



Handbook of Rules and Information adopted by the Board of Directors on March 16, 2016, effective May 1, 2016.

**BRANDYWINE PRESERVE
CONDOMINIUM OWNERS'
ASSOCIATION, INC.
RESIDENT HANDBOOK**

Welcome to Brandywine Preserve Condominium Owners' Association, Inc.

We, the Association, hope you enjoy your condominium unit. To accomplish this, we have established a set of Rules which pertain strictly to living at Brandywine Preserve Condominium Owners' Association, Inc. These are common sense Rules which take into consideration the health, safety, and comfort of all Unit owners and occupants who reside at Brandywine Preserve Condominium Owners' Association, Inc. We hope you will find them reasonable and will cooperate by upholding them.

Your Board of Directors of the Brandywine Preserve Condominium Owners' Association, Inc. ("Association") has worked with your Management Company, Reserve Realty Management, to bring you a Handbook to offer quick reference. For full policies and rules, please consult the documents that you received at title transfer.

This handbook is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there is an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws will govern. We ask that you keep this booklet handy and that you refer to it when necessary. Should you desire the specific wording of the Declaration and Bylaws, as recorded in Summit County Records, a copy of these documents can be obtained for a fee.

The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day business operations. The Management Company is Reserve Realty Management, 480 West Aurora Rd, Sagamore Hills, OH 44067. 330-467-0828. Your manager is Denise Bogucki.

Brandywine Preserve Condominium Association, Inc. consists of 96 Units located on Azalea Circle and Forest Cove Lane, located in Northfield Center Township, Summit County, Ohio. Nordonias Hills is the school system. The Association utilizes the Northfield-Sagamore Hills Fire Department and the Summit County Sheriff.

The Master Association cares for the entry road, Countryview Parkway, and the entrance area landscaping and signage. Reserve Realty Management is the Management Company for the Master Association. You pay one fee per year to the Master Association.

The cluster homes are not part of the Association.

The Association is serviced by the following utility companies:

Phone: Windstream

Cable: Time Warner Dish Network Direct TV

Water: Cleveland Division of Water

Sewer: NEORS

Electric: Ohio Edison

Gas: Dominion East Ohio

Utility companies will set up individual customer accounts for your Unit. All costs will be paid by the Unit Owner. The Unit Owner should provide a telephone number to the Management Company for use in emergency situations.

As a Condominium Property, a master policy for insurance coverage is purchased by the Association for Units and Common Elements. Each Unit Owner and/or Occupant must obtain insurance at his/her own expense affording coverage for his/her personal property, and for his/her personal liability, and the Unit improvements.

Only the Board may submit claims against the Association's 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.

Common Elements are everything **except** the individually owned Units. Common Elements include the land, foundations, exterior walls, roofs, siding, building exteriors, gutters, driveways, parking areas, sidewalks and yards.

The Common Elements are for the use and enjoyment of all. Therefore, everyone is required to be considerate in their use of the areas.

I. General Rules for Common Elements

1. Littering is prohibited.
2. Any damage to the Common Elements caused by a Unit Owner, Occupant, Tenant, or Guest of an Owner shall be repaired or replaced at the expense of the Unit Owner, who may then seek reimbursement from the Occupant, Tenant or Guest.
3. Personal or decorative items are prohibited in Common Elements.
4. Any and all items left unattended in the Common Elements may be removed by the Board at the Unit Owner's expense.
5. Each Unit Owner shall report to the Management Company, in writing or by phone, the need for any repairs of Common Elements which are the obligation of the Association to maintain.

6. Signs or other advertising of any nature are prohibited to be placed upon any portion of the Association or displayed from any window, with the exception of one For Sale sign permitted in a single Unit window.
7. Recreational activities in the entrance areas, garages, or driveways is prohibited.
8. Solicitation from profit or non-profit organizations is prohibited.
9. Building roofs and garage roofs are off limits to everyone except service contractors hired by the Association.
10. All devices used in conjunction with utilities supplied to the Association are to be handled by service contractors.

Maintenance of the Building is done by the Association. Contractors are hired by the Association. If you have an issue with a contractor on site, contact the Management Company.

Unit Owners and Occupants are prohibited from giving work instructions or causing any type of interference to any Association service contractor, e.g. landscaper, snow plower, or repairmen. 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.

The Association is responsible for the reasonable maintenance of the roofs, siding, building exterior, foundation, gutters and driveways, parking areas and sidewalks.

Exterior exterminating services, exterior post lamps, signs, and rubbish removal service are the responsibility of the Association.

Walkways, doors, patios, porches and decks are the maintenance responsibility of the Unit Owner.

Certain parts of the Condominium Property are built and designed specifically for each individually owned Unit. Examples include decks, heating and air conditioning equipment serving only one Unit, doors and windows. These are designated Limited Common Elements because the Association has control over how they are to be maintained. They are private to, and serve only one Unit. Maintenance and repair expense of these Limited Common Elements are the responsibility of the individual Unit Owner.

II. General Rules for Limited Common Elements

1. Garage sales, estate sales and yard sales are prohibited.
2. Vegetable gardens are prohibited. Planters or pots may be used for vegetable growing on deck, porch, or balcony.
3. Clothes lines are prohibited.
4. Sun screens or porch blinds must be approved by the Board prior to installation.
5. Enclosures (such as Florida rooms) are prohibited.
6. One American flag per Unit, no larger than 3 feet by 5 feet, and made of fabric, may be displayed in windows, on doors, porches, decks, or patios.
7. Garage doors should be kept closed when not in use.
8. Hanging, cleaning, or beating garments, rugs or the like from windows, patios, porches or decks is prohibited.
9. Hazardous or flammable materials are prohibited to be kept on patios, decks, or porches.

You pay a monthly fee for reasonable maintenance of the Common Elements. This fee covers grass mowing, mulching, pruning, reasonable snow plowing, sidewalk shoveling, shrub bed maintenance and Building maintenance. Each Unit is assessed the maintenance fee based upon its percentage of interest in the Common Elements, so your neighbor may pay a slightly different cost than what you pay.

Maintenance fees and assessments are due on the first day of the month and are considered late if not received by the tenth of the month. A late fee of \$25.00 per month shall be incurred for any late payment and on any unpaid balances. Any cost, including reasonable 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 Unit Owner. Maintenance fees that are past due may cause a lien and foreclosure to be filed against the Unit Owner. If any Owner is delinquent in the payment of any fees for more than thirty days, the Board may suspend the voting privileges of the Owner.

Landscaping that was installed by the Association is reasonably maintained through mowing, pruning, mulching and fertilizing. Some Unit Owners have added plants and trees. Any landscape changes must have prior written Board approval. Unit Owners, including subsequent Unit Owners, are responsible for maintaining any Unit Owner installed landscaping.

Changes to decks must have prior written Board approval. Storm doors and fencing must have prior written approval from the Board. The Board will approve, disapprove, or request additional information with respect to any request for approval within thirty (30) days after the request will have been submitted to the Board for approval. If, for whatever reason, the Board takes no action on a request within the time period noted above, the requested modification shall be deemed denied.

Any Unit Owner who is not current in any fee or assessment due to the Association is prohibited from making any exterior modification until such fees or assessments are paid in full.

The boundaries of the individually owned Unit and everything within these boundaries built and installed for the exclusive use of said Unit is "home sweet home". It is the Unit Owner's/Occupant's responsibility to maintain.

III. Unit Owner Responsibilities

1. Electric, telephone or other utility service lines or pipes, wires and conduits located within the bounds of a Unit and which serve only the Unit.
2. Exterior electrical outlet(s) serving your individual Unit.
3. All heating, cooling and ventilation equipment.
4. All doors, screen doors, glass doors and door locks.
5. All windows and window screens.
6. Patios, porches, and decks adjacent to the Unit.
7. Mailbox lock and key.
8. Garage space and garage door openers/transmitters.
9. Appliances.
10. Insurance for private homeowner coverage.
11. Any additions or changes constructed by or for a Unit Owner.
12. To report promptly to the Association or its agent(s) any defects or needed repairs to the Common Elements.

13. In case of damage to a Unit caused by the negligence of an Occupant above or adjacent to the Unit, the offending Unit Owner is responsible for all damage repairs.
14. Rubbish containers must be kept in your garage. Bulk items such as furniture or appliances hauled away by the rubbish hauler may result in an extra charge that will be billed to the Unit Owner. Rubbish containers must be put away no later than 9 pm of the day the rubbish hauler empties them. The cost of the rubbish service is paid through your maintenance fees. Currently there is no recycling done by our rubbish hauler.
15. All Units have the same light fixture design, the same paint color scheme, deck stain, and the same door styles. Variations are prohibited.

IV. Residential Unit Requirements

1. Units shall be occupied and used for residential purpose only as private dwellings for Unit Owners, their families, Occupants and special Guests, and for no other purpose.
2. Nothing shall be done or kept in any Unit hazardous to life, limb or property or which will increase the rate of insurance or would be in violation of any law.
3. Repairs made to Units by outside contractors must be performed only between the hours of 8 am and 6 pm, Monday through Saturday. Interior Unit modifications must be performed by a professional licensed contractor who shall carry worker's compensation insurance and liability insurance. Prior to beginning any modification, a Unit Owner must obtain written Board approval and provide the Board with the name of the contractor, plus proof of license and insurance.
4. All window washing of each Unit's private windows is the responsibility of the Unit Owner.

V. Exterior Building Restrictions

1. Occupants are prohibited to modify the exterior of the Building or the grounds without obtaining prior written approval from the Board of Directors.
2. Installation of wiring for electrical, telephone, television, air conditioning, or the like on the exterior of the Building, or wiring which protrudes through the walls or the roof of the building is prohibited without obtaining prior written approval from the Board.
3. Decorative items may not be affixed to the exterior of the Building.
4. To create a visible uniform standard throughout the Association, drapes, blinds, louvers, shades and other window coverings should show as white, off white, or beige in color from the exterior. This is necessary to maintain the integrity of the appearance of the Units. The use of blankets, sheets, newspaper, or cardboard is prohibited even as a temporary window covering.
5. Broken windows, torn screens or damaged Unit doors must be repaired immediately by the Unit Owner at his/her/their expense.
6. Satellite dishes are allowed in the immediate area of the Unit. We suggest them to be installed in the Unit's flower bed. Satellite dishes are prohibited to be attached to the roof, the siding, or in the Common Elements.

If you are going to be away from your Unit and unable to pick up the mail for more than three days, we suggest you make arrangements with the Northfield Post Office to have

your mail held from delivery. The Association is not responsible for the loss of mail or your mail box key. Use your Unit number as a part of your address.

Occupants must use their garage space as the primary parking space for the Unit's vehicles with the driveway as the secondary space. "Driveway" means the parking area immediately in front of the Unit Owner's garage. Thus, each Unit has a total of four parking spaces.

Visitors are welcome to use your driveway, and overflow parking spots are available at various locations near your Unit. These overflow parking spots are not meant for the Unit Owners or Occupants. They are meant for Visitors only. Unit Owners using the Common Elements for parking will be given a warning. Second violations will result in enforcement assessments.

All motor-driven vehicles in use in the Association must be properly licensed and driven by licensed drivers. All vehicles parked in driveways or parking areas within the Association must bear current license plates. Vehicles with loud exhaust systems are prohibited. All vehicles in driveways or parking areas with the Association must be in running order.

VI. The following vehicles are prohibited to be stored, kept or parked in the Association:

1. Trucks, except two-axle trucks with not more than four tires.
2. Buses.
3. Boats or boat trailers.
4. Campers or camper trailers.
5. House trailers or Recreational Vehicles.
6. Any Resident vehicle with commercial signage is prohibited unless it is parked inside the garage when not in use.

Parking is prohibited on the grass. Damages to lawns or landscaping will result in enforcement assessments to the Unit Owner.

There shall be no parking at any time in areas designated as fire lanes, nor in any area not specifically designed for parking.

Pets are welcome in the Association. Pets shall not be kept, bred or maintained for any commercial purpose. Pets, including cats, are prohibited to roam free. Dogs must be on a hand-held leash when outside, and pet owners are required to immediately and completely clean up after pets.

Pets are prohibited to be tied outside a Unit or tied or left unattended on the deck. Any pet causing or creating a nuisance or disturbance may result in the Summit County Sheriff becoming involved.

Pet owners will be held liable for any and all damages caused by their pets to any Common Elements. Pet owners not complying with these rules will be given a warning. Second violations will result in an enforcement assessment.

Summit County noise ordinances call for quiet between midnight and 7 am on weekends, and between 10 pm and 7 am on weeknights. Remember this when using machinery or when entertaining, as your neighbors have the right to call the Sheriff if these guidelines are not followed.

Holiday decorations must be limited to your immediate Unit area (Unit Owner porch, deck, windows, doors and flower beds). Lighted displays may only be used for 14 days before the holiday and 7 days after. Lights and lighted displays must be rated for outdoor use, and must be turned off no later than 11 pm each night. Use caution in running cords.

Inflatable or air-filled decorations are prohibited. You are prohibited to put extension cords across walkways, steps, or in any area that might interfere with landscapers, sidewalk clearing, or snow plowing. You are prohibited to hang cords in any pathway.

Yard and garden décor are allowed in the Limited Common Area (Unit deck, porch, or balcony) only, and must not interfere with landscapers' work areas. Statues, hanging decorations, etc. are prohibited in the Common Elements. Personal or Décor items are prohibited to be attached to the Buildings or siding. Personal or Décor items are only allowed on entry porches, decks, and flower beds adjacent to your Unit.

Grills (both gas and charcoal) are prohibited on decks by the Ohio Fire Code. Grills may only be used 10 feet or more from any building. Fire pits and chimineas are prohibited in Brandywine Preserve Condominium Owners' Assoc. Tiki torches or similar open flame devices are prohibited.

Re-write

Renting of Units is permitted, but the Association must be notified of the tenant's name and contact information immediately. You must ensure that the tenant understands all Rules, as enforcement assessments will be levied upon the Unit Owner in the event of a problem.

For Sale signs are prohibited on the Unit Owner property except for one For Sale sign allowed in one window of the Unit. The Unit Owner is responsible for relating this rule to the real estate agent.

Upon sale of a Unit, you or your real estate agent must immediately contact the Management Company so that the transaction can be recorded and to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.

The seller is responsible for providing a copy of the Declaration and Bylaws and a mailbox key to the buyer.

Security is the responsibility of all Occupants. Occupants must report unusual or suspicious activity to the Summit County Sheriff. The Association and the Management Company do not have the responsibility for law enforcement at the Association. The responsibility for dealing with criminal activity remains exclusively with the Summit County Sheriff.

The Board encourages residents to keep garage doors closed. The Board encourages neighborly communication to gain compliance and cooperation between all that reside in the Association.

Complaints against anyone violating the Rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint. The Board and/or the Management Company will, in most instances, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation. If the reasonable efforts to gain compliance are unsuccessful, the violating Unit Owner will be given an enforcement assessment.

If any Unit Owner or their Tenant violates a Rule in a manner which, by the determination of the Board, affects the safety and/or rights of others or their property, immediate legal action may be initiated. The entire cost of effectuating a legal remedy to

BRANDYWINE PRESERVE CONDOMINIUM OWNERS' ASSOC., INC.

ADDENDUM TO THE RESIDENT HANDBOOK

ADDED 2021

***ALL UNITS HAVE THE SAME LIGHT FIXTURE DESIGN, THE SAME PAINT SCHEME, DECK STAIN* AND SAME DOOR STYLE**.**

VARIATIONS ARE PROHIBITED.

1.) DECK/PRIVACY FENCE APPROVED COLORS (Approved April 2016)

- a. Olympic – Semi-Transparent Stain, Color #700 “Sierra”
- b. Sherwin Williams – Super Deck Elastomatic Stain SW-3508 “Covered Bridge”
- c. Behr – Deckover – SC-110 “Chestnut”
- d. Privacy fences are only permitted to be Olympic Semi-Transparent Stain Color #700 “Sierra”
- e. Azalea Circle paint colors are shown below:

SHERWIN-WILLIAMS 701087 09/06/20
330-467-7915 Order# 0184933

EXTERIOR ARCHITECTURAL
SUPER PAINT LATEX
SATIN COROB D600

BRADYWINE OFF WHITE
CUSTOM MANUAL MATCH

CCE#COLORANT	OZ	32	64	128
B1-Black	-	2	-	-
R2-Maroon	-	-	1	-
Y3-Deep Gold	-	7	1	1

ONE GALLON
A89H02151

EXTRA WHITE
651149510

EXT. WOOD

NOT RECOMMENDED FOR USE ON VINYL

Non Returnable Tinted Color
CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

SHERWIN-WILLIAMS 1087 05/22/17
330-467-7915 Order# 0140435

EXTERIOR ARCHITECTURAL
SUPER PAINT LATEX
SATIN STANDALONE

BRADYWINE GREEN
CUSTOM MANUAL MATCH

CCE#COLORANT	OZ	32	64	128
H1-White	-	13	1	-
G2-New Green	4	29	1	-
L1-Blue	-	56	1	-
R1-Rox Uaber	2	29	-	-
Y3-Deep Gold	-	3	-	1

ONE GALLON
A89T00154

ULTRADEEP
640392379

SHERWIN-WILLIAMS 1887 05/22/17
330-467-7915 Order# 0140435

EXTERIOR ARCHITECTURAL
SUPER PAINT LATEX
SATIN STANDALONE

BRADYWINE DARKER TAN
CUSTOM MANUAL MATCH

CCE#COLORANT	OZ	32	64	128
B1-Black	-	34	1	-
R2-Maroon	-	3	1	-
Y3-Deep Gold	-	36	1	-

ONE GALLON
A89H00153

DEEP
640392346

2.) DOOR HARDWARE (Approved February 2020; Amended June 2021)

- a.) Door Hardware needs to be silver, brass or black in color
- b.) Changes to door hardware must be submitted and approved by the Condo Board prior to installation/change

3.) TRASH CANS (Approved November 2018)

- a.) Rubbish can be placed at the curb, in cans, after 5pm Tuesday evening. Bagged rubbish should not be placed at the curb until the morning of pick-up, because it will attract nuisance critters.
- b.) Rubbish cans should be returned to the inside of your garage the same day after collection.
- c.) Any debris from bagged rubbish torn open by critters must be cleaned up by the resident immediately.