

**MacIntosh Farms Condominium No. 2
Owners' Association, Inc.**

Rules and Information Booklet

Revised February, 2021

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Welcome to MacIntosh Farms Condominium No. 2 Owners' Association, Inc.

MacIntosh Farms Condominium No. 2 ("Condominium Property") is a small community of seventy-two units. It offers a life style of both shared responsibilities and autonomous living. The Unit Owners share in the financial responsibilities of the Association and maintenance of Condominium Property in order to enjoy the other benefits life has to offer. As such, Unit Owners, Occupants and their guests accept certain freedom limitations in order to achieve a comfortable living style for all.

Condominium ownership is unique, a somewhat different type of property ownership as compared to private home ownership. Accordingly, condominium living is somewhat different from other types of residence life, such as experienced by apartment dwellers and private home owners. Some first time condominium Occupants are surprised to learn that they are subject to rules and regulations that govern and limit their rights to the Condominium Property. Moreover, Unit Owners have an obligation to pay a share of the Association's expenses, as mandated in the Declaration and Bylaws ("Governing Documents").

The purpose of this booklet is to explain how our Association functions, how it is governed, and the rights and obligations of each Unit Owner/Occupant. We ask you to keep this booklet handy as a reference when questions arise.

The Board of Directors has contracted with a Management Company to handle every day operations of the Association. The Unit Owner should contact the Management Company when problems arise that require their action. The Management Company is also responsible for the collection of maintenance fees as well as other charges such as assessments and late fees.

Items Requiring Written Board Approval

- Structural changes to areas or any portion of the Condominium Property.
- Addition of decks and patios. Porch enclosures are prohibited by the Ohio Condominium Act without unanimous Unit Owner approval and an amendment to the Governing Documents.
- Addition of storm doors and replacement of windows, main and secondary entrance doors.
- Mulch applied by Unit Owner.
- Addition of trees, shrubs, plants, and flower beds outside of the four foot allowed area of the Unit foot print.
- Any modification visible from the exterior of the Unit.

For all the above items, a Project Approval Request form must be obtained from the Association contracted Management Company to properly make the request.

Items That Require Notification of the Board of Directors/Management Co.

- Sale of condominium ownership within ten days of executing a purchase agreement.
- Name and credentials of contractor performing exterior work operations other than those directed by the Board of Directors.

Rules and Information for MacIntosh Farms Condominium No. 2 Owners' Association, Inc.

The following rules and information in this booklet are being published and distributed in the belief that the Association as a whole will benefit from them. The rules and regulations set forth here are derived from and supplement the Governing Documents.

From time-to-time, as the situation arises, the Board of Directors may amend, add, or delete rules as requested.

Alterations and Additions

- All modifications to the Common Elements and Limited Common Elements are prohibited without prior written approval of the Board.
- Plans for changes must be submitted to the Board of Directors in writing.
- Work may be performed by a contractor or a unit owner. Any work that affects another unit must be performed by a licensed contractor.
- Plans must include specifications of the proposed project, a drawing showing the features and location of the addition, or alteration.
- Commencement of work is prohibited without receipt of written approval of the Board.
- Documents reflecting the Unit Owner's liability, responsibility for maintenance, and duty to notify any future Unit Owner of the responsibility of liability and maintenance of the alteration or addition must be signed by a representative of the Board and Unit Owner prior to the start of work operations.
- Project request forms and additional forms needed can be obtained from the Management Company.
- Unit Owners are responsible to obtain building permits from the Building Department at City Hall.

Amendments to the Association Documents

The Governing Documents may be amended from time to time by a vote of Unit Owners. In most instances, it requires 75% of the voting interest to approve an amendment.

Animals

- Animals, such as rabbits, livestock, fowl, or poultry are prohibited to be raised, bred or kept in any Unit or in the Common or Limited Common Elements.
- Dogs, cats or other household pets are permitted to be kept in the Units, subject to the rules adopted by the Board, provided they are not kept, bred or maintained for commercial use.
- If any such pet were to cause an unreasonable disturbance or nuisance, the pet can be **permanently** removed from the property upon three days written notice from the Board of Directors. Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purpose of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time day or night.
 - c. Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
 - d. Pets who relieve themselves on walls or floors of Common Elements.
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- Pets are prohibited outdoors unless on a handheld leash no longer than 6 feet in length at all times. They must be under the complete physical control of a responsible human companion.
- Pet owners are responsible for the immediate and complete clean-up of their pets' waste.

Association

The "Association" is a not for profit corporation. Its membership consists of Unit Owners. The Association is managed by the Board of Directors who are elected by Unit Owners at the annual meeting. (See the Condominium Association.)

Association's Annual Meeting

The Association's Annual Meeting is held the third Thursday of February for the sole purpose of the election of Board Members whose terms of office have expired.

Bicycles/Tricycles Etc.

- Bicycles, tricycles, and other wheeled sport or recreational vehicles or devices are prohibited to be ridden on the grassy areas of the Condominium Property or walking paths.
- All roadways are dedicated streets, and are owned and maintained by the City of Broadview Heights.
- Bicycles, tricycles and other recreational equipment must be properly stored in garages or other appropriate areas. Leaving any recreation equipment outside of a Unit when not in use or after sundown is prohibited.
- Outside storage is prohibited in the Common or Limited Common Elements.

Board of Directors

The Association, Inc. is governed by a duly elected Board of Directors. The Board consists of Association members and members' spouses, elected to serve the general welfare of the Association.

The duties of the Board are to draw up specifications and award contracts for upkeep of the Common Elements, decide policy, establish reserve accounts for long range maintenance projects of the Common Elements and oversee the financial status of the Association. The Board may also establish the rules and regulations for the day to day operations of the Association. The Board may also recommend and request a vote of the Association Members to amend the Governing Documents of the Association as conditions may warrant.

The actions of the Board are subject to the Governing Documents and Ohio Condominium Act.

Members of the Board serve the Association without compensation. Board meetings are held as needed. Contact the Management Company for further information.

Business

- Any business, industry, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise that involves customers, consultants, or employees visiting the Condominium Property is prohibited.
- Signs are prohibited on the exterior or as viewed from the window of any Unit.

Chimney Cleaning

- Some Units have chimneys that are approved for the burning of fire wood.
- Unit Owners are responsible to service the chimneys as required. This includes cleaning on a regular basis to prevent risk of fire.
- Chimneys must be cleaned and inspected.

Common Elements

The Common Elements include all parts of the Condominium Property except for the Units:

- The Common Elements must not be obstructed in any way nor can anything be stored or constructed in the Common Elements without prior written Board approval.
- Clothes lines are prohibited. Hanging or exposing sheets, blankets, and/or other articles on any part of the Condominium Property is prohibited.
- The Common Elements must be kept free of rubbish, debris, and other unsightly materials.

Common Courtesy

Living in a condominium community requires a bit more consideration of your neighbors due to the close proximity of the living accommodations. We are required to be aware that our actions can and do affect others.

For example:

- Not all Occupants like pets, so be sure your pet does not become a nuisance to others.
- If your pet makes a mess on the Condominium Property the owner must clean it up. Do not make others clean up after what is your responsibility. This should also include all areas of MacIntosh Farms, not just our Association Property.
- The type of music you may like is not necessarily the type others in the immediate area may like. Play radios and stereos at a volume that does not disturb others. Excessively loud music or any other received transmission will not be tolerated. Noise that is audible inside another unit is prohibited.
- The Association will not tolerate harassment of any Unit Owner, Occupant, employees, contractor, or other party for any reason, to the extent protected by Federal, State or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence.
- If a Unit Owner or Occupant feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Community Association Manager. If a Unit Owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment, then contact the Board of Directors. Everyone is expected to cooperate with any such investigation.

Please respect your neighbor's rights and they will respect you.

Condominium

The term "Condominium" is defined as "Joint Sovereignty". A Condominium Association is a business, in that it defines a type of ownership. Typically, a condominium has been an apartment or townhouse grouping. In plain English, condominium is a term that come to mean "Common Ownership of Property".

A legal description of the term "Condominium" is defined in Chapter 5311 in the Ohio Revised Code.

Condominium Association

Unit Owners make up the membership of the "Association." All persons who purchase a Unit agree to be bound by the terms as outlined in Chapter 5311 of the Ohio Revised Code,

the Association Declaration, By-Laws, and rules and regulations of the MacIntosh Farms Condominium No. 2 Owners Association, Inc. This means that he/she agrees to certain restrictions and responsibilities, such as limitations on certain activities, the payment of monthly fees and assessments.

Contractors

For alterations or additions involving the Common Elements, the contractor must have adequate public liability insurance coverage, workman's compensation, property damage insurance, contractor's protective public liability insurance, in the event the contractor should sub any portion of the work being performed, and finally automobile liability insurance.

- If any of the above coverages are inadequate and an accident should occur requiring restoration of Condominium Property, the Unit Owner will be liable for additional monies resulting from the short fall in the contractor's insurance or entirely responsible for the cost of the Association repairing the property to the extent insurance proceeds do not exist.
- The contractor must be licensed and certified to perform work in the City of Broadview Heights.
- It is advisable to determine if the work to be done will require a building permit. This can be obtained from the Building Department of the City of Broadview Heights. This could insure that all work is properly completed.

Damage to Units & Common Elements

- Damage is defined as intentional or accidental changes in the appearance or function of any part of the Condominium Property, including building, land, trees, shrubbery, plantings, exterior of unit and surrounding common areas, etc.
- The Association will make the repair and assess cost to unit owner

Examples:

- Broken windows, whatever the cause.
- Damage to a unit or grassy Common Element caused by a Unit Owner's, tenants, or guest's vehicle.
- Fire due to Unit Owner/tenant negligence.
- Water damage due to negligence

This applies to Unit Owners, lessees, tenants, their families and guests, invited or not.

Decks and Patios

- The installation or modification of decks and patios is prohibited without prior written Board approval.
- To apply for the required approvals, a Unit Owner must obtain an application for a deck or patio license from our Management Company.
- The application contains all the requirements and information to be provided to the Board for the construction of these additions.
- Applications and licenses may be required by the City of Broadview Heights whether the Unit Owner or a contractor is doing the construction work.
- Decks and patios are not to be used as storage areas and should be kept neat and uncluttered. All personal property is prohibited from being left on a deck or patio after sundown except for patio furniture designed and sold for outdoor use and as otherwise provided by these rules.
- **Please note: Building permits are required for some projects.**

Declaration and Bylaws

These are the legal documents that govern the condominium property and the Association, as well as the responsibilities of the Unit Owners and Board Members.

- Each Unit Owner, at the time of the placement of good faith monies for the purchase of a Unit, should receive a complete set of The Declaration and Bylaws of MacIntosh Farms Condominium No. 2 Owners Association, Inc. along with those of the Master Association.
- It is the Unit Owner's responsibility to obtain the Governing Documents when purchasing the Unit and turn these documents over to the next individual purchasing the Unit. They are also available at the county recorder office.
- Along with these documents, the Unit Owner is also required to provide the buyer with a copy of the rules and information booklet.

The Unit Owner is also required to notify the prospective buyers of any additions and alterations to the Unit, which they will be responsible to maintain, and that the new Unit Owner would also be liable for any problems that may result from the additions and alterations.

Dryer Vents

- The maintenance and cleaning of dryer vents is the responsibility of the Unit Owner. In some cases the vent run is a considerable distance before reaching the outside exit.
- Vents must be checked and cleaned periodically to insure they are free of lint build up. Another problem is birds building nests in the dryer vents. Unit Owners are responsible for inspecting dryer vents periodically. Failure to clean your vents will result in you being held negligently responsible for the uninsured costs of restoring the Condominium Property following a fire caused by your dryer. The Declaration, as amended, requires you to clean the portion located in your attic also and extend that vent to the exterior of the Unit if necessary. Unit Owners must obtain Board written approval before any modification to a perimeter wall.

Emergency Repairs

For emergency repairs, Unit Owner/tenant is to contact the Management Company, even if the item requiring repair is still under warranty.

Enforcement Assessments

The Board of Directors has the right to insure that all Unit Owner/Tenants comply with the Declaration, Bylaws, and the Rules and Regulations of the MacIntosh Farms Condominium No. 2 Owners Association, Inc. Enforcement Assessments will be only charged in accordance with the procedures outlined in the Rules, Declarations and By-Laws Enforcement section.

Entrance Doors

- The front entrance doors were painted by the developer in various color schemes to complement the siding.
- Unit Owners are responsible for maintaining doors and maintaining the original colors.
- Secondary entrance door color schemes must be the same color of the main entrance door.

Exterior Changes

- The exterior appearance of any Unit or Common Elements may not be altered, changed in any way without prior written Board approval.

Fireworks

Discharging fireworks, of any kind, at any time on or from any part of the condominium property, by either a Unit Owner/tenant or his/her guest, invited or not, is prohibited.

Flags

The Board of Directors supports our nation and its military, as well as Unit Owners' desire to display flags that are representative of these causes. In an effort to ensure that the Unit Owners display these flags respectfully, in a way that honors the values that each flag is intended to symbolize, the Board has adopted the following rules.

1. Except as otherwise provided in the Rules, Unit Owners are not permitted to hang or otherwise display any clotheslines, clothing, laundry, blankets, flags or other articles outside of their Unit or that are visible from the outside of their Unit.
2. Unit Owners may install one flag pole on the exterior of their unit. The pole must be affixed to the white wood trim. Securing the pole into siding is prohibited. The pole itself must be no longer than 5 feet in length. The flag pole holder must be white in color.
3. Due to the size and character of the surrounding Buildings and the Common Elements, free standing flag poles are prohibited to be installed outside of a Unit.
4. To avoid excessive exterior displays and reasonably preserve property values, Unit Owners are permitted to display flags that are currently protected by Federal and State laws, subject to applicable Board-adopted rules. Specifically, Unit Owners are permitted to display the following flags on the flag pole described in Paragraph 2: the United States flag, State flag, and the POW/MIA flag. Flags must be no larger than three-feet-by-five-feet.
5. Unit Owners are also permitted to display a service flag (blue star banner, gold star banner, or other flag designated as a service flag) for immediate family members serving in the armed forces on the interior side of their Unit window.
6. Flags must be displayed in accordance with applicable federal patriotic customs, State laws and local ordinances. Flags must be made of nylon, polyester, or cotton material.
7. Unit Owners are responsible for maintaining and replacing their flag(s) and flag pole in a good state of repair. In the event a flag becomes torn, faded or in any other way mutilated, the Unit Owner must immediately remove or replace the flag(s). If the Unit Owner sells their Unit, the Unit Owner must remove the flag pole and restore the wood trim to its original condition.

Flower Beds

The following rules pertain to any additional flower bed installed by the Unit Owner installed after the developer sold the Unit to the first owner.

The basic rules are as follows:

- Plan ahead, plant bulbs, shrubs, flowers, etc. that are pleasant for all to view.
- Planting beds are prohibited from extending more than four feet from the Unit foot print.
- Tomato and pepper plants and such may be planted in pots and placed in the bed areas. Please note, pots are to be above ground. Growing any food plants in the ground is prohibited.

Do not plant items that could grow to such a height that would obstruct your neighbor's view or interfere with gutters, siding or roof.

Garage Doors

Garage doors must be kept closed when not in use. This is mainly for the protection and safety of the Unit Owner/tenants well-being.

Garage Sales

Master Association rules apply.

Hanging Flower Baskets & Flower Boxes

- Flower baskets are prohibited from being hung from gutters.
- Mounting flower boxes to window frames is also prohibited.
- Mounting hooks, nails, etc. into siding is prohibited. If hooks, nails, etc. are mounted into wood, it will be the Unit Owner's responsibility to restore these areas to their original condition upon sale of the property.

Holiday Decorations

- Holiday decorations are prohibited except in accordance with these rules.
- Decorations are permitted to be displayed for three weeks prior to the holiday and must be removed within two weeks after the holiday.

- Any damage from the installation of the decorations (fascia, siding, gutters, etc.) will be repaired at the Unit Owner's expense.

Insurance

- The MacIntosh Farms Condominium No. 2 Owners Association Inc. provides casualty and insurance on all the Common Elements and the original installations of the Units and structural components of the buildings.
- The provisions of our insurance coverage is that replacement is guaranteed to the Units original specifications (minus developer or owner added upgrades). The additional cost of insurance to cover upgrades is the Unit Owner's responsibility.
- Unit Owner/tenant should obtain insurance to cover personal property and additional coverage to provide for any upgraded items, alterations, and attic area.
- Sewer back-up coverage is recommended.

Invisible Electric Fences

- Invisible electric fences for the purpose of restraining pets to specific areas are prohibited.
- When out of doors, all pets (dogs, cats, etc.) must be on a hand held leash no longer than 6ft. in length. Tethering of pets outside is prohibited.
- Pet owners are responsible for immediate and complete clean up after their pet(s).
- It is the responsibility of the pet owner to repair any damage to the grass, shrubs, plants, etc., caused by their pet at their own expense.

Landscape Lighting

- Solar walkway lights are only permitted to be installed in the areas between the sidewalk and garage foot print and the area in which the developer planted shrubs, plants, etc. immediately in front of the unit.
- Lights are prohibited in all other locations.

Lawn Decorations

Lawn decorations are prohibited. All items such as bird baths, feeders, or decorations are prohibited to be placed in the Common Elements.

Lawn, Shrub and Tree Maintenance

- The Board contracts for lawn, shrub and tree maintenance on behalf of the Association.
- All grassy and original areas in which the developer planted shrubs, plants and trees, usually in the front of the Units, will be covered by these contracts.
- The Unit Owner/tenant is responsible for maintenance of any additional shrubs, plants or trees added at his/her expense.
- It will also be the responsibility of the Unit Owner/tenant to repair or replace any or all of the above that are destroyed due to negligence by Unit Owner/tenant, guest, or by pets. (Failure to water grass, plants, trees, and shrubs would be an example of negligence.)

Lease

- An Amendment to the Declaration of Condominium ownership was approved and filed for record December 19, 2019 (Document No. 201912191491) prohibiting units to be purchased and held for investment/leasing purposes.
- Leasing is prohibited unless the lease qualifies under an exception provided by the Declaration.
- If a lease qualifies under an exception provided by the Declaration stated above the Unit Owner is responsible for:
 - < The Unit Owner must provide the Management Company with the following information before the tenant can take up residence: copy of lease, full name of tenant, names of all occupants of the unit and telephone number of the tenant.
 - < The Unit Owner is responsible for making the tenant aware of the Governing Documents and Rules of MacIntosh Farms Condominium 2.
 - < The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for the rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.
 - < The lease document must contain a clause making it subject to the covenants and restrictions in the MacIntosh Farms Condominium No. 2 Declaration, Bylaws and Rules.
- Renting, leasing or sub-leasing a unit for transient or hotel purposes, as defined as periods of less than six months, or hotel, laundry, and similar services, or roomers/boarders, is prohibited.
- "For Rent" signs are prohibited.
- Contact the Management Company with any questions/concerns about leasing issues/exceptions.

Lien Procedures and Cost of Collection

(assessments)

- Maintenance fees and assessments are due on the first (1st) day of each month and considered late if not received by the tenth (10th) of the month.
- An administrative late charge of twenty-five dollars (\$25.00) per month shall be charged for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
- Any cost, 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.
- Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
- If any owner fails to perform any act he/she is requested to perform by the Declaration, 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 owner the entire cost and expense, including reasonable attorney fees, such performance or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such 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 expense.

Limited Common Elements

The term "Limited Common Element" refers to the Common Elements that are for the exclusive use of the Unit Owner of the Unit to which the Limited Common Element was assigned. Here at MacIntosh Farms Condominium No. 2, the Limited Common Elements include unit porches, sidewalks, patios, and attics that were installed as part of the original Units.

Other limited Common Elements are decks, patios, etc. which have been constructed with the approval of the Board of Directors.

Litter

- Littering is prohibited.
- If litter is encountered in the Common or Limited Common Elements, please pick it up. No service has been provided for this service task. This should be the responsibility (and pride) of all Occupants.

Management Company

The Management Company under contract to the Association will provide management services and perform the routine operations of the Association. Among those duties is the billing of maintenance fees. The Management Company also acts as a liaison between the Board of Directors and the contractors hired by the Board of Directors. They can be reached daily between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday.

Maintenance of Unit Interior

The Association or its agent may enter any Unit when entry is in connection with the maintenance of, or construction for which the Association is responsible for emergency purposes. It may also enter the Common and Limited Common Elements of a Unit for emergency purposes.

Mail Boxes

Report damaged mail boxes to the Management Company for repair/replacement.

Mulch

Our landscaping contractor will mulch the flower beds and tree rings. Adding mulch by unit owner requires written approval by Board.

Noise

- Noise that disturbs other Occupants is prohibited. Noise that is audible inside another unit is prohibited.
- Noxious or offensive activity is prohibited to be carried on in any Unit or the Common or Limited Common Elements and facilities, nor shall anything be done therein to become an annoyance or nuisance to others.
- Contact the Broadview Heights Police Department if the noise is excessive.
- The Board of Directors must be contacted via the "Complaint Procedure" as outlined in the "Rules, Declaration, and Bylaws Enforcement" for the appropriate action.

Painting

The exterior color scheme for each Unit was determined by the developer. **Under no circumstances** may changes be made to the exterior colors. This includes, but is not limited to, doors, windows, trim, shutters, etc. Changing the exterior color of any building is prohibited.

Parking

- Occupants must use the garage and the area immediately in front of the garage as the primary parking areas.
- Parking is prohibited in the roadway leading to the cul-de-sac or in the cul-de-sac itself.
- The guest parking areas located in the cul-de-sacs are for guests only and any Occupant parking in a guest space is prohibited.
- Unit Owners are to only use these areas in emergencies with prior written approval of the Board.

Percentage of Interest

The percentage of interest determines the monthly assessments for the Unit Owners/tenants. The percentage is computed in the proportion to the square footage of each Unit as it bears to the aggregate square footage of all Units in accordance with the Declaration.

Pets

(See Animals.)

Real Estate Signs

Real estate agents or Unit Owners may only use two "open house" signs, on the Association property – one at the Unit and one at the entrance to the Association property. It must be removed no later than one hour after the close of the open house hours.

Recreational Equipment

- All recreational equipment and personal items must be cleared from the Common Element as well as Limited Common Elements daily before sundown.

- Under no circumstances are decks, patios, porches, front and rear, to be used to store these items.
- Such items must be stored within the Unit Owners/tenant Unit or the garage.

Recycling

The City of Broadview Heights has a recycling program. Contact the city for the current recycling guidelines and pick up schedule.

Repairs

Any damage to the common property caused by the negligence of the Unit Owner/tenant will be repaired by the Association and cost of the repair will be assessed to the Unit Owner.

Retention Basins

The retention basins on the condominium property are solely designated for the control of water run-off. Under no circumstances are they to be construed to be recreational ponds. **NO TRESPASSING** signs have been posted upon advice of our legal counsel. Entering the retention basin is prohibited.

Rubbish (a.k.a. garbage, trash)

- Garbage and recycling is prohibited outside the Unit except when in a tied trash bag or contained within a sealed container and placed at the curb after 7:30 p.m. of the evening before the scheduled collection day until 7:00 p.m. on the day of collection.
- If you are going out of town that day, coordinate with your neighbor to set your rubbish/trash out and remove the container(s) from the Common Element at the appropriate time. If you use a container for your refuse, it must be removed from the Common Element no later than 7:00 p.m. of the date the collection is made.
- Trash containers are prohibited from being stored in Common Elements or Limited Common Elements.

Rules, Declaration and Bylaws Enforcement

- **Complaint Procedure**

Complaints against anyone violating the rules of the association must be submitted to the Management Company in writing, and must contain the violation, date of violation,

name of the Occupant committing the violation, if known, your unit address, phone number and signature of the individual filing the complaint.

- The Management Company, at the direction of the Board of Directors, will contact the alleged violator after receipt of the written complaint and a reasonable effort will be made to gain the Unit Owners/tenants agreement to cease the violation.
- **Enforcement Procedure and Assessment for Rule Violations**
 - The Unit Owner shall be responsible for any violation of these rules by the Unit Owner, guests, or the Occupants, including tenants, of his/her Unit.
 - A rule violation that, by the determination of the Board, affects the rights of other or their property may result in immediate legal action.
 - The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the responsible Unit Owner.
 - In addition to any other action and in accordance with procedure outlined below, a penalty assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, a per day penalty may be levied by the Board on any Unit Owner found in violation of the rule.
 - All costs for extra cleaning and /or repairs stemming from the violation of a rule will also be added to the responsible Unit Owner's account.
 - Prior to the imposition of an enforcement assessment for a rule violation, the following procedure will be followed:
 - Written demand to stop the alleged violation will be served upon the alleged responsible Unit Owner specifying:
 - The nature of the violation;
 - The action required to abate the alleged violation;
 - A seven-day time period or time specified by the Board of Directors during which the violation be abated without the imposition of an assessment, if the alleged violation is a continuing one, or a statement that any further alleged violation of the same rule may result in the imposing of an assessment.
 - If the same rule is allegedly violated past the time period specified above, the Board will serve the Unit Owner written notice of a hearing to be held by the Board. The notice shall contain:
 - The nature of the alleged violation;
 - The time, date, and place of the hearing, including at least a 14 day notice;

- A request for the responsible owner to attend the hearing and supply a statement or evidence on his/her behalf; and
- The intent of the Board to impose up to a \$50.00 assessment per violation occurrence.
- At the hearing the Board and the 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 assessment shall become part of the hearing minutes. The assessment will only be imposed by a unanimous vote of the Members of the Board then present at the hearing.

Sale of Unit

- One professionally printed "FOR SALE" sign may be displayed inside one window of the Unit. One professionally printed "OPEN HOUSE" sign is permitted in front of the Unit and one at the entrance of the development is permitted during the hours of the open house only.
- Within 30 days prior to transfer, the Unit Owner, or real estate agent, must notify the Management Company to make arrangements for a maintenance fee update and certificate of insurance for the buyer.
- At the same time as above, the unit owner must provide the following:
 - Name, address, and phone number of the purchaser, sales price and mortgage.
- The Management Company will coordinate the paperwork with the bank, real estate agent, appraisers and escrow agent. A transfer fee will be charged for these services to the seller and paid out of the escrow proceeds due the seller at the time of title transfer:
 - Copy of the Declaration and Bylaws;
 - Copy of the Handbook of Rules and Information; and
 - Documents reflecting additions and alterations which are the Unit Owners responsibility to maintain

Satellite Dishes and Antennae

Installation of any satellite dish/antenna on the Common Element or any part of the exterior building surfaces is prohibited. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board 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.

Skylights

- The installation of new skylights is prohibited without prior written approval of the Board of Directors.
- If approved, the skylights are the responsibility of the Unit Owner to maintain.
- Any damage to the unit roof resulting from the installation of the skylight will be repaired by the Association at the expense of the Unit Owner.

Storage

- Nothing shall be done or kept in any Unit or Common Element and facilities, which will increase the rate of insurance of the Common Elements and facilities, without the written consent of the Board of Directors.
- Unit Owner/tenant must not permit anything to be done or kept in his/her Unit or the Common Elements and facilities which result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of the law.

Storm Doors

- Storm doors for main and secondary entrances are prohibited without prior written Board approval.
- Main entrances (front door) must be the "Full View" style with a minimum of 80% glass of the total area of the door.
- Secondary doors can be either full view or must have a minimum of 65% glass for the total area of the door.
- Crossbuck style doors are prohibited.

Streets

The streets within MacIntosh Farms Condominium No. 2 are dedicated streets and maintained by the City of Broadview Heights. This includes all street repairs and snow removal. Any problems should be referred to the office of the Service Director of Broadview Heights.

Street Lights

Maintenance of the streetlights within the bounds of MacIntosh Farms Condominium No. 2 are the responsibility of the Association. Contact the Management Company to report any problems related to the street lights.

Surveys

Annually the Management Company will mail a survey to all Unit Owners. This form requires an update of information that was provided at the time of the purchase of your Unit. If there is no change in your prior survey, you have only to write "No Change" and return the form. If changes have occurred, please provide the updated information and return your form to the Management Company. This information will become part of your Unit Owner's file. Failure to provide the information in a timely manner could result in imposing a rules violation.

Vehicle Storage

(See Section 2.18 of the MacIntosh Handbook)

Waste

- Storing waste, hazardous or otherwise, in the Common or Limited Common Elements is prohibited.
- Any item or action that jeopardizes the safety of Unit Owners or tenants that will increase the insurance to any building/Unit or their contents is strictly prohibited.

Window Treatments

All window treatments, drape, curtains, blinds, etc. must be white or beige as viewed from the Unit exterior.