imposed; and
- 2. At the hearing, the Board and alleged responsible Unit Owner 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 Unit 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 Unit Owner will be sent written notice of the Board's decision.
- In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
- c. The Association may file a lien for any enforcement assessment that remains unpaid for more than ten (10) days.

#### **Contractors**

Unit Owners must not interfere with Association service contractors providing work on the Condominium Property. This includes giving work instructions to any Association service contractor (e.g. landscape or snow removal personnel) or verbally criticizing the workers. The use of defamatory, vulgar, or degrading language is prohibited.

Unit Owners must contact Reserve Realty Management Company to request additional work instruction so that the additional cost and contract liability may be approved by the Board prior to the work being completed.

This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company.

Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of a Unit Owner or Occupant's personal property in the Common Elements.

Unit Owners and Occupants must not act in any way which hinders Association contractors' performance on the Condominium Property. Examples of hindering the contractor's performance include parking in prohibited areas or in violation of the Rules, use of pet tethers in the Common Elements, or personal items left in the Common Elements.

# **Damage**

Damage to the Common Elements caused by a Unit Owner, Occupant, tenant, pet, or guest of a Unit Owner may be repaired or replaced at the expense of the responsible Unit Owner, who may then seek reimbursement from their Occupant, tenant, resident, or guest (if applicable).

#### **Decks**

Construction of a deck requires PRIOR written Board approval. A written request must be addressed to the Board of Directors and mailed to the management company. The Board will review the request and instruct the management company to provide a written response approving or denying the request.

- Decks must be constructed of weather resistant wood or composite.
- 2. A preservative wood finish must be applied for maintenance. This product is available in most builder supply stores. Wood or composite material can be clear natural, white, gray, or any natural wood tone available in stain with PRIOR, written Board approval. Railings must be the same color as the rest of the deck. Per State Law, decks, patios, and other portions of the Common Elements or Limited Common Elements are not permitted to be fully enclosed. Gates are NOT permitted on decks. Decks are not permitted to be used as dog pens.
- 3. Maintenance, repair, and replacement of the deck is the Unit Owner's responsibility.
- 4. The deck must not extend beyond the sidewalls of the existing configuration of the Unit, including any components of the deck, such as access steps.
- Deck construction measurements must be dependent upon Unit style and the surrounding Limited Common Element land terrain.
- 6. Drawings of the deck must show length, width, height, support structures, and ground preparation. Support structures must be anchored in concrete.
- Relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. Utility meters must be accessible.
- 8. The deck must not be attached to the Building in any manner.
- 9. The deck must be insured under the Unit Owner's private homeowners' insurance.
- 10. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- 11. The City of Twinsburg building permit is required.
- 12. Decks are not permitted to be used as storage areas. The following items are permitted to be placed on decks: furniture that is manufactured for outdoor use, planters, and portable grills. Items placed on decks must be kept in a neat and orderly manner and well maintained condition.

# **Decorations**

At certain times of the year, many Occupants enhance their Units with seasonal decorations. This practice is encouraged. However, to avoid any confusion or misunderstanding, the following requirements must be followed:

- Except as otherwise provided in the Handbook, to avoid damage to the Common Elements, all items requiring attachment to the vinyl siding surface, the roof, or other portion of the Building exterior are prohibited.
- Door decorations, such as a wreath, a floral bouquet, a door knocker, or brass door kick
  plate are permitted throughout the year. Door decorations must be removed if they
  become faded, tattered, or are no longer appropriate for the season.

3. Lights and decorations are permitted to be placed in the Limited Common Elements (excluding lawn area) or on building exteriors, provided that the decorations are not affixed to the structure or building exterior in such a manner that requires any penetration of the exterior building surfaces and the decorations do not damage or discolor Limited Common Elements or Common Elements, including exteriors, gutters, or siding. The decorations may only be displayed on the building exterior if they are secured by suction device, ties, or other form of banding. Inflatable decorations are permitted.

Holiday decorations may not be displayed before Thanksgiving Day, and must be removed by no later than the 15<sup>th</sup> of January of the following year. Exterior light fixture bulbs must be white, with the exception that they may be red or green between Thanksgiving Day and January 15<sup>th</sup> of the following year.

For any other holiday that occurs outside of the time period between Thanksgiving Day and January 15<sup>th</sup>, Occupants may display decorations, provided that the decorations comply with the guidelines outlined above, and that the decorations must not be displayed more than one week before and one week after the holiday.

- 4. Shrubbery or trees that are adjacent to and serving the Unit may be decorated with holiday lights from Thanksgiving through January 15th. Holiday lights must be manufactured for outdoor use.
- 5. Decorative items such as holiday lights or wreaths must not be permanently affixed to the exterior of any Unit or building and must be removed within fourteen days after the specific holiday.
- 6. Flower pots are permitted to be placed by porch entrances.

#### **Doors**

Replacement of all perimeter Unit doors requires PRIOR, written Board approval. A written request must be addressed to the Board of Directors and mailed to the Management Company. The Board will review the request and instruct the Management Company to provide a written response approving or denying the request.

- Front Door Replacement:
  - a. Must be a Board-approved style.
  - b. The only two approved entry door colors are Sherwin Williams Gate Post Gray, SW2280 and Sherwin Williams Crabby Apple, SW 7592. If you will be painting your door, these are the only two colors permitted to be used. Any other colors previously approved by the Board are permitted to remain until the door needs painting. You may use either approved color on your entry door regardless of its current color, provided you get PRIOR Board approval before painting.
  - c. Kick plates and door knockers may be installed on front doors.
  - d. Plain "peepholes" may be installed on front doors.

- e. Maintenance, repair, and replacement of the front door, including the frame, threshold kick board, and any hardware is the Unit Owner's responsibility. (Example: replacement of weather stripping and painting.)
- f. Replacement is Unit Owner's financial responsibility. (Example: Installation and door cost.)
- 2. Rear Sliding Glass Doors to Patio or Deck Replacement:
  - a. Must be Board-approved style.
  - b. Maintenance, repair, or replacement of rear sliding doors, including exterior frame, threshold kick board, and any hardware is the Unit Owner's responsibility.
- 3. Rear Pedestrian Garage Service Door Replacement:
  - a. Must be Board-approved style.
  - b. Exterior Color must be white.
  - c. Maintenance, repair, or replacement of the garage pedestrian door, including exterior frame, threshold kick board, is the Unit Owner's responsibility.
- 4. Overhead Garage Door Replacement:
  - a. All replacement doors must be of metal composition and in a Board-approved style. Metal garage door options are limited to the following specifications:
    - The door exterior must be white.
    - A baked-on, pro-painted factory finish is required.
    - Windows in the garage door are prohibited.
    - The style of the metal door is restricted to a four panel, flush panel design.
    - Maintenance, repair, or replacement and upkeep of the overhead garage door and the garage door mechanisms are the Unit Owner's responsibility.
    - The installation of automatic garage door openers is permitted. Installation and maintenance, repair, or replacement are the Unit Owner's responsibility.

#### 5. Storm Doors:

- a. Must be a Board-approved style.
- b. Door frames must be white.
- c. Glass must be clear or with minimal etching, with Board approval.
- Stained glass is prohibited.
- e. The Unit Owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.
- f. Installation, maintenance, repair, or replacement of the storm/screen door is the Unit Owner's responsibility.

# **Exterior Appearance**

The Common Elements, Limited Common Elements, or exterior appearance of the Unit are not permitted to be changed without prior, written consent of the Board of Directors. Additionally, the Declaration prohibits certain items from being constructed in the Limited Common Elements. They are: storage sheds, gazebos, trellises, hot tubs, any type of permanent recreational equipment that cannot be taken inside the Unit. Ornamental items of any type, including statues, wooden figurines, and/or

lawn decorations are prohibited in the Limited Common Elements. Conventional porch furnishings which are manufactured for outdoor use are acceptable.

To submit a request for exterior modification the Unit Owner(s) must be current in all fees and assessments. The Board's approval of any proposed project does not include any verification that the local building permits or other applicable approvals will be issued.

Basketball hoops may be temporarily placed outside the Unit on the driveway, deck, or patio during use but must be stored inside the garage when not in current use. Temporary wading pools that have a maximum depth of 12 inches may be used on decks or patios and stored inside the garage when not in use. Basketball hoops and temporary wading pools must not be placed in lawn areas and Unit Owners will be responsible for any damage to the turf caused by such items. Unit Owners are responsible for safety issues posed by standing water.

Buckets, storage cans, bicycles, recreational equipment, and other such personal items are prohibited to be stored outside the Unit, unless as otherwise provided in this Handbook.

Empty flower pots must be stored in the garage or discarded to avoid retention of stagnant water that causes health related concerns from mosquitos.

# **Exterminating Service**

Both inside and outside extermination service is provided by the Association. To schedule a service call, please contact the Management Company. Mice are not included in this service. Trapping of wild animals, such as skunks, raccoons, opossum, should go through the City of Twinsburg for trapping.

#### **Fences**

- Style: For clarification, refer to the diagram below.
  - a. Board on Board, or
  - b. White 6' x 6' PVC Lattice Top fences are permitted to be installed within the Limited Common Elements serving a Unit.
- 2. Written request submitted to the Board of Directors, prior to construction, must show a sketch detailing location and height.
- 3. Fences are not permitted to be attached to the Building in any manner.
- 4. The fence must be constructed of pressure treated wood, white vinyl, or composite material.
- A pressure treated wood privacy fence must be stained on both sides. The fence stain color is to be a natural wood tone color. Composite fence colors should be consistent with the color of the decks.
- 6. Prior to proceeding, the Unit Owner must investigate and obtain necessary building permits from the City of Twinsburg.
- 7. Privacy fences constructed by a Unit Owner must be maintained, repaired, replaced, and insured by the Unit Owner and/or any subsequent purchaser of the Unit.

- 8. The height of the privacy fence must be six feet with the posts set on the inside of the fencing. The length of the fence must measure at least six feet.
- Invisible fences are prohibited.
- 10. All construction, color scheme, and materials must have final approval by the Board.

# **Fireplaces-Wood Burning**

Some Units have approved fireplace/chimney installations. It is recommended that the chimney flue be inspected annually and cleaned as necessary. Remember, excessive build-up in the flue can cause a fire... a fire hazard to you as well as your neighbors.

# Flags/Banners

- 1. There may be One (1) standard size American flag or other official flag, not to exceed 3' x 5", displayed in front of the unit. No stand-alone flag poles are permitted. Flags permitted under Federal Law, including a service/military flag, "official flag" may be flown in place of the American Flag. Flags should be all-weather fabric should it be flown always. Tattered flags must be promptly removed and replaced.
- One flag holder may be attached to the wood trim on the Unit located next to the garage light for illumination. The flag holder must be made from a metal that will not rust or cause rust weeping marks on the exterior of the condominium unit. Pole must be secured firmly in the holder. Damage from a flag pole that has been blown out of its holder is the responsibility of the Unit Owner to repair at their cost.
- 3. Banners are prohibited in the fronts or sides of the Units except that ONE event/occasion (e.g. birthday, graduation, baby shower, etc.) banner per Unit may be flown on the flag pole specified above in Paragraph 1 or placed in the front shrub bed adjacent to the Unit on the day of the occasion for a maximum of 24 consecutive hours, with prior, written Board approval. Banners may be flown from a patio or deck. Banners are not permitted to be attached to the siding, gutters, or other structure or exterior portion of the Building(s). Windsocks are prohibited to be displayed outside of a Unit.

# Garages

- Occupants use the Unit garage as their primary parking space(s). Occupants are prohibited form storing personal property in their Unit garage to the extent that storage of personal property interferes with the Occupants' ability to park one or two motor vehicles in the Unit's garage.
   Garage doors must be closed when the garage is not in use.
- 2. Only minor maintenance to motor vehicles is permitted to be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.
- 3. Vehicles that share a driveway or cul-de-sac must park inside the garage so that other neighbors can easily ingress/egress from their garage/driveway. Driveways with vehicles parked in them during the winter will not be plowed.
- 4. Gas grills and other types of open-flame cooking devices are prohibited from being stored inside the Unit, including the garage. Gas grills or other open-flame cooking devices are prohibited to be stored on the patio at least 10' away from the Unit.

#### **Garage Sales**

Garage, moving and estate sales are prohibited to be conducted on the Condominium Property.

#### **Hazardous Material**

- Unit Owners and Occupants must not pour or allow spilling of any oil, solvent, or other volatile
  or flammable material into the storm sewers or Common Elements.
- 2. The City of Twinsburg schedules hazardous waste collection days. Dates are published in the local newspaper. Do not put hazardous waste in your rubbish.
- 3. The Summit County Household Hazardous Waste Recycling Center is located at 1201 Graham Rd in Stow. Summit County residents are welcome to dispose and recycle paint products, pool chemicals, pesticides, batteries, household cleaners, televisions, automotive products, computers supplies, tires, etc. Hours are limited so call 1-330-374-0383 for more information.
- 4. Propane tanks are prohibited from being stored in Units, including the garage, as further specified in the "Barbecue Grills" Section.

# **Holiday Trees**

- 1. The removal and disposal of holiday trees is the responsibility of the Unit Owner.
- Unit Owners should check with the City of Twinsburg regarding the scheduled date for holiday tree pickup, if any, via the local newspaper, cable television channel.
- 3. Discarding holiday trees in the Common Elements is prohibited.

# **Hot Tubs**

Hot tubs are prohibited to be installed in the Limited Common Elements and Common Elements.

#### Insurance

As a Condominium Property, a master policy for insurance coverage is purchased by the Association in accordance with the Declaration. Unit Owners/Occupants must obtain HO-6 insurance at their own expense affording coverage upon their personal property, improvements and betterments to their Unit, deck, and for their personal liability within their Unit. We recommend having your personal insurance agent review the Declaration and Bylaws so that your insurance policy coincides with the Association's insurance policy.

If your insurance agent has questions about the Association's master policy they should contact the Association's agent.

Only the Board may submit claims against the master policy.

# Landscaping

1. Reasonable landscaping services are contracted by the Association to maintain the appearance of the Condominium Property. The services include:

- a. Regularly Scheduled Mowing Day: The regularly scheduled service day is arranged each calendar year.
- b. Weather conditions will affect the schedule.
- c. Except as otherwise provided in the Handbook, all personal items must be kept on decks and patios or in flower beds, as designated in this Handbook, i.e. outdoor furniture, grills, bird baths, etc.
- d. Except as otherwise provided in the Handbook, items are prohibited from being kept in the Common Elements.
- 2. The contractor will place flags throughout areas when a scheduled treatment has been applied. The contractor tries to mark the entrance to ensure that Occupants are aware of these applications. While chemical lawn treatments are designed not to be harmful to people or pets, it is recommended that you avoid grass areas for approximately twenty-four (24) hours if the area is wet from rain and during the time it is wet from morning dew.
  - Mulch: Front and side beds facing the street will be done at the Association's
    Discretion. The back and side beds not facing the street are the Unit Owner's
    responsibility. Only Board-approved type of mulch may be used.
  - Weeding of Shrub Beds: Planting beds adjacent to the front of the Units will be weeded by means of chemical control and/or by hand-weeding.
  - Trimming of Shrubs: As approved by the Board.
  - Spring Clean-Up: Spring clean-up is done in April and will include all Common
     Elements and shrub beds adjacent to the front of all Units, weather permitting.
  - Fall Clean-Up: Fall clean-up is done in October and November and will include the removal of leaves from all Common Element areas.
- 3. Mulch installed by an Occupant must match the type of mulch used by the landscape contractor which is DYED dark brown hardwood mulch.

# **Flowers**

- Annual flowers may be planted in planting beds adjacent to the front of the Unit, without prior Board approval, provided the height does not exceed the bottom of the first floor windowsill. Example of an unacceptable flower: Sunflower.
- 2. Flowers planted by an Occupant must be maintained by the Occupant in a manner that does not detract from the landscape appearance. Appropriate seasonal clean-up must be provided by the Occupant at the end of the blooming season (no later than November 1<sup>st</sup>), including cleanup and removal of any dead plant debris.
- 3. Flowers planted in areas other than the front adjacent to and serving a Unit require the prior, written approval of the Board.

# **Front Shrub Beds**

 To maintain uniformity and harmony throughout the Condominium Property with the original landscaping plan, changes to the front of the Units are prohibited without prior, written Board approval.

- Unit Owners are not permitted to install additional shrubbery/trees or remove or modify plants or shrubbery or trees in the existing beds in the front of the Units without prior, written Board approval. This may result in replacement costs being levied by the Association to the Unit Owner's Account.
- 3. Addition of shrubbery must be consistent in height, variety and size to existing plantings, with prior, written Board approval.
- 4. Unit Owners may be required to remove unacceptable plantings or unapproved plantings.
- 5. Unit Owners are prohibited from expanding or modifying the front shrub bed without prior, written Board approval.

#### Additional Shrub Beds

- 1. The width of shrub bed must not extend beyond three feet from the side or rear wall of the Unit or from the edge of the patio.
- With the exception of front shrub beds, shrub beds in the Limited Common Elements or Common Elements behind a Unit, such as around a patio or deck, or along the side of a Unit must be maintained by the Unit Owner.

#### Trees and Shrubs

Occupants must receive prior, written approval to plant a shrub or tree on the Condominium Property. When planting a shrub or tree, the Unit Owner is responsible for the upkeep of the shrub or tree and for the damage that may occur to underground utility service connections or lines during the time the shrub or tree is being planted as well as any future damage that may be caused as a result of growth of the shrub or the tree. Unit Owners must call the Ohio Utilities Protection Service 48 hours before digging to have the area marked. The toll free number is 1-800-362-2764.

# Median Strip between Driveways

- Landscape changes require prior written approval from the Board.
- Any landscaping in the median strip between the driveways may only be done if agreed to by both the adjoining Unit Owners and must be maintained at their common expense.

# **Other Plantings**

Except for annual flowers planted in front beds adjacent to and serving the Unit, Occupants desiring to change or add landscape plantings must submit written specifications and obtain prior, written Board approval.

Vegetable and fruit gardens are prohibited except as follows:

- A maximum of two vegetable or fruit plants are permitted provided the plants are not visible from the street.
- Vegetable or fruit plants, if installed, must be installed within three feet of the rear of the Unit.

 Appropriate seasonal clean-up, such as removal of dead planting debris, must be performed by the Unit Owner no later than November 1<sup>st</sup> each year.

#### **Lawn Furniture**

Lawn furniture is prohibited to be placed in Common Elements except that the following items may be temporarily placed in the Common Element during periods of use: chairs, tables, and recreational equipment that are manufactured for outdoor use. Landscape service contractors will not accept responsibility of moving the personal property of Occupants to facilitate grass cutting.

#### **Lawn Ornaments**

The following are prohibited in the Common Elements and Limited Common Elements: Ornamental items of any type including, but not limited to, statues, wood figurines, and/or lawn decorations.

# Lighting

The installation of additional exterior lighting requires prior, written Board approval. A written request must be addressed to the Board of Directors and mailed to the Management Company. The Board will review the request and instruct the Management Company to provide a written response approving or denying the request.

- Additional exterior lighting must be maintained by the Unit Owner and any subsequent purchaser of the Unit in a manner that will not detract from the appearance of the Condominium Property or hinder the safety of the Occupants.
- The Unit Owner must obtain and submit to the Board a written consent form signed by the Unit
  Owners of the neighboring Units located on each side of the Unit where additional lighting is
  being installed.

# Landscape Lighting

The standard guidelines for decorative landscape lighting are:

- Decorative lighting may be installed in front of a Unit with prior, written Board approval.
- 2. Approved decorative lighting must be positioned in a manner that will not create an annoyance to other Occupants.
- 3. Wiring for decorative lighting must be properly buried into the ground.
- 4. Decorative lighting must not be an obstruction for the landscape service contractor.
- For safety purposes, low voltage or solar lighting must be used for decorative illumination. The fixture must be low to the ground and bulb wattage must create a low level of light.

# Security Lighting

- 1. Motion detector flood light fixtures are permitted to be installed near the rear patio doors at the Unit Owner's expense.
- 2. Wiring for security light fixtures must not be placed on the exterior of the building.

# **Light Fixtures**

- The exterior coach light and jar light fixtures on the front and back of each Unit are maintained by the Association. The fixtures are controlled by an on/off switch located inside the Unit. All other types of fixtures are the Unit Owner's responsibility to maintain, repair, and replace.
- Burned out bulb replacement is the responsibility of each Unit Owner. No colored bulbs are permitted.

# **Maintenance Fees and Collection Policy**

- 1. A coupon book will be sent in December by the Management Company.
- 2. Maintenance fees and assessments are due on the first (1<sup>st</sup>) day of each month and are late if not received by the fifteenth (15<sup>th</sup>) of each month.
- 3. An administrative late charge of twenty-five (\$25.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to change with notice.)
- 4. 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.
- 5. Past due maintenance fees will cause a lien and foreclosure to be filed against the Condominium Unit.
- 6. If any Unit Owner fails to perform any act that he is requested 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's fees, of such performing and 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 monthly maintenance fee next following notification of such charge 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.

# Reasonable Maintenance, Repair, and Replacement

Association Responsibilities:

Except as otherwise provided, the reasonable maintenance, repair, and replacement of the Common Elements is the responsibility of the Association.

Common Elements consist of everything but the individually owned Units. Common Elements are owned by all Unit Owners together. Examples of Common Elements include roofs, lawns, cul-de-sacs, outside walls, and siding of Buildings.

Some specific areas maintained by the Association are:

 Utility lines, pipes, wires, ducts, and conduits located outside the Unit boundaries or serving more than one Unit

- 2. Post lamps and light fixtures serving more than one Unit
- 3. Master Policy Insurance
- 4. Roofs
- 5. Aluminum siding
- 6. Gutters and downspouts
- 7. Grass cutting and fertilizing Common Element lawn areas
- 8. Reasonable Care and maintenance of Common Element planting beds and trees
- 9. Reasonable Snow plowing of cul-de-sacs and driveways
- 10. Mail huts

These are only some of the items listed in the Declaration and Bylaws. For complete information, you should read the recorded governing documents.

# **Association Repair Procedures**

In an effort to keep monthly assessments (also referred to as monthly maintenance fees) affordable, our Association tries to do reasonable maintenance/repair/replacement work in bulk versus having a complaint driven procedure.

Unit Owners are encouraged to report to the Management Company the need for any reasonable repairs of Common Elements of the Condominium Property that are the obligations of the Association to maintain. In most instances, our objective is to complete Unit Owner repair requests within 10 business days. However, weather, contractor availability, budget priorities, and other factors can affect repair completion dates. On the other hand, emergency repairs are given prompt attention.

# **Landscaping and Snow Removal Complaints**

All complaints must be relayed to the Management Company immediately so the information will be relayed to the contractor.

#### **Roof Leaks**

The Management Company will issue a work order to a roofing company to repair the roof. Absent unique circumstance, such as a sudden, unexpected casualty event, the Unit Owner is responsible to repair damaged Unit drywall. Unit Owners are also responsible for repairing the decorated surface such as paint or wallpaper, which may be needed as a result of a roof leak.

# **Unit Owner Responsibilities**

The Unit Owners are responsible for the maintenance, repair, and replacement of their individual Unit and the Limited Common Elements belonging to their Unit.

The Unit is defined in Declaration Article 5 and generally includes everything from the drywall in that is installed for the exclusive use of the Unit Owner, excluding structural components.

Limited Common Elements are parts of the Common Elements that are reserved for the use of an individual Unit or Units to the exclusion of all Units. As part of the Common Elements, they are owned by all Unit Owners together and the Association has control over how they are maintained.

To assist you with your personal maintenance scheduling, we are listing some specific items that are maintained by Unit Owners. For a complete description, please refer to the Declaration.

# Items maintained by Unit Owners are:

- 1. Interior of the Unit to include paint, wallpaper, and other finishing material applied to walls, floors and ceilings as well as the Unit drywall.
- 2. All doors, door frames, door screens, windows (including skylights), and window screens to include exterior painting of the door, doorbell buttons, and threshold kick boards;
- 3. Unit Owners are responsible for the portion of the fireplace that is within the Unit boundaries, including chimney cleaning;
- 4. Garage space, including garage doors and their mechanisms, which include tracks, springs, cables, locks and automatic door opener, and driveway.
- 5. Insurance for personal property, Unit Owner improvements and decks, and liability coverage for the Unit.
- 6. All heating, cooling, and ventilation equipment including the pad for the air conditioning compressor unit;
- 7. Exterior water faucet(s), including winterization, and the exterior electrical outlets(s) serving the individual Unit;
- 8. Patios, decks, front porches, and fences;
- Gas, electric, telephone, water or other utilities or service lines, pipes, wires and conduits that serve the individual Unit and are located within the Unit boundaries;
- 10. All plantings installed by the Unit Owner/Occupant in the front, back, or side of the Unit;
- 11. The grass or shrubbery adjacent to the Unit should be watered often enough during the spring and summer seasons to keep plantings alive;
- 12. Replacement of burnt out light bulbs in exterior light fixtures attached to the Unit;
- 13. Any additions or changes constructed by a Unit Owner.
- 14. Fixtures and utility lines, pipes, wires, conduits, and ducts located within the bounds of the Unit and serving only the Unit and exterior plumbing fixtures serving only the Unit.
- 15. Snow removal from the walkway between the Unit's driveway and the Unit's front door.

#### **Management Company**

- Attends regularly scheduled Board and Annual Meetings and provides the agenda for each.
- 2. Maintains the records and files relating to the administration, ownership of the members of the Association, and correspondence of any and all business matters or obligations of the Association.
- Assists the Board in the administration of the Association's policies, including the Rules.

- Interacts with contractors and other such personnel as may be necessary to operate and maintain, at the Association's expense, the Condominium Property, at the direction of the Board of Directors.
- Collects monthly Association assessments, including maintenance fees, and pays Association bills.
- 6. Receives and responds to all telephone calls and answers correspondence from the Unit Owners and Occupants.
- 7. Provides a 24-hour emergency answering service to assist Unit Owners with any emergency associated with the Common Elements.

#### **Motor Vehicles**

- 1. The following vehicles are not permitted to be parked within Common Elements.
  - a. ATV's
  - b. Buses
  - Boats or Boat Trailers
  - d. Recreational vehicles, campers or camper trailers
  - e. Mobile and/or motorized homes
  - f. House or horse trailers
  - g. Disabled or inoperable vehicles (for purposes of this rule, "disabled or inoperable vehicle" is defined as vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; or a vehicle with expired license tags).

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

- 1. Trail bikes and snowmobiles are prohibited to be used on the Common Elements and Limited Common Elements.
- 2. Commercial vehicles, which includes vehicles that are licensed, painted, signed for commercial purposes or that contain commercial advertising, vehicles that contain commercial equipment or apparatus, including snow plows or ladders, or vehicles that are used for commercial purposes must be kept within the confines of a garage at all times while on the Condominium Property. The authorized exception is that vehicles performing services (e.g. landscaping, remodeling, repair, delivery) may be temporarily parked in a Unit driveway or street during the period that services are being actively performed. Commercial vehicles must not impede the flow of traffic or ingress/egress to any Unit or driveway.
- 4. All vehicles on the Condominium Property must bear current license tags, unless kept within an enclosed garage.
- 5. Vehicles with exhaust systems that unreasonably disturb other Occupants are prohibited.

- 6. Moving vans are permitted to be temporarily parked on the Unit driveway or street during the time that moving is actively taking place, provided that the flow of traffic is not obstructed and ingress and egress to Units or driveways is not impeded.
- 7. Vehicle repairs are prohibited on the Common Elements and Limited Common Elements.
- 8. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned immediately by the Unit Owner or Occupant. Efforts must be made to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids.

# **Name Plaques**

Name plaques or name plates are prohibited from being attached to the exterior of the Building. Decorative name signs of any type may not be displayed in the Common Elements.

#### Noise

Noise that causes a disturbance or creates a nuisance to other Occupants is prohibited. However, a reasonable amount of noise is expected and tolerated in community living. In addition to submitting a complaint to the Management Company, the Occupant may also file a complaint with the City of Twinsburg.

# **Parking**

- Unit Owners must use the garage as the primary parking spaces and driveway as secondary parking, as further outlined in the "Garages" Section of the Handbook.
- 2. Except as otherwise provided in this Handbook, when one-car garages are occupied by one vehicle, two-car garages are occupied by two vehicles, and driveways are occupied by two vehicle(s). Occupants may then park on the City streets, subject to the following requirements below.
- 3. Parking on any grassy area is prohibited.
- 4. Parking on City streets Is prohibited without the prior approval of the City of Twinsburg. There are special guidelines set in place to receive temporary parking permission from the City.
- 5. When entertaining several guests for a specific function, it may be necessary to make the following temporary parking arrangements:
  - Inform neighbors of your scheduled plans;
  - Obtain the necessary approval of the City if street parking is necessary (e.g. garage spaces and driveway spaces are occupied with motor vehicles);
  - Advise your guests to park on the street without obstructing mailboxes, driveways and fire hydrants, or ingress/egress to and from Unit or the Condominium Property;
  - d. Parking of all motor vehicles must always be on the same side of the street;
  - e. Parking on the fire hydrant side of the street is prohibited by the City of Twinsburg.

# **Patios**

The installation of a patio requires prior written Board approval. A written request must be addressed to the Board of Directors and mailed to the Management Company. The Board will review the request and instruct the Management Company to provide a written response approving or denying the request.

- 1. Patios may also be constructed of bricks, stones, or poured concrete.
- 2. Drawing of the patio must show length, width, and slope. Slope must be sufficient to drain flow away from the building.
- 3. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
- 4. The patio must be insured under the Unit Owner's private homeowner's insurance.
- 5. The surrounding landscape/lawn areas, including shrub beds, must be immediately restored to the original condition upon completion of construction.
- 6. Maintenance, repair, and replacement and upkeep of the patio is the Unit Owner's responsibility.
- 7. Patios must not be used as storage areas. The following items are permitted to be kept on patios: furniture manufactured for outdoor use and planters.

#### **Pets**

1. Animals, birds, rabbits, livestock, fowl, reptiles, or poultry of any kind are not permitted to be raised, bred, kept, or maintained for any commercial purpose in any part of the Condominium Property except that dogs (excluding, however, any dog of vicious breed as further defined in Declaration Article 3, Section B(4), as amended), cats, domestic caged (including bird cages and fish tanks), or other conventional household pets may be kept subject to the following Rules. Household pets do not include "exotic animal," a further specified in the Declaration as amended.

City of Twinsburg Ordinance 505.14 Limitation on Number of Animals (provided for informational purposes only): No person shall keep, harbor, or maintain more than a total of two animals of any kind or nature (except puppies, kittens or other domestic animals not over three months old) in any single-family dwelling or in any separate suite in a two-family dwelling, multiple family or apartment within the municipality.

- 2. All pets must be on a hand-held leash not exceeding six feet in length and under the complete physical control of the pet owner at all times when outside of the Unit.
- Pets shall not be permitted to run loose on the Common Elements or Limited Common
  Elements. In addition to all the remedies available to the Association, pets at large may be
  reported to the City's Animal Control Unit.
- 4. Pets are prohibited to be tied, fenced, or housed outside of a Unit.
- 5. Unit Owners are liable for any and all damages caused by their pets or the pets of anyone visiting or residing in their Unit to any Common Elements or Limited Elements including, but not limited to shrubs, bushes, trees, and grass.
- 6. Pet owners are responsible for the immediate and complete clean up after their pet in the Common Elements and Limited Common Elements.
- 7. The Board needs written and signed documentation from Unit Owners and Occupants to investigate any alleged Rule violation. If there is a need for immediate action to halt a barking dog or if there is a loose or aggressive animal on the Condominium Property, in addition to

- submitting a complaint to the Association, Unit Owners/Occupants may refer to the City of Twinsburg Police and they will deem necessary action.
- 8. The owner of any pet causing or creating a nuisance or unreasonable disturbance shall receive a written notice from the Board and if the nuisance or unreasonable disturbance is not thereafter abated, such pet shall be permanently removed from the Condominium Property subject to the following restrictions; upon three (3) days subsequent to the written notice from the Board of Directors; and provided further that they are not permitted in any area of the Condominium Property other than the Units unless they are permitted only on those portions of the Condominium Property as shall have been designated for them by the Board.
- 9. The term "household pet" does not include "exotic" animals as defined by the Board from time to time, including, but not limited to any snakes, other reptiles, exotic breeds, or wild hybrids. No Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing (collectively "Prohibited Dogs") may be kept harbored, or permitted to remain on any part of the Condominium Property for any length of time.

# **Records Request Policy**

Unit Owners are entitled to request copies of certain records from the Association. See the attached form, which may be used to request Association records. There is a cost associated with reviewing and/or receiving records as further stated on the form.

# **Rental of a Condominium Unit**

- 1. The Unit Owner must provide the management company with the following information prior to tenant move-in:
  - Copy of lease
  - Full name of tenant
  - Names of all Occupants of the Unit
  - Home and business telephone numbers of tenant(s)
- The Unit Owner is responsible for making the tenant aware of the Declaration, Bylaws, and Rules.
- 3. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws or Rules.
- 4. "For Rent" signs are prohibited.
- 5. Persons, who must register as a sexual offender, Tier III or Tier II requiring Sheriff or other governmental agency notification under the Ohio Sex Offenders Act or similar statute, are prohibited from residing in any Unit for any length of time.

# **Rubbish Removal and Recycling**

- 1. Association requirements
  - a. The Association requires all rubbish and recycling containers be kept inside the garage at all times, except as otherwise provided in this rule. Rubbish and recycling containers may be placed at the curb no earlier than 5 pm the day before collection and must be returned to the garage on the day of collection.
  - b. Use of containers will discourage animals from getting into rubbish bags.

- c. Rubbish containers must be placed at the curb on the concrete driveway.
- d. Secure rubbish in a manner which will prevent it from being scattered or blown onto lawn areas.
- e. Food items must be completely wrapped and sealed in plastic bags and placed inside containers in an effort to prevent animals and birds from feeding on the rubbish. However, the garbage disposal in your kitchen sink should be used to handle normal food waste.
- 2. City of Twinsburg Rubbish requirements: See <a href="https://www.mytwinsburg.com">www.mytwinsburg.com</a> for the most up to date requirements.
  - a. Curbside collection is every Tuesday between the hours of 7 am and 7 pm.
  - b. To ensure pick up, Occupants should have your containers placed at the curb by 7am on Tuesday. Occupants must leave at least 3 feet of space between the container(s) and mailboxes, trees, etc. to allow Waste Management's automated trucks to safely empty them.
  - c. Position the containers so that the wheels are on the side closest to your home. Note containers are provide to the Unit Owners at no cost and can be requested by calling Public Works at 330-963-6212.

#### Sale of a Condominium Unit

- 1. "For Sale" signs are prohibited on Common Elements and Limited Common Elements. One professionally prepared "For Sale" sign per Unit, no large than nine square feet, is permitted to be placed inside the window or door of a Unit.
- One professionally prepared "Open House" arrow sign per Unit is permitted to be placed on the lawn near the driveway in front of the Unit or, at the street intersection, during the hours of the open house only. Signs must not exceed two feet high by three feet wide as installed above ground, including the frame or post. Signs must be immediately removed at the end of the Open House period.
- 3. After your Unit is sold, you or your real estate agent must call the Management Company.
- 4. Within 15 days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
- 5. The management company will coordinate this paperwork with the title company through Homewisedocs.com. A transfer fee is charged to the seller and paid out of escrow from the proceeds due to the seller at the time of title transfer.
- 6. Within 15 days of executing a purchase or sales agreement, the Unit Owner must provide to the Management Company the following:
  - a. Names of all Occupants;
  - b. Home and business mailing addresses;
  - c. Home and business telephone numbers;
  - d. Name, business address, and telephone numbers of any person who manages the Unit on behalf of the Unit Owner;
  - e. Sales price; and

- f. Mortgagee;
- g. Any change in the information specified in (a) through (d) above must be provided to the Board within 30 days of the change.
- 7. The seller is responsible for providing the following information to the purchaser:
  - a. Copy of the Declaration and Bylaws, as amended;
  - b. Copy of the Handbook;
  - c. Written notice of any and all architectural changes, landscaping changes and other improvements constructed by seller or previous sellers which are the responsibility of the Unit Owner to repair and maintain; and
  - d. Unit access door key(s), mailbox key(s), garage door key(s), and garage door openers.

#### **Satellite Dishes**

Unit Owners are prohibited from placing satellite dishes on the Common Elements, including roofs or attaching them to any part of the Building exteriors. Any Unit Owner contemplating the installation of a satellite dish elsewhere on the Condominium Property must obtain and comply with the Association's 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 Management Company. The Association has the right to place restrictions on the installation of satellite dishes on the Condominium Property.

# **Skylights**

Skylights are considered windows, thus they are the Unit Owner's responsibility to maintain, repair, and replace. Unit Owner may be held responsible for the cost of any damages caused by skylight repairs or replacements. NOTE: If any shingles require replacement, the identical shingle style and manufacturer MUST be used. For assistance in determining the appropriate shingle type or in locating a reputable roofing contractor, please contact Reserve Realty Management, but remember, the invoice payment responsibility for costs still belongs to the Unit Owner.

# **Snowplowing**

- If your car is parked on the driveway during snowfall, you must move the car before the snow contractor arrives if you want your driveway plowed. Driveways will be reasonably plowed after accumulations of two inches or more.
- The Management Company acts as a liaison between the owners and the Board of Directors, as well as with the contractors hired by the Board of Directors. They can be reached during regular business hours Monday through Friday at (330) 467-0828.

# Solicitation

The Association has a posted policy regarding solicitation within the Condominium Property. Please inform the Management Company of any violation of this policy by forwarding material found in your mailbox. The posted sign serves as a reminder to all Occupants and visitors.

#### **Structures**

Structures such as storage sheds, swimming pools, animal shelters or housing, and permanent basketball hoops or other recreational equipment are prohibited on the Common Elements or Limited Common Elements.

#### **Water Hoses**

Water Hoses must not be left in the grass when not in use. The major reason for this requirement is to protect your personal property. The regularly scheduled day for grass cutting can change depending on the weather or other circumstances. The workman operating the mower cannot always see a garden hose in the grass. The mower will cut the hose and we are simply trying to prevent this possible damage.

When not in use, water hoses must be neatly coiled and kept within a shrub bed, patio, or deck.

Water hoses must be disconnected from exterior faucets during the winter season (November 1 through March 31<sup>st</sup>) and stored inside the Unit. If there is a residual of water remaining in a hose attached to an exterior faucet, it can freeze and expand into the faucet and may cause a plumbing problem. Frost-free faucet covers are highly recommended.

# Windows

- Installation of replacement windows with screens must have prior written Board approval, except in the case of damage where an identical replacement would be made.
- 2. Windows, when replaced by the Unit Owner, must be identical in appearance to the existing windows.
- 3. An upgrade in the quality of windows will be approved providing replacement windows are identical in appearance to the existing windows.
- 4. Maintenance, repair and replacement and upkeep of windows are a Unit Owner responsibility.
- 5. Broken windows or torn screens must be repaired immediately by the Unit Owner at his/her expense.
- 6. Window air conditioning units are prohibited.
- 7. It is recommended that draperies, window shades, blinds, or curtains must be hung on all window interiors. Exceptions: Skylights or decorative rounds. All window coverings must be of a kind that are manufactured or made specifically for that purpose.
- 8. The use of plastic liners as added insulation over the exterior of doors or windows is prohibited.

# Wiring

Installation of wiring for electrical, telephone, air conditioning, machines, or the like on the exterior of the Building or which protrudes through the walls or the roof of the Building or other portions of the Common Elements or Limited Common Elements require prior, written Board approval.

# TINKERS LANE CONDOMINIUM PROJECT REQUEST FORM

Please use this form to submit a request for any exterior change or other special request. You must obtain written approval from the Board PRIOR to the changes.

Owner/Resident Name:
Address:
Request submitted for (explain):
Use the back of the form if necessary.

Provide as much information as possible to avoid delays in the review and approval of your request. The request should include detailed drawings and a written explanation of your intentions. Be sure to include comprehensive drawings with specific dimensions, detailed description of location, as well as pictures or brochures from manufacturer.

Your request must be submitted to the management company at least 7-10 days prior to the date of the next Board Meeting to be included on the Agenda.

The request may be emailed to: <u>office@reservemgmt.com</u> or mailed to Tinkers Lane Condominium, C/O Reserve Realty Management Company, 480 W. Aurora Road, Sagamore Hills, Ohio 44067.

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# **Request to Inspect Records**

Instructions and acknowledgement: This request form must be completed by any Unit Owner desiring to inspect or receive copies (including receiving copies or other information by email) of any Association books of account, meeting minutes, membership roster, or other Association documents ("Records"). A minimum of five business days is needed to process a Records request. If there is a question with any request, the Unit Owner will be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the Unit Owner provide the reason for each Record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association's goal and intent is to allow inspection of most Association Records. However, given the personal and legal nature of some Records, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Inspections of the Association's Records must take place during normal business hours at Reserve Realty Management.

During an inspection, the Unit Owner may request that certain Records be copied. The copies will be made available within three business days of the date they are requested. Copies that need to be mailed will be made available within 10 business days. All inspection, copying, and mailing charges will be the Unit Owner's responsibility and will be assessed to the Unit Owner's account. Original Records may not be removed from the inspection location.

This form must be completed in full, signed, and dated in order to process the request.

Address:	Phone Number(s):
Record Requested  1.	Reason and Purpose of Request
2.	
3.	
4.	
Preferred inspection dates and time:	
Do you anticipate making copies of any Records t	o be inspected?YesNo
If you prefer receipt of copies of the Records liste	d above via regular U.S. Mail to an actual inspection, check here:
Requests for mailed copies of Records will be fille account. If the charges are expected to exceed \$5 receiving the Records?YesNo	ed within 10 business days of receipt. The charges will be assessed to your 50.00, do you wish to receive a total estimate of the charges before
Association Records for any reason or purpose of Creek Lane Condominium Association, its Board rheirs, and assigns, harmless for any claim made omy inspection, use, or receipt of copies of Association.	nation or documents obtained from the inspection or copying of any ther than as stated above. I agree to indemnify, defend, and hold Tinkers members, officers, and its managing agent, and their respective successors, or damage sustained by any person arising from, related to, or concerning ation Records. I further consent and agree that all inspection and copying lined above, will be assessed to my account or paid in advance, as directed
Owner Signature	Date

Date

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