# OAK KNOLLS CONDOMINIUM UNIT OWNERS' ASSOCIATION LAUNDRY EQUIPMENT POLICY

The Oak Knolls Condominium Unit Owners' Association Board of Directors has conducted a review of the safety and compliance of stackable laundry equipment that has been installed in several units in the closet that contains the furnace, air conditioner, and breaker box for the unit.

This review was undertaken due to continued concerns regarding safety issues and stress on the plumbing system. The Board is responsible to maintain the condominium buildings and to ensure the safety of residents.

When built, the Oak Knolls Condominium buildings were not plumbed to handle the increased water volume and discharge of washing machines in individual units. The use of washing machines in individual units places a great deal of stress on the plumbing lines serving more than one unit. The Association is responsible to repair damage to drywall in the case of water damage caused by leaking water lines or malfunctioning washing machines.

The installation of an in-unit washing machine and dryer impedes access to the breaker box and makes servicing the HVAC system difficult. We have been informed by fire officials that electrical code requires 36" clearance around circuit breaker boxes. The installation of stackable washer and dyers does not allow for 36" clearance.

Due to these issues and concerns, the Board has decided to institute a ban on the installation of in-unit laundry equipment, including washers and dryers. Units that currently have an in-unit washer and dryer will not be required to remove their laundry equipment, but those owners will be required to remove their laundry equipment prior to selling their unit. Owners who currently have in-unit laundry equipment are required to notify the Board of a sale of their unit and to allow access to their unit so the Board can verify the removal of the laundry equipment. No new purchasers of a unit will be allowed to have in-unit laundry equipment.

Thank you for your cooperation in this regard.

The Oak Knolls Condominium Board of Directors Approved September 27, 2017



# Oak Knolls Condominium Handbook of Rules & Information

# WELCOME TO OAK KNOLLS CONDOMINIUM UNIT OWNERS ASSOCIATION!

On behalf of the Association, we would like to welcome you to Oak Knolls Condominium. We hope you find Oak Knolls a very nice place to live. To accomplish this, we have established a set of Rules and Regulations that pertain strictly to living at Oak Knolls in a condominium atmosphere. These are common sense Rules and Regulations that take into consideration the health, safety, and comfort of our residents. We hope you will find them reasonable and will cooperate by upholding them. We ask that you keep this handbook handy and that you refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact Reserve Realty Management, 480 W. Aurora Road, Sagamore Hills, OH 44067, or telephone: Cleveland (330) 467-0828 and Akron (330) 655-2272.

Additional information is contained in the Oak Knolls Declaration and Bylaws as recorded in **Volume 5611**, **Page 719 et seq.** of the Summit County Records. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Summit County Recorders office or from Reserve Realty Management Company for a fee.

This handbook is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws shall govern.

Sincerely,

The Board of Directors
Oak Knolls Condominium Unit Owners Association

#### CHANNELS OF COMMUNICATION

The Board of Directors consists of five individuals who are Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's regular meetings, typically held monthly.

In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing. 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. Any maintenance performed by a vender on behalf of a Unit Owner at the Unit Owner's expense will not be reimbursed in that Unit Owner did not contact the Management Company and utilize proper channels in order to have the maintenance issue remedied.

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#### INTRODUCTION

Oak Knolls Condominium Unit Owners Association is comprised of 206 condominium Units within 10 buildings and 17 garage buildings. The Condominium street addresses or building numbers are numbered in increments of ten, beginning with 6250 and ending with 6340 Greenwood Parkway, Sagamore Hills, OH 44067. Within the 10 buildings there are 186 garden style units and 20 townhouse units.

Located in the City of Sagamore Hills, the Condominium Property is served by the Sagamore Hills Police and the Northfield Center Fire Departments and the Northfield branch of the U.S. Postal Service.

Roads within the Condominium Property are private and are maintained by the Association.

Water is paid by the Association and included in the regular maintenance fees. Sewer is the Unit Owner's responsibility and will be billed to each individual Unit Owner separately. Rubbish is picked up Monday, Wednesday and Friday in the 5 trash rooms located at the end of garages 6-11, 37-41, 55-61, 62-67, and 87-93.

As a private condominium association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is composed of five Unit Owners, each serving a two year term. The Board manages Association affairs on behalf of all Unit Owners. The Board of Directors normally meets on the last Wednesday of each month. Monthly meetings are open to all Unit Owners and are held in the Clubhouse of the Greenwood Village Community Association. Meetings may be cancelled or the meeting place changed by the Board, Unit Owners must call prior to any meeting for updates of any changes.

The Annual Meeting for the election of Board Members is held the first Tuesday of February each year at the Greenwood Village Community Association Clubhouse, providing it does not fall on a holiday.

Reserve Realty Management, a professional Condominium Property management firm, handles the day- to-day management of the Association. It is responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association, e.g., snowplowing and landscaping, and monitoring these services. It also acts in an advisory capacity to the Board of Directors. Any questions or inquiries must be directed to Reserve Realty Management at (330) 467-0828 or (330) 655-2272. Reserve Realty's 24/7 emergency number is 216-903-4109 and should only be utilized for true emergencies that threatens people or Condominium Property.

Reserve Realty's website address: www.reserverealtymanagement.com

#### I. ENVIRONMENT OF COMMON ELEMENTS

#### A. GENERAL

- 1. Littering is prohibited.
- 2. The placement or storage of items in the Common Elements is prohibited without prior, written approval of the Board. Examples of prohibited items include, but are not limited to, bicycles, litter, boots/shoes, vehicles and furniture.
- 3. Tents, camping related equipment or any type of portable living quarters are prohibited.
- 4. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners will be held responsible for any damage caused by their tenants or guests.
- 5. Baseball, football, golf or any other sport games are prohibited.
- 6. Noise that constitutes a nuisance or causes a disturbance to other residents is prohibited.
- 7. Any types of private sales that draw traffic to the Condominium Property are prohibited.
- 8. Solicitation is prohibited.
- 9. Smoking is prohibited in Common Element hallways, laundry rooms, garages, and trash rooms.
- 10. Off road vehicles, bicycle riding, skateboarding and rollerblading are prohibited.
- 11. Feeding of wildlife is prohibited.
- 12. Lawn ornaments and decorations, including statuary and plastic flowers, are prohibited.

#### **B. GARAGES AND PARKING**

- 1. The garage must be used as the primary parking space for all residents.
- 2. All garage doors must be kept closed when not in use.
- 3. Only minor maintenance to motor vehicles, e.g. interior cleaning, tire change, are permitted in a garage or parking area. Oil changes are prohibited on the Condominium Property.
- 4. Storage of flammable or hazardous items in a garage is prohibited.
- 5. Garages are prohibited from being used as storage areas. The Association assumes no responsibility for any personal items in garages.
- 6. The installation of automatic garage door openers is permitted at the expense of the Unit Owner. Unit Owners must install a release at their expense to bypass the opener in the event of an electrical outage. Unit Owners are responsible for all maintenance to and replacement of openers, key bypasses and key pads.
- 7. The Association is responsible for the maintenance, repair and replacement, of doublewide garage doors, including mechanisms, tracks, springs, cables.
- 8. Parking is prohibited at all times in the following area(s):

- a. Designated fire lanes;
- b. Lawns and shrub beds;
- c. In front of any garage, trash or storage room; and
- d. Any place not specifically designated for parking.

#### C. MOTOR VEHICLES

- 1. The speed limit is 10 miles per hour.
- 2. All vehicles on the Condominium Property must bear current license tags. Any abandoned or disabled vehicle that is left unattended for a period exceeding 72 hours, or any vehicle or trailer prohibited, regardless of time, may be towed and stored at the owner's expense in addition to all other remedies.
  - a. The following vehicles are prohibited from being parked, stored, kept or maintained within the Condominium Property unless garaged:
    - i. Vans and Trucks in excess of 3/4 ton;
    - ii. Vehicles licensed, painted/signed for commercial purposes unless being parked in the designated overflow parking areas; and
    - iii. All other types of commercial vehicles, unless providing temporary service to a Unit.
- 4. The following vehicles are prohibited from being parked, stored, kept, or maintained on or in the Common, Limited Common or Exclusive Use Elements: boats, trailers, campers and motor homes.
- 5. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
- 6. Motor vehicles found in violation of the Rules and Regulations may be towed immediately and stored at the owner's expense as posted at the entrance, in addition to any other costs incurred.
- 7. Bicycles may be parked only in a garage and are prohibited from being ridden on the Condominium Property except for ingress and egress purposes. Off-road vehicles are prohibited.

#### D. SIGNS

- 1. Except as otherwise specifically provided below, signs are prohibited from being displayed on or from any part of the building, Unit or Condominium Property unless prior written approval of the Board is obtained.
- 2. One 11"x14" professional "For Sale" sign is permitted in the window of the Unit with the name of the real estate agency. "Open House" signs must be obtained from the Greenwood Village Community Association Clubhouse. All other signs are prohibited and may be removed.

#### E. SWIMMING POOL

- 1. A pool key may be obtained from the management company. A maximum of one (1) key will be issued per unit. Keys shall not be duplicated. The replacement cost per key is \$30.00. Each unit owner is required to sign for all keys obtained.
- 2. The pool is open daily from 11:00am to 8:00pm from Memorial Day weekend up to and including Labor Day weekend.
- 3. Individuals less than 14 years of age must at all times be accompanied by an individual 18 years or older.
- 4. Only residents or invited guests of residents are permitted within the pool enclosure. Residents must accompany and be responsible for the conduct of their guests at all times.
- 5. No glass is permitted in the pool area. No pets are permitted in the pool area. No conduct is permitted that constitutes a nuisance or a safety hazard in the pool area. No alcoholic beverages are permitted within the pool area. No public intoxication is permitted within the pool area.
- 6. Residents are permitted to store summer furniture within the pool area along the fence line only. All stored furniture must be removed before the Labor Day weekend is over. Furniture left behind will be disposed of. The Association will not be responsible for articles lost, stolen, or damaged.
- 7. Party givers must clean up after themselves and their guests no later than the following day. At no time will a party at the pool be grounds for refusing entry to non-party residents.
- 8. There is no attendant on duty. Swimming is at your own risk

#### F. LAUNDRY ROOMS

- 1. Laundry room hours are from 8:00 a.m. to 10:00 p.m. daily.
- 2. Mechanical problems must immediately be reported to Reserve Realty Management. Lost change should be reported to Coinmach Laundry at (330)467-2298 or toll free at (800)362-3182. There website address is <a href="https://www.coinmachcorp.com">www.coinmachcorp.com</a>.
- 3. Laundry must be removed immediately upon completion of the cycle.
- 4. Lint filters must be cleaned after each use.
- 5. Lint and empty detergent boxes must be disposed of in the trash receptacles provided.
- 6. Laundry room use is for residents only.
- 7. Laundry and other items are not to be stored or left in the laundry rooms.

#### G. **PETS** (Item 2 was restated on June 27, 2012)

- 1. Dogs, cats and other common household pets are permitted for a maximum of 3 total pets per Unit.
- 2. All pets must be on a hand-held leash, not longer than 6 feet, and under the control of the owner at all times when outside the Unit.

- 3. Pets shall not be tied, fenced or housed outside of a Unit unattended for any time period.
- 4. All pets must be relieved and exercised in the designated pet areas that are located along the perimeter of the Condominium Property. Within these areas and in all Common Elements, the pet owner is required to immediately remove all feces dropped by their pet(s) and dispose of it in a proper container.
- 5. Pet owners shall be liable for any and all damages caused by their pet to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
- 6. Washing and/or grooming of pets in the laundry rooms or any portion of the Common Elements is prohibited.

#### H. RUBBISH REMOVAL

- 1. All rubbish must be placed in securely tied plastic bags BEFORE disposing in trash containers provided in each trash room. Trash must not be left on trash room floor.
- Residents must call the Management Company at (330) 467-0828 for disposal of large items, such as furniture or appliances. The Management Company will notify Metro Sanitation for pick up.
- 3. Residents may not dispose of tires or paint on the Condominium Property.

#### II. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration of Condominium Ownership and Bylaws, should be read by all Unit Owners and residents. Together, they fully explain the operation, maintenance, finances, etc. of your Association. We have taken some of the following information from these documents to assist you in maintaining your individual Unit.

#### A. ASSOCIATION RESPONSIBILITIES

The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

- 1. Siding, foundation and roof, hallways and laundry rooms in multiple Unit buildings.
- 2. Driveway and parking areas.
- 3. Common Element landscaping.
- 4. Common Element exterminating.
- 5. Parking lot, building and hallway lighting.
- 6. Building sewer leads to sewer mains, laundry drains, and all hot water tanks in multiple Unit laundry rooms.
- 7. Master insurance policy.
- 8. Utilities not separately metered.

#### **B. UNIT OWNER RESPONSIBILITIES**

- 1. All interior walls, doors, floors and ceilings. All windows and doors that serve one Unit.
- 2. All glass and screens within the windows and doors.
- 3. All heating, cooling and ventilation equipment.
- 4. All utility service lines, pipes, wires, conduits, and hot water tanks exclusive to the Unit and within the bounds of the Unit.
- 5. The Limited Common Element(s) that serve any single Unit.
- Improvements made to the patios and balconies from the original construction shall be the sole responsibility of the Unit Owner to maintain, repair, and replace.
- 7. Garage door openers.
- 8. Mailbox locks, keys, doors and hinges.
- 9. Each resident must have their own Homeowners Insurance coverage. The Association carries insurance in accordance with the Declaration; Unit Owners are responsible for all personal contents and liability within their Units. Only the Board may file claims against the master insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone number of the Association's Insurance Agent, or see "Important Telephone Numbers" in the rear of this handbook.

#### III. LIMITED COMMON ELEMENTS

#### A. WINDOWS AND DOORS

- 1. A request for installation or replacement of a door, storm door, and or windows must be submitted in writing to and approved in writing by the Board and the Greenwood Village Architectural Control Committee (A.C.C.E.S.).
- 2. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
- 3. Only curtains/drapes with white or an off-white backing are permitted as window treatments. Window treatments are defined as curtains, draperies, and vertical or horizontal louvers. Bed sheets or newspapers or other non-window coverings inside of windows are prohibited. Window treatments must appear to be installed correctly from the exterior of the unit.

#### B. GRILLING

In accordance with the Ohio Fire Code, burners, gas grills or any other type of openflame devices are prohibited to be used within ten (10) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks.

Violations of this Fire Code should be reported to the local Fire Department at the non-emergency telephone number of (330)467-7410.

## C. PATIOS, BALCONIES, ENCLOSURES

- 1. Storage of nontraditional patio furniture and/or personal items on patios and balconies is prohibited.
- 2. Hanging any items from balcony railings is prohibited.
- 3. Flower boxes and pots are permitted on balconies providing they do not cause a nuisance or damage to the Units below or to the Common Elements.
- 4. Patios and balconies are Limited Common Elements.

#### IV. UNIT RESTRICTIONS

#### A. GENERAL

- 1. Alteration to the Common Elements is prohibited without the prior, written approval of the Board.
- 2. Unless the prior, written approval of the Board is obtained, the placement of awnings, screens, wiring, air conditioners, antennas or other items is prohibited on the exterior, or to be visible from the exterior of any Unit.
- 3. To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for an exterior modification.
- 4. Planting flowers of an annual variety is encouraged and must be maintained by the unit owner. Examples of approved plantings include: mums or tulips. Planting or removal of perennials, trees, deciduous shrubs or expansion of flower bed areas must have the prior written approval of the Board.
- 5. Door, porch, gate, fence or lamp post decorations that are seasonal in nature are permitted during that holiday period only and may not be installed more than three weeks prior to and must be removed no later than 15 days after the holiday. No decorations may be affixed in such a way as to cause damage to the exterior of building.
- A new installation of in-suite laundry equipment is prohibited. Unit Owners are responsible for any damage caused as a result of existing in-suite laundry equipment.
- 7. Every proposed modification to Common or Limited Common Elements must be submitted in writing with appropriate drawings to the Board of Directors and Greenwood Village A.C.C.E.S. Board for written approval at least 30 days prior to the intended commencement of the project. No project may be initiated until written approval is received from both the Board and Greenwood Village Community Association.
- 8. **TELEVISION ANTENNAS**; A satellite dish/umbrella may not be installed anywhere on the Condominium Property or Greenwood Village, nor are rooftop antennas allowed, without first acquiring written permission from the Board and then the

GVCA A.C.C.E.S. Committee. Cable service is available through Time Warner Cable if desired. If a satellite dish is needed to receive services not offered by Time Warner, the resident must request from Management an approved installation company to work with the resident. Only Association approved contractors under the Association guidelines are permitted to install on the Condominium Property.

#### B. FLAGS

- 1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Elements on a pole attached to the wood trim only. Please request guidelines from the Management Company.
- 2. The flag must be made of nylon, polyester, or cotton.
- 3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
- 4. The installation of a free-standing flag pole in the ground is prohibited.
- 5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
- 6. A flag left up after sundown must be lit. Prior Board approval is required before the installation of such lighting.

## C. EXTERIOR MODIFICATIONS

- 1. Painting or changing the exterior appearance of the building, including doors and windows, is prohibited without the prior, written approval of the Board.
- 2. Installing any sign, awning, canopy, or shutter on the exterior of the building is prohibited without the prior, written approval of the Board.
- 3. Placing or installing any air-conditioner, ventilator or similar device through the exterior walls or roof of the building is prohibited without the prior, written approval of the Board.
- 4. Making any changes or alterations to any part of the common area is prohibited, except where otherwise provided, without the prior, written approval of the Board.
- 5. Installing any additions or alterations to the units or patios is prohibited without the prior, written approval of the Board.

#### D. SALE OF A UNIT

- 1. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner, Title Company, or real estate agent must notify the Management Company and make arrangements for a maintenance fee update letter. At the same time as above, the Unit Owner must provide the following:
  - a. Names of all residents;
  - b. Home and business mailing addresses;

- c. Home and business telephone numbers;
- d. Name, business address and telephone number 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 required in a-d must be provided to the Board within thirty (30) days of the change.
- 2. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
- 3. One 11"x14" professional "For Sale" sign is permitted in the window of the Unit with the name of the real estate agency. "Open House" signs must be obtained from the Greenwood Village Community Association Clubhouse. All other signs are prohibited. Signs may not be attached outside the windows.
- 4. The seller is responsible for providing the following items to the buyer:
  - a. Copy of the Declaration and Bylaws, and any Amendments to same.
  - b. Copy of the Rules and Regulations.
  - c. Unit access door key(s), mailbox, and garage door key(s).
  - d. Garage door opener.

#### E. LEASING OF A UNIT

The following amendment was recorded on November 4, 1986, as represented by affirmative vote in excess of 75% of the ownership.

- 1. Renting or leasing of a unit is prohibited; unless you acquired ownership of your unit prior to October 14, 1986. Unit Owners who had acquired ownership of their unit prior to October 14, 1986 are considered to be "grandfathered" and may rent/lease their unit.
- 2. Except for hardship exceptions, or grandfathered rental Units, Units must be occupied by the Unit Owner, parent(s), or children of the Unit Owner.
- 3. Leasing a Unit for transient or hotel purposes, as defined as periods of less than four (4) consecutive months, or providing hotel, laundry and similar services, or roomers/borders, is prohibited. Sub-leasing is prohibited.
- 4. Units must not be occupied by more than one (1) single family.
- 5. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
  - a. Copy of the lease;
  - b. Full name of tenant(s);
  - c. Names of all residents of the Unit; and
  - d. Home and business telephone numbers of tenant(s).

- 6. The Unit Owner is responsible for making the tenant aware of the Rules and Regulations.
- 7. The Unit Owner is responsible for tenant violations of the Declaration, By-Laws, and/or Rules and Regulations. The Unit Owner shall be responsible for enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.
- H. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules and Regulations.

#### F. MOVING

Move-ins and outs may only take place between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday. Move-ins and outs may not unreasonably disturb or inconvenience the other residents.

# G. **COLLECTION POLICY** (Restated on January 27, 2010)

- 1. All assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the fifteenth (15<sup>th</sup>) of the month.
- 2. An administrative late charge of thirty dollars (\$30.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (Subject to increase upon further notice).
- 3. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association.
  - b. Collection costs, attorneys' fees incurred by the Association.
  - c. Principal amounts owed on the account for common expenses and assessments.
- 4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
- 5. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
- 6. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or correct such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or correction incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

7. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30)days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

#### H. COMPLAINT PROCEDURE

- 1. Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
- 2. Reports of violation should include violator's name or unit address (both if available) and a detail description of the alleged violation, i.e. date, time, location, etc.
- 3. The Board of Directors and/or the Manager will, in most cases, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to correct the violation.
- 4. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the following Section I, Enforcement Procedures and Assessments for Rule Violations.

#### I. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

- 1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guest(s), or the residents, including tenants and employees, if any, of his or her Unit.
- 2. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.
- 3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- 4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against a Unit Owner in violation.
- 5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
    - A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
    - ii. A description of the Condominium Property damage or violation;
    - iii. The amount of the proposed charge and/or enforcement assessment;

and

- iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- 6. 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.
  - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
  - b. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- 7. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

#### J. RECORD REQUEST POLICY

- 1. Any Unit Owner may inspect and/or copy Association records by appointment at the principal office of the property management company. An owner must make the request for inspection in writing listing the documents to be inspected and/or copied and the reason and purpose for the request. The request may be sent to the Property Manager or any member of the Board of Directors.
- 2. No owner may submit more than one (1) request for inspection and/or copying in a thirty (30) day period.
- 3. Inspections may be made during the normal business hours of the principal office of the property management company. The appointment should take place after the appropriate records are made available. Normally, this would be within ten (10) business days after the request is received. During an inspection, the owner may designate for copying such records by use of a removable tab, slip or post-it note on the page(s) desired. Normally, the copies will be made available within ten (10) business days of the date they are designated. Original records may not be removed from the inspection location.
- 4. Unit owners shall not exercise their inspection rights in order to harass any other owner, agent or the Property Manager. Any owner will be required to sign a log

- when they inspect records or receive copies showing the date and the records inspected or copied.
- 5. Upon written request, owners shall be provided meeting minutes at no charge. For records other than meeting minutes, the owner shall pay for copies and for the clerical time involved with retrieval, copying and re-filing the documents. The fee for this service will be determined by the Property Manager and agreed to by the owner. It will be based on the number of copies and the amount of time involved satisfying the request (for retrieval, copies and re-filing).
- 6. The Board of Directors may withhold from inspection or copying any records that in its reasonable business judgment would:
  - a. Constitute an unwarranted invasion of privacy;
  - b. Constitute privileged information under the attorney-client privilege;
  - c. Involve pending or anticipated litigation or contract negotiations, or
  - d. Involve the discipline or dismissal of a specific member of the Board of Directors.

Please keep this Handbook of Rules and Regulations in the Unit and if the unit should change hands make sure the buyer receives this copy. Thank you for being a part of Oak Knolls Condominium Unit Owners Association and for helping to keep our Condominium Property a great place to live.

# **IMPORTANT TELEPHONE NUMBERS**

Emergency:	
Greenwood Village Community Association	(330) 467-7036
Police/Fire Emergency	
Police - Non Emergency	
Fire – Non Emergency	
Sagamore Hills Township Office	
Summit County Sheriff	
Poison Control Center	(216) 231-4455
Utilities:	
Ohio Edison (Electric)	
East Ohio Gas	(216) 361-2345
Division of Water - City of Cleveland	
Summit County - Sanitary Sewers	
Metro Disposal	(888) 473-7330
Reserve Realty Management:	
Customer Service	
Fax	(330) 467-6845
Emergency	(216) 903-4109
General:	12 mm m 2 mm m m m m m m m m m m m m m m
Northfield Community Library	
Coinmach Laundry	
State Farm Insurance	
Northfield Post Office	
Brentwood Ambulatory Care Center	(330)468-0190