



The Arboretum at

GREENWOOD
CONDOMINIUM ASSOCIATION

Handbook of Rules and Information

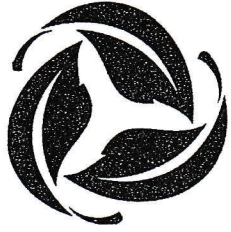
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The Rules in this Handbook are subject to modifications, additions and deletions. Formal notification of any changes will be mailed to each Unit Owner.



The Arboretum at
GREENWOOD
CONDOMINIUM ASSOCIATION

Greetings Neighbors:

It is with great pleasure that we welcome you to The Arboretum at Greenwood Condominium Association. We sincerely hope that you will enjoy living in these beautiful surroundings and are truly enjoying your lovely Unit.

The Board of Directors is elected by the Unit Owners, and along with the Management Company, is responsible for enforcement of the Rules and Declaration and Bylaws.

As a Board of Directors, it is our objective to guide and direct our Association and to oversee the maintenance and upkeep of the Condominium property. As Unit Owners we all share in this responsibility. First and foremost we must be knowledgeable of the Rules under which we must operate. Therefore, we have adopted this Handbook which shall be given to all Unit Owners. When ownership transfers, this Handbook is to be given to the new Unit Owners.

This Handbook is not just a compilation of words, but should be looked upon as a guide to responsible condominium ownership. We are no longer individual homeowners, but a community of Unit Owners who share the same Condominium property. Whatever one does on the Condominium property affects us all and we should govern ourselves accordingly.

Please keep this Handbook and refer to it as often as necessary. If a question arises that is not covered herein, feel free to contact the Management Company.

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.

Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow plower. 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.

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.

Board of Directors
The Arboretum at Greenwood Condominium Owners Association

General Information

Management Company:

R.N. Landis Management Company
23945 Mercantile Road, Suite B
Beachwood, Ohio 4412
Phone: 216.464.7465

Managing Agent:

Tim Wolfe
Phone: 216.464.7465 Ext. 264
Fax: 216.464.0259
E-mail: tim@mlandismgt.com

Open Board meetings are currently held quarterly (March, June, September and December) on the first Thursday of the month at the G.V.C.A. Clubhouse Garden Room, beginning promptly at 7:00pm.

In case of emergency:

Police 911 or for non-emergencies 330-468-0900

The Sagamore Hills Police Department is located at 11551 Valley View Rd Northfield, OH 44067

Fire 911 or for non-emergencies 330-467-7410
The Fire District is located at 60 W. Aurora Rd. Northfield Center, OH 44067

Definitions:

Association: Each Unit Owner is a member of the Association. The Association elects a Board of Directors. This Board of Directors represents the Unit Owners. A management company is contracted by the Board of Directors to attend to the day-to-day needs of the Association, including, but not limited to, maintenance of the Common Elements, and administrative functions.

Common Elements: Are everything except the Units including, but not limited to, the structures, grounds upon which they are located, roadways, driveways, lawn and trees.

Limited Common Elements: Are for the exclusive use of a particular Unit, which include, but not limited to, patios/decks, glass and screen within window and door frames, doors, and all other parts of the Common Elements located within the bounds of such Unit and which serve only such Unit.

The Arboretum at Greenwood Condominium Owners Association

GENERAL RULES AND INFORMATION
(Alphabetical)

Building Exterior

- A maximum of 2 flags are permitted per Unit, however, only American flags, State flags and Armed Forces Flags are permitted.
- Standard-sized flags (not to exceed 3' x 5') are permitted to be displayed within the Limited Common Elements.
- The location of the flags must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
- The installation of a free-standing flag pole, by the Unit Owner, in the ground or the Common Elements is prohibited.
- A flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.
- A maximum of 2 flower pots/containers not exceeding 12" in diameter are permitted on the front stoop providing it does not prevent access to Unit.
- Wind chimes, figurines and ornaments are prohibited.
- Bird feeders, bird houses and bird baths are permitted only in flower beds with Board prior written approval. Bird feeders, bird houses and bird baths are prohibited in grassed areas, attached to Units, or to be taller than five 5 feet.
- One garden hose reel can be attached to a Unit (to studs only), preferably not facing the street. If it faces the street, the reel must be concealed by landscaping (written prior Board approval needed). When not in use, all hoses must be coiled and put by the water spicket.
- Two hanging plants in the Unit's back and 2 hanging plants in the Unit's front attached to the cedar siding are allowed. If attached to the cedar siding, the Unit Owners will be responsible for any damage, including any interior water damage. The purpose of this limitation is to protect the Unit's cedar siding.
- A maximum of 20 plants are allowed on the Unit's deck.
- Unit Owners are responsible for the cleanliness of driveways and the removal of oil/grease stains.

Business

- Each Unit shall be used and occupied as a family residence and for no other purposes.
- Industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise is prohibited to be conducted or maintained on the Condominium Property. A Unit Owner may use a portion of his/her Unit for his/her office or studio provided that the activities shall not interfere with the quiet enjoyment or comfort of any Occupant. Activities shall not involve the performance of any personal services by the resident.

Cable / Satellite

- Cable/satellite is available to all Occupants.

- Cable/satellite is a private agreement between the Unit Owner and/or Occupant and the Cable/satellite Company at the Unit Owner's or Occupant's expense. Arrangements for the installation of cable/satellite and/or disconnection of service are a Unit Owner and/or Occupant responsibility.
- Unit Owners and/or Occupants must notify the Board of Directors and ACCESS prior to any installation of a satellite dish.

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.
- Noxious or offensive is prohibited to be carried on in any Unit or in the Common Elements or Limited Common Elements nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.
- Subject to the Rules approved by the Board of Directors all Unit Owners and Occupants may use the Common Elements in such manner as will not restrict or interfere with or impede the use of other Unit Owners and Occupants.
- Respect your neighbor's rights and they will respect yours.

Contractors

- Unit Owners are responsible for the interior maintenance of their Units. Contractors who are hired to do repair, remodeling or restoration in your Unit can perform such work only between the hours of 8:00am and 7:00pm. Unit Owners who undertake to do such work themselves must abide by the same hours. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements except upon the prior written consent of the Board of Directors.
- Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance or cancel insurance on the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors. Waste is prohibited in the Common Elements or Limited Common Elements.

Damage to Units, Common Elements and Limited Common Elements.

- Damage is defined as intentional or accidental changes in the appearance or function of property. This includes items that are visible from the exterior (i.e. windows, screens, plantings etc.)
- Damage of such items must be repaired in a timely fashion at the expense of the Unit Owner.
- If repairs are not performed in a time period the Board of Directors deems to be acceptable, the Board of Directors will have the option to have the damages repaired and assess the Unit Owner for said expenses.

Decks, Patios, and Awnings.

- All decks must be used for intended purposes.

Lawn furniture and free standing containers intended for plants are allowed on the decks.

Gates must have prior written Board approval before installation and must match existing rail design and deck material.

Hot tubs are prohibited on the deck.

- The installation of decks, patios and porches is prohibited without prior written Board approval. To apply for the required approval, a letter requesting such shall be forwarded to the Board of Directors followed by an application form requesting approval from ACCESS.
- The application must contain all the specifications and information for the construction of the additions.
- Applications are required whether the Unit Owner or a contractor is doing the construction work.
- Decks, open spaces under decks, patios and porches are not to be used as storage areas, with the exception of firewood.
- The Unit Owner is responsible for maintaining, repairing and replacing the concrete patio pad and deck.
- Any changes to deck color must have prior Board approval.
- Awnings are prohibited.
- Clothes or laundry of any kind are prohibited to be hung out or exposed on any part of the Common Elements or Limited Common Elements.

PLEASE NOTE: CITY BUILDING PERMITS ARE REQUIRED FOR SOME PROJECTS.

Dryer Vents

- The maintenance and cleaning of dryer vents and vent runs are the responsibility of the Unit Owner. In some cases the vent run is a considerable distance before reaching the Unit boundaries.
- Vents and vent runs should be checked and cleaned periodically to insure they are free of lint build up.
- It is recommended that Unit Owners check the dryer vents and vent runs at least every 6 months, however, depending on your usage your contractor may recommend more frequent checks for these potential fire hazards.

Exterior Lights

- Bulb replacement of the exterior light fixtures attached to the Unit is the responsibility of the Unit Owner.

Garage Sales

- Individual and collective garage sales, estate sales and tag sales are prohibited.

Garages

- For security purposes it is recommended that garage doors be closed when Unit Owners or Occupants leave their units. Additionally all garage doors should be closed between midnight and 6am.
- Unit Owners are responsible for the maintenance, replacement and repair of the garage door mechanisms, track springs, cable, locks and door. Exception: If a door is damaged by an Association contractor, then the Association will arrange for the repair.
- Replacement of garage doors requires written approval from the Board of Directors prior to installation.
- The storage of flammable or hazardous items in a garage or outside the Unit is prohibited.

Grills

Based upon the Ohio Fire Code (H) Section 308 Open Flames, IF A UNIT OWNER IS FOUND IN VIOLATION OF THE ABOVE LAW AND A FIRE OCCURS THE UNIT OWNER AND THEIR INSURANCE WILL BE LIABLE FOR DAMAGES.

- In accordance with the Ohio Fire Code, gas grills or other types of open-flame devices are prohibited to be used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such device on balconies and decks.
- Violations of this Fire Code should be reported to the Sagamore Hills Fire Department at the non-emergency number of 330-467-7410.

Holiday Decorations

- All holiday lights on the Unit or Limited Common Elements must be rated for outdoor use.
- All holiday lighting requests must be presented to the Board in writing one month in advance of installation for approval.
- All holiday decorations including lighting will be allowed 2 weeks before and 2 weeks following the holiday. Exception: December holiday decorations will be allowed following Thanksgiving and must be removed by the second week of January.
- Holiday flags and/or banners or windsocks are prohibited.
- Any damage resulting from the installation of the decorations will be the Unit Owner's responsibility to repair.
- Unit Owners are prohibited to climb the sides of the buildings or place themselves in dangerous situations in the Common Elements or Limited Common Elements when displaying any holiday decorations.

Insurance

- Only the Board may submit claims against the master insurance.
- 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.

Lawn, Shrub, Flower Beds and Tree Maintenance

- It is the responsibility of the Board of Directors to contract for the reasonable maintenance of the lawn, shrubs and trees in the Common Elements.
- The Unit Owner/Occupant is responsible for maintenance of any Board approved shrubs, plants or trees added at his/her expense.
- It will also be the responsibility of the Unit Owner/Occupant to repair or replace any or all of the above that are destroyed due to negligence by Unit Owner/Occupant, guests, or by pets.
- Prior written Board approval is needed for any changes to flower beds (except annual and perennial flowers less than 36") and to Common Elements.
- Mulch must be dark brown to be in uniformity with the Common Elements mulched by the landscapers.

Noise

- Most Unit Owners/Occupants share at least one common wall with a neighbor. Please keep in mind that sound travels and that not everyone enjoys the same type of music, nor does everyone share the same routine. Appliances such as vacuum cleaners, dishwashers, garbage disposal units, washers and dryers, can produce sufficient noise to be just as disturbing as television, radio, and music systems. Unit Owners/Occupants are requested to observe a voluntary 10:00pm noise curfew on Sunday through Thursday and 11:00pm noise curfew on Friday through Saturday.
- Noxious or offensive activity is prohibited to be carried on in any Unit or the Common Elements or Limited Common Elements.
- If noise is excessive, contact the party or parties creating the disturbance.
- If action is not taken to reduce the noise to an acceptable level, contact the Sagamore Hills Police Department.

Painting

- The exterior color scheme for each Unit was determined by the developer. Unit owners are prohibited to paint the exterior of the building with the exception of the garage door which requires prior written approval of the Board of Directors.

Parking

- Unit Owners and Occupants must use the garage and the area immediately in front of the garage as the primary parking area. Overnight parking by Unit Owners and Occupants must be first within the garage and second in the Common Element in front of the garage door.
- Parking pads are for guests only. Overnight parking by guests staying longer than 24 hours must have Board prior written approval.
- Unit Owners and Occupants should notify the Management Company of any inoperable vehicles or vehicles which cannot be identified as belonging to Unit Owners or Occupants, which are parked in the Common Element for more than 48 consecutive hours.
- Parking or stopping on the grass is prohibited.

- Parking in front of fire hydrants is prohibited.
- Parking is prohibited on the roadway.
- All vehicles must have a current license plate and be in operating condition.
- The following are prohibited from being parked overnight and/or stored in the Unit Owners' driveway or Common Elements:

Trucks with more than four tires.
 Vehicles with "truck" license plates.
 Vehicles with snow plows.
 Commercial vehicles with a company logo or advertising
 Trailers, campers, recreation vehicles and boats.

- Motor bikes, scooters, all terrain vehicles, motorcycles, snowmobiles, motor scooters, or the like are prohibited to be used on any Common Element for any purpose other than ingress or egress from the Condominium Property.
- Storage of any vehicle is prohibited in the Common Element unless prior Board written approval is obtained.
- Storage of carriages, bicycles, wagons, recreational and play equipment, vehicles, benches or chairs on any part of the Common or Limited Common Elements is prohibited.
- There will be no exceptions to these rules unless prior written approval is given by the Board.

Pets

- Birds, rabbits, livestock, fowl, reptiles or poultry of any kind are prohibited to be raised, bred, or kept in any Unit or in the Common Elements, or in the Limited Common Elements, except that 2 pets, including dogs, (excluding, however, any dog of vicious breed, including without limitation, any dog of full or mixed pit-bull, Rottweiler or Presa Canario breeds, which are prohibited from residing, visiting or being anywhere on the Condominium Property at anytime) cats, and domestic, caged (including bird cages and fish tanks) or other household pets may be kept in Units.
- All pets must be on a hand-held leash (no longer than 8') when on Limited or Common Elements and animals must be attended at all times; no animal is permitted to roam at will.
- Pets are prohibited to be tied or tethered outside in the Common Elements or Limited Common Elements, or confined to the deck without supervision.
- Pet owners are liable for all damages caused by their pets to any Common Elements or Limited Common Elements including but not limited to shrubs, bushes, trees, and grass.
- Pet owners are responsible for "cleaning up" immediately after their pets and proper disposal of waste within the pet owner's trash receptacle.
- Pets are prohibited to cause or create a nuisance or unreasonable disturbance.

Preventive Maintenance

- Some Units have chimneys that are approved for the burning of firewood. Unit Owners are responsible to service the chimney as required. This includes cleaning.

- Chimneys should be cleaned and inspected at least every two years; however your inspection service contractor may recommend yearly inspections.
 Note: Firewood may be stored on or below the deck, but should not exceed the height of the rail and be no closer than 1 ½ feet to the building. Firewood may not be covered.

Rental of a Unit

- Units are prohibited to be leased by a Unit Owner to others as a regular practice for business, speculative, investment or other similar purpose. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to a Unit Owner to lease his/her unit to a specified renter for a period not less than 4 consecutive months nor more than a total of 24 consecutive months. The foregoing restriction on leasing shall not apply to Unit Owners who were leasing units prior to the 1995 amendment.

Rubbish Removal

- Garbage pick-up is Friday at 7am. If there is a holiday, pick-up will be delayed one day.
- Containers for everyday garbage may be placed near the street 12 hours prior to pick-up.
- All trash must be placed in metal or plastic containers, or trash bags (as advertised for everyday garbage) to prevent it from being scattered, blown, or disturbed by animals or birds.
- Unit Owners must contact the Management Company to make arrangements for proper disposal of refrigerators, freezers, air conditioner units, or any other appliances/large items.
- Rubbish containers and bags are prohibited to remain conspicuous except on the day trash is collected. Rubbish containers must be kept inside the garage at all other times.
- Unit Owners should clean out their mailbox cubbies weekly.

Sale of a Unit

- Within 30 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.
- At the same time, the new Unit Owner must provide the following:
 - Names of all Occupants;
 - Home and business mailing addresses;
 - Home and business telephone numbers;
 - Sales price; and
 - Mortgagee.

ANY CHANGE IN THE INFORMATION MUST BE PROVIDED TO THE MANAGEMENT COMPANYYY WITHIN 30 DAYS OF THE CHANGE.

- 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.
- The seller is responsible for providing the following information to the buyer:
 - Copy of Declaration and Bylaws, and any amendments;
 - Copy of the Rules Handbook;
 - Unit access door key(s), mailbox, and garage door key(s); and
 - Garage door opener.
 - Written notice of any and all architectural changes, landscaping changes and other improvements constructed by the seller or previous sellers which are the responsibility of the Unit Owner to repair, maintain and replace.

Signs

- "For Sale" or "For Rent", etc. signs are prohibited
- Open House signs are prohibited to be attached to the exterior walls or roof. Open House signs are permitted during the time of the Open House. The approved sign must be secured from the Greenwood Village Office.
- In the shrub bed, 1 professionally produced security sign, 1 square foot in size, furnished by a security agency, not exceeding the height of 2 feet.

Reasonable Snow Removal

- Occupants are encouraged to use an ice melt product on areas near their individual Units. Rock salt is prohibited and must not be used as an ice melt product. Calcium chloride is recommended.

Sport and Recreational Equipment

- All sport and recreational equipment must be cleared from the Common Elements as well as the Limited Common Elements daily.
- Decks, patios, porches, front and rear, are not to be used to store these items.
- Such items must be stored within the Unit Owners/Occupants Unit or garage.
- Skateboards usage and skateboard ramps are prohibited on the Condominium Property.

Storm Doors

- All storm door installation and/or replacement must have prior written Board approval.
- Storm doors must be considered full view type and must be in uniformity with the original colors.

Utilities

- Unit Owners are responsible for the maintenance and payment of their own gas, electric, water and sewer, and telephone utilities, and for calling to initiate services on the date of possession.
- All lighting in the Common Elements is the Association's responsibility. Any repair or maintenance is to be reported to the Management Company,

Windows

- All window treatments, drapes, curtain, blinds, etc., must be white, near white or beige as viewed from the exterior of the Unit exterior.
- All window glass replacements must have prior written Board approval.
- Changes to style or color must have prior written Board approval.

THE ARBORETUM AT GREENWOOD CONDOMINIUM
ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or rules and restrictions by the owner, guests, or the occupants, including tenants, of his/her Unit.
- B. Notwithstanding anything contained in these Rules, 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 rule compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 - a. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - 2. To requesting a hearing, the 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 1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board of Directors 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 owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 calendar days of the hearing.

3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than 10 days.

Enforcement Assessments

- Failure to abide by any of the enclosed Rules may result in the assessment of the following enforcement assessments (see enforcement procedure above):

1st Offense: Written Warning

2nd Offense of Same Violation: \$25.00 Enforcement Assessment

3rd Offense of Same Violation: \$50.00 Enforcement Assessment

Subsequent offenses may be turned over to the Association's Attorney for handling, with all resultant legal fees to be assessed to the violating Unit Owner's account.