

Handbook of
Rules and Information

For

Ironwood Trail
Condominium Association, Inc.

In the
Greenwood Village Community

Date Enacted: April 9, 2020

Date Effective: June 1, 2020

IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

HANDBOOK OF RULES AND INFORMATION

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HANDBOOK OF RULES AND INFORMATION

WELCOME TO GREENWOOD VILLAGE AND IRONWOOD TRAIL CONDOMINIUM ASSOCIATION, INC.

Welcome to Ironwood Trail Condominium Association, Inc. Our objective is to maintain the Condominium Property as an attractive and desirable place to live. In order to accomplish this we have established a set of rules that pertain to living at Ironwood Trail in a condominium atmosphere.

The correct and legal name of the Association is Ironwood Trail Condominium Association, Inc. ("Association") and the Condominium Property is known as "Ironwood Trail Condominiums".

These are common sense rules that take into consideration the health, safety, and comfort of all Occupants. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this booklet handy and that you refer to it when necessary. If something arises that may not be covered in this booklet, please do not hesitate to contact Reserve Realty Company, Management Division ("Management Company").

Additional information is contained in the Ironwood Trail Condominiums Declaration of Condominium Ownership, as recorded in Volume OR 6875, Page 361 et seq. of Summit County Records, Bylaws, and amendments to the Declaration and Bylaws ("Declaration and Bylaws"). A paper copy of the Declaration and Bylaws may be printed at the Summit County Recorder's office for a fee. Management Company can also provide a CD containing PDF versions of all documents for a fee.

All Occupants of Greenwood Village are also members of the Greenwood Village Community Association ("GVCA") and are subject to its Declaration, Bylaws, and rules in addition to those of the Ironwood Trails Condominiums Declaration, Bylaws, and rules. The GVCA Office is located at 830 Village Club Drive and its website is accessible at greenwoodohio.org. This Handbook is intended to supplement, not replace, the Declaration and Bylaws, which are recorded with the County. In the event there is an inadvertent discrepancy between what is expressed in this Handbook and the recorded Declaration and Bylaws, the Declaration and Bylaws will govern.

INTRODUCTION

Ironwood Trail Condominiums is comprised of 18 Units situated in 15 buildings. Twelve buildings are single Unit dwellings. Three buildings are two Unit dwellings. The Units are numbered individually and range in address from 914 to 952 Hemlock Lane, Sagamore Hills, OH 44067.

The area known informally as the “upper drive” consists of nine Units - addresses 914, 916, 918, 920, 922, 924, 926, 928, and 930.

The area known informally as the “lower drive” consists of seven Units - addresses 940, 942, 944, 946, 948, 950, and 952.

The length of Hemlock Lane from Pinewood View Road and around the cul-de-sac to the lower drive is a public road maintained by Sagamore Hills Township. Two Units are located on the public road - addresses 915 and 917.

The upper and lower drives are maintained by the Association.

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

As a private condominium association, we are governed by our own Declaration and Bylaws. Ironwood Trail Condominiums is a self-governed, non-profit corporation operated by an elected Board of Directors (“Board”). The buyer of a Unit automatically becomes a member of the Association and, as such, receives voting rights equivalent to the Unit Owner’s percentage of ownership in the Common Elements.

The Board of Directors consists of three Unit Owners, each serving a three year term, elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. The Annual Meeting for the election of Board members is held in or around January each year. Decisions concerning the Condominium Property are made during the Board’s scheduled meetings, generally held on the second Thursday of every other month at 7:00 p.m. (subject to change) at the GVCA Clubhouse. Unit Owners are encouraged to attend.

In between regular Board meetings, the Association relies on Management Company to carry out the Board’s decisions and handle all communications by and between the Association’s Unit Owners, contactors, and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to Management Company, in writing. Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g., landscaper, snowplower. 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 Management Company.

In case of an emergency, such as a fire, you should immediately 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 Management Company. The only exception is that you should send a letter directly to Board members concerning problems that you may have with Management Company. Again, all other communications must be directed through Management Company to assure that your concerns and questions are properly addressed and answered.

Management Company, a professional management firm, handles the day-to-day management of the Association. They are responsible for management services including, but not limited to, the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association, e.g., landscaping and snowplowing, and monitoring these services. They also act in an advisory capacity to the Board. Any questions or inquiries must be directed to Management Company at 480 West Aurora Road, Sagamore Hills, Ohio 44067, 330-467-0828.

I. COMMON ELEMENTS

"Common Elements" are defined as all property except the individually owned Units. These Common Elements are owned by all Unit Owners together. The maintenance, repair and replacement of the Common Elements are the responsibility of the Association except as otherwise explained in the Declaration, Bylaws, and rules.

"Limited Common Elements" are defined as those parts of the Common Elements reserved for the exclusive use of a Unit Owner. The maintenance, repair and replacement of the Limited Common Elements are the responsibility of the Unit Owner except as otherwise explained in the Declaration, Bylaws, and rules.

A. NUISANCE

Noxious or offensive activity is prohibited in any Unit or in the Common Elements or Limited Common Elements including, but not limited to, excessive recreational noise after dusk, parking on lawns at any time, and theft of Association property.

B. PARKING AND MOTOR VEHICLES

1. All vehicles on the Condominium Property must be operable and bear current license tags. An “operable” vehicle is defined as a vehicle that is capable of movement under its own power.
2. The garage must be used as the primary parking space for Occupant's vehicles.
3. The garage door must be kept closed when not in use.
4. An Occupant's vehicle that is too large to fit into a garage may not be kept on the Condominium Property.
5. Driveway parking is limited to guest parking and/or vehicles of an Occupant when the Occupant's garage is full. Overnight guests are required to park in the driveway, not the overflow parking areas.
6. An Occupant's guest is permitted, with prior written Board approval, to park a recreational vehicle in the overflow parking areas for a maximum of two nights.
7. Vehicles licensed under the Ohio motor vehicle laws as trucks are prohibited from overnight parking on the Condominium Property unless parked within a closed garage.

C. RUBBISH REMOVAL

1. Collection will be made on Fridays. When a holiday occurs during the week, the pickup will be delayed one day for that week only.
2. All rubbish must be placed in heavy duty containers or plastic bags, securely bound and set at the curb. Make certain the rubbish is on the driveway curb no later than 7:00 a.m. on the day of pickup but no earlier than dusk on the evening before pickup.

II. ASSOCIATION RESPONSIBILITIES

These lists are provided only to assist you in scheduling maintenance items. For a more complete listing, please consult the Declaration. If you are uncertain about the responsibility for a certain item, please contact Management Company.

- A. Exterior walls (including the wiring within the walls), siding (including painting/staining), foundations, roofs, chimneys, gutters, fences, and mailboxes.
- B. Driveways, sidewalks, and parking areas.
- C. Gutter Cleaning.
- D. Exterior window cleaning.
- E. Exterior exterminating.
- F. Common Elements insurance.
- G. Common Elements landscaping.
- H. Common Elements snowplowing.

III. UNIT OWNER RESPONSIBILITIES

- A. All interior walls (including the drywall), doors, floors, and ceilings.
- B. All exterior doors, windows, and skylights.
- C. All glass and screens within the exterior doors, windows, and skylights.
- D. All heating, cooling, and ventilation equipment serving only the Unit.
- E. All utility service lines, pipes, wires, and conduits located within the bounds of the Unit and serving only the Unit.
- F. Patios, stoops, and decks exclusive to the Unit.
- G. Garage doors, garage door mechanisms, and garage door component parts.
- H. All other Limited Common Elements located within the bounds of the Unit and serving only the Unit.
- I. All exterior lighting serving only the Unit.

IV. LANDSCAPING

The following regulations provide acceptable guidelines for Unit Owners in planting annual flowers and replacing permanent planting.

- A. PLANTING OF ANNUAL FLOWERS
 - 1. Requests for planting of annual flowers in the Common Elements must be submitted in writing to Management Company. Approval

will normally be given within five days, as long as the request falls within the guidelines. The form attached as Exhibit A must be used for this purpose.

2. All flowers must be planted in existing beds which are located adjacent to the Units.
3. Types of flowers permitted are limited to those listed in Exhibit A. Prohibited plants include, but are not limited to, perennials, sunflowers, and wildflowers.
4. Fruit trees and vegetable gardens are prohibited. However, limited growing of vegetable plants will be permitted. All vegetable plants must be placed on the patios and/or decks which are contiguous to the Unit. Oversize or vine type plants are prohibited.
5. Unit Owners are solely responsible for watering, weeding, and removal of flowers and vegetables which they plant.

B. CHANGES OR ADDITIONS TO EXISTING PERMANENT LANDSCAPING

These guidelines are designed to cover those shrubs, trees, perennials, and ground cover in the Common Elements which die and are outside the landscaping warranty, as well as any permanent additions Unit Owners wish to make. The procedure described below also applies to the installation of path and garden lighting by Unit Owners.

1. All requests, whether they will be paid for by Unit Owners or the Association, must be submitted in writing to Management Company. A drawing showing the proposed changes or additions and location from the Unit must accompany all requests.
2. Once approved by the Board, the request will be given to the Association's landscape contractor for a quote on the cost of materials and labor. Please do not contact the contractor personally since the orders must be placed by Management Company, regardless of who pays the bill. If deemed necessary by the Board, Unit Owner will also be asked to submit to Management Company a request to Greenwood Village A.C.C.E.S. for their approval.
3. A determination will be made by the Board if the expense is to be absorbed by the Association. If not, the Unit Owner will be informed of the cost and, if accepted in writing by the Unit Owner, the order will be

given to the landscape contractor. The Unit Owner will then be billed for the work done.

4. In the case of authorized path and garden lighting, the material, installation, and maintenance costs will be borne by the Unit Owner. Once installed in the Common Elements, they become the property of the Association. Greenwood Village A.C.C.E.S. approval is required for adding, removing, or changing landscape lighting.
5. Only those shrubs, trees, perennials, and ground cover consistent with the landscape development plans will be authorized. These items are selected because of the type of soil/weather conditions present in our area.
6. Occupants are prohibited from installing shrubs, trees, perennials, and ground cover without prior written authorization from the Board.
7. All such shrubs, trees, perennials, and ground cover will be considered the Association's property and may not be removed from the Common Elements. The Association will be responsible for the maintenance of the plantings.

C. REPLACEMENT OF DEAD OR DYING TREES AND LARGE SHRUBS

The Association will make a decision to replace dead or dying trees, based on meeting at least one of the following criteria:

1. The tree provides a primary means of privacy for the Unit Owner.
2. The tree is placed in such a position to be considered aesthetically necessary to preserve the appearance and value of Ironwood Trail Condominiums Common Elements.

A Unit Owner may request the replacement of a dead or dying tree, or a large shrub. Upon verification by the Board of the need for replacement, and upon receiving a quote for replacement, the Board will determine the amount of payment the Association will authorize. This generally will be an amount required to replace it with a young tree or shrub. If the Unit Owner desires a larger tree or shrub, Unit Owner may request Management Company to obtain quotes, gain approval from the Board, and pay the difference between the cost of the young tree/shrub and the approved desired tree/shrub.

Dead trees that do not fall within the listed criteria will be removed by the Association but not replaced. If Unit Owner desires a replacement, Unit Owner must follow the procedure outlined in Section IV B, Changes or Additions to Existing Permanent Landscaping.

V. DECORATIONS

A. PLACEMENT OF DECORATIONS

Decorations may be placed on or around the individual Units on the Common Elements of the Association, i.e., front yards, side yards, rear yards, tree and shrub ornaments, etc., providing the individual Unit Owner is responsible for all damage incurred by that placement and repairs same within seven days of removal of decorations.

B. TIME LIMITS

Holiday decorations may not be displayed before Thanksgiving Day, and must be removed no later than the 15th day of January of the following year, weather permitting, and may not be lighted after January 15th. For any other holiday that occurs outside of the time period between Thanksgiving Day and January 15, Occupants may display decorations, provided that the decorations comply with the guidelines outlined in this section, and that the decorations must not be displayed more than one week before and one week after the holiday.

C. NOISE LEVELS

Noise originating from any seasonal or holiday display, including music, is prohibited.

D. LIGHT LEVELS

1. Lighting times will be from 5:00 p.m. until 11:00 p.m. during the display period.
2. The amount of light generated is prohibited from spilling over into neighboring yards or causing light pollution in the area. The Board has the right to control this condition as the need arises at the time in question.

E. SIZE OF DISPLAY

Decorations or displays taller than 42" in height are prohibited.

F. LOCATION OF DISPLAY

1. Displays are prohibited on the roofs.
2. Displays are prohibited in the common parking areas or the rights of way.
3. The Board has the right to approve displays created in the upper or lower drives when requested by a group of Unit Owners. The display itself must receive prior approval by the Board as it will reflect the Association's appearance to the rest of Greenwood Village.

VI. INSURANCE

A. The Association's insurance policy covers all Common Elements of the Condominium Property including, but not limited to, all exterior building components.

B. Insurance coverage for the Units and Unit Owner personal Unit contents, including, but not limited to, equipment, furniture, draperies, carpeting, appliances, stereos, television sets, clothing, and personal possessions must be provided by the Unit Owner. All Unit Owners should have a condominium owner's insurance policy.

VII. UNIT RESTRICTIONS

A. PETS

1. A Unit Owner may keep dogs, cats, and/or other domestic household pets, provided that the total number of permitted pets does not exceed two in the Owner's Unit, and provided further that any permitted pet complies with the restrictions contained in Article 11, Section E of the Declaration, as amended. Rottweilers, Presa Canarios, any dog commonly known as a pit bull, and any mix of these breeds are prohibited. Vicious dogs, defined as any dog that has caused injury to any person or has killed another pet are prohibited.
2. Dogs must be on a hand-held leash not exceeding a length of six feet when outside of any unit. Cats and/or other domestic household pets must be kept indoors.
3. The Board may, in its sole discretion, terminate the right of any person to maintain a pet upon three days' notice from the Board if it determines such a pet constitutes a nuisance. Examples of nuisance behavior or behavior that constitutes a detrimental effect for purposes of this rule include, but are not limited to, the following:
 - a. Pets whose unruly behavior causes personal injury or property damage;
 - b. Pets who make noise continuously for a period of 10 minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;

- c. Pets outside the Unit who are not accompanied by and under the complete physical control of their owner and on a hand-held leash no more than six feet in length;
 - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
 - e. Pets that are conspicuously unclean or parasite infested.
4. Pet owners are liable for any and all damage caused by their pets to any Common Elements including, but not limited to, shrubs, bushes, trees, and lawns.
 5. Pet owners are responsible for immediate and complete clean up after their pets.

B. SIGNS

"For Sale" signs are prohibited on the Common Elements. A 10" x 12" or smaller professionally prepared "For Sale" sign may be placed in the Unit Owner's window.

C. HOME BUSINESS

Business, commercial, religious, and educational use is prohibited. A Unit Owner may use a portion of his or her Unit for an office or studio (other than music studio) provided such activities do not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant. Activities involving the personal services of any Unit Owner or Occupant to a customer or other person or client who comes to the Condominium Property is prohibited.

D. EXTERIOR RESTRICTIONS

1. Alteration of the Common Elements and Limited Common Elements is prohibited unless prior written Board approval is obtained. Every proposed modification to Common Elements or Limited Common Elements must be submitted in writing with appropriate drawings to the Association and Greenwood Village A.C.C.E.S. 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 Association and Greenwood Village A.C.C.E.S.
2. Signs, wiring, or other items are prohibited on the exterior of any Unit or if visible from the exterior of any Unit.
3. All awnings, satellite antennas, doorbell cameras, or surveillance/security cameras require written approval from both the Association and Greenwood Village A.C.C.E.S.

4. A request for installation or replacement of a storm door and storm windows must be submitted in writing to, and approved in writing by, the Association and Greenwood Village A.C.C.E.S.
5. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
6. Window treatments visible from the exterior of Units in bold colored prints or plaids are not permitted. Window treatments are defined as curtains, draperies, and vertical or horizontal louvers.
7. The location of any grills and barbecuing equipment shall not create a fire hazard.
8. Personal items such as decorative flags, outdoor furniture, and recreational equipment, are only permitted in the Limited Common Elements.

VIII. SALE OR LEASE OF A UNIT

A. SALE

1. All Unit Owners are required to notify the Association in writing of any changes in occupancy within 30 days of such change.
2. After a sales agreement has been executed and at least 30 days prior to transfer, the title company will call Management Company to arrange for the maintenance fee update letter. The name, address, and telephone number of the purchaser will be provided to Management Company by the title company in addition to the sales price of the Unit and the name of the mortgagee.
3. A transfer fee may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
4. The present Unit Owner/seller is responsible for providing the following information or items to the buyer:
 - a. Copy of the Declaration and Bylaws.
 - b. Copy of the rules booklet.

B. LEASE

Renting or leasing of a Unit is prohibited. However, to meet special situations and avoid undue hardship, the Association allows a Unit to be leased for a period of not less than four

consecutive months nor more than 12 consecutive months. This hardship exception may in no event be extended beyond the 12 month period.

1. The Unit Owner must provide the Board with the following information prior to tenant move-in:
 - a. Copy of the lease.
 - b. Full name of tenant(s).
 - c. Names of all occupants of the Unit.
 - d. Telephone number of tenant.
 - e. Current address and telephone numbers (home and work) of tenant.
2. The Unit Owner is responsible for making the tenant aware of the rules of Ironwood Trail Condominiums.
3. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or rules. The Unit Owner is responsible for rule violation assessments, all other damages, and any recourse the Unit Owner may wish to take against a tenant who is in violation, and holds Ironwood Trail Condominiums harmless.
4. The lease document must contain a clause making it subject to the covenants and restrictions in the Ironwood Trail Condominiums Declaration, Bylaws, and rules.
5. "For Rent" signs are prohibited.

IX. MAINTENANCE FEES, LIEN PROCEDURES, AND COLLECTION POLICY

A. All assessments are due on the 1st day of the month and are considered late if not received by the 10th day of the month ("the late date").

B. After the late date, an administrative late charge of \$30.00 per month will be added for any late payment or on any balance of unpaid assessments. (The late charge is subject to increase upon further notice.)

C. The Association will apply any payments in the following order:

1. Interest owed to the Association;
2. Administrative late fees owed to the Association;

3. Collection costs, attorneys' fees, and paralegal fees the Association incurred in collecting the assessment; and, finally,
4. Oldest principal amounts the Unit Owner owes for common expenses or penalty assessments charged to the account.

D. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorneys' fees, recording costs, title reports, and court costs, will be charged back to the account.

E. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.

F. If any Unit Owner (either by their conduct or by the conduct of any Occupant) fails to perform any other act required by the Declaration, Bylaws, or rules, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

G. If a Unit Owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote or the ability to apply for architectural approval.

X. COMPLAINT PROCEDURE

A. Complaints against anyone thought to be violating the rules are to be made to Management Company in writing and must contain the signature of the individual filing the complaint. A standard form is available from Management Company.

B. Management Company and/or the Board 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.

C. If Management Company's and/or the Board's reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to an enforcement assessment in accordance with the enforcement procedure.

XI. ENFORCEMENT POLICY AND ASSESSMENT FOR RULE VIOLATION

A. Notwithstanding anything contained in these rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or rules ("Governing Documents") as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible Unit Owner.

B. The Unit Owner is responsible for any violation of the Governing Documents by the Unit Owner or Occupants, or guests of the Unit Owner.

C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Unit 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 enforcement assessment for damages and/or cleaning of the Common Elements or other property, or b) levy an enforcement assessment per occurrence or, if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period or more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

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. A description of the property damage or violation; and
 - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 - c. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge or enforcement assessment; and
 - d. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
2. To request a hearing, the Unit Owner must mail or deliver a written "Request for Hearing" notice, which must be received by the Board not later than the 10th day after receiving the notice required by Item 1 above.

- a. If a Unit Owner requests a hearing, at least seven days prior to the hearing, the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed.
 - b. At the hearing, the Board and responsible Unit Owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Unit Owner will be sent written notice of the Board's decision.
 - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

XII. RECORDS REQUEST POLICY

- A. Records available for inspection:
 1. Unless otherwise prohibited by law or this policy, any Unit Owner may examine and copy (including receiving copies or other information by email) the books, records, and financials of the Association ("Records"), for any reasonable and proper purpose, pursuant to the requirements, charges, and standards set forth by this policy.
 2. A Unit Owner may not examine or copy any of the following Records that concern, pertain to, or contain information about:
 - a. Information that pertains to personnel matters including, but not limited to, salary/benefits information, performance reviews, applications, disciplinary action, and health matters;
 - b. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or community property-related matters;

- c. Information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- d. Information that relates to the enforcement of the Declaration, Bylaws or rules against other Unit Owners or that would constitute an unwarranted invasion of privacy of any other Unit Owner; and
- e. Matters or issues the disclosure of which is prohibited by State or Federal law.

B. All requests for Records must be in writing. A Unit Owner who wants to inspect, copy, or receive any Association Record must submit a written request to the Board or Management Company. The request must specify the particular Record(s) desired, including pertinent time periods, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the Record(s) requested.

C. Only Unit Owners or authorized representatives may inspect. Every Unit Owner has the right to inspect, copy, or receive Association Records in compliance with the rules and procedures contained in this policy. A Unit Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Unit Owner's behalf.

D. Rules of conduct and procedure governing request to inspect/copy:

- 1. All inspections will take place at the Association's office or at such other location as the Board designates. No Unit Owner may remove original Records from the location where the inspection is taking place.
- 2. The Association will make Records available for inspection within a reasonable time, but no more than five business days, after the Association actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the Unit Owner (by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and place for the inspection.
- 3. If the Unit Owner requests to receive documents by regular mail or email, the Association will provide the requested Records within a reasonable time, but no more than 10 business days, after the Association actually receives the written inspection request. This time frame may be

extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable.

4. The alteration, in any manner, of any Association Record by a Unit Owner is prohibited.
5. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association, through the Board or Management Company, will assign one staff person or other Association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one Association-designated person.
6. During an inspection, the Unit Owner may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.
7. Unit Owners may not exercise their inspection or copying rights to harass any other Unit Owner or Occupant, Board member, Management Company (or anyone at Management Company), officer, director, or employee.

E. Charges for copies/inspection:

1. Upon written request, the Association will provide draft (unapproved) or approved minutes of Association at no charge.
2. Other than the Association meeting minutes or other Records the Board decides to make available at no charge, the Unit Owner must pay:
 - a. Twenty cents per page for copying regular or legal-sized Records. In addition, the Unit Owner must pay a minimum clerical fee of 50.00 for the copying of up to 50 pages plus an additional clerical fee of \$50.00 for every increment of 50 pages copied thereafter;
 - b. Twenty cents per page to scan in and email any paper or printed documents, plus a minimum clerical fee of \$50.00 for the scanning up to 50 pages, plus an additional clerical fee of \$50.00 for every increment of 50 pages scanned-in thereafter; and
 - c. Twenty cents per page to email any documents or other information that is already in electronic form.
3. To preserve the sanctity of the Records, a physical Records inspection requires the presence of a staff member. For inspections that last

greater than one hour, the Association may, on its own or through Management Company, charge the requesting Unit Owner an hourly rate, not to exceed \$50.00 per hour, to be billed in quarter hour increments for staff or other representative attendance at the Records inspection.

4. The Unit Owner must pay the costs of copying, providing, or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

**AUTHORIZATION FORM FOR
PLANTING ANNUAL FLOWERS**

TO: IRONWOOD TRAIL CONDOMINIUMS c/o
Reserve Realty Company, Management Division
480 West Aurora Road
Sagamore Hills, Ohio 44067

REQUESTED BY:

Name: _____

Unit Number: _____

I am requesting authorization to plant the following annual flowers in the Common Elements adjacent to my unit (check appropriate blanks):

Requesting	Flower	Requesting	Flower
	Begonias		Vinca
	Petunias		Ageratum
	Impatiens		Alyssum
	Geraniums		

Requesting	Vegetables (specify below)	Requesting	Vegetables (specify below)

I certify I have read and will abide by the stated guidelines.

Signature: _____

Date: _____

EXHIBIT B**IMPORTANT TELEPHONE NUMBERS**

Reserve Realty Company, Management Division	
Regular Business Hours	330-467-0828
After Hours Messages	330-467-0828
After Hours Emergency	216-903-4109
Police, Fire & Rescue Squad	911
National Poison Control Center	800-222-1222
Police – Non Emergency	330-468-3515
Fire – Non Emergency	330-468-1234
Summit County Sheriff - Non Emergency	330-643-2154
Greenwood Village Community Association	330-467-7036
Sagamore Hills Township Office	330-467-0900
Utilities	
First Energy - Ohio Edison (Electric) - Report Outage	888-544-4877
First Energy - Ohio Edison (Electric) - Customer Service	800-633-4766
Dominion Energy (Natural Gas) - Emergency	877-542-2630
Dominion Energy (Natural Gas) - Customer Service	800-362-7557
Division of Water – City of Cleveland – Emergency	216-664-3060
Division of Water – City of Cleveland – Customer Service	216-664-3130
Northeast Ohio Regional Sewer District – Customer Service	216-881-8247
Northeast Ohio Regional Sewer District – Billing	216-664-3130
Summit County Division of Environmental Services - Emergency	800-828-2087
Summit County Division of Environmental Services - Customer Service	330-926-2400

You may also visit www.mysagamorehills.com for additional information related to nearby emergency rooms, places of worship, restaurants, and schools and day care.