



HANDBOOK OF RULES AND INFORMATION

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Welcome to Stone Creek Lane Condominium Association

Stone Creek Lane Condominium Association is a small community of 52 Units. It offers a lifestyle of both shared responsibilities and autonomous living. The Unit Owners share in the financial responsibility of Condominium Property maintenance to enjoy the other benefits life has to offer. As such, Unit Owners, Occupants, and guests accept certain freedom limitations to achieve a comfortable living style for all.

This Handbook of Rules and Information ("Handbook") has been updated by your current Board of Directors and is intended to be your daily reference tool. Using non-legal language, we have attempted to explain many of the common terms and issues covered by the Declarations and Bylaws, as amended, which are filed with Summit County in the State of Ohio. It also addresses certain acceptable and unacceptable practices within the community.

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 will govern. Should you have a concern over a specific issue, you are encouraged to refer to this Handbook first for a simple explanation and/or procedure.

The Handbook applies to all Unit Owners, Occupants, and guests. However, Federal and State Fair Housing laws may require the Board of Directors to make reasonable accommodations of the Handbook of Rules or to allow a reasonable modification of the Condominium Property for the disabled, upon request.

For those of you who wish to consider **ANY** exterior improvements, this Handbook also provides general guidelines as to what is and what is not acceptable. It also includes a Project Approval Request Form so that your request can be handled easily and efficiently. All exterior change/improvement requests must be made in writing and approved by the Board before any work may be done.

The Board requests and appreciates a prompt response to any mailed requests (such as proxies, reserve waivers, etc.). This will assist the Board in effectively serving the Association and will assist us in cutting down on mailing costs.

Please note that each spring, the Board members and a representative from our Management Company and the landscaping company under contract to the Association walk around the Condominium Property to determine any work that needs to be addressed. The date of the walk around can vary depending on the weather and the Board members' availability. If you have any concerns that you would like to bring to the Board's attention, please send the details to the Management Company, Reserve Realty, by mid-April.

This Handbook is by no means "all inclusive." If you are uncertain about a rule, do not assume. Please contact the Management Company for further clarification.

THE STONE CREEK LANE CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

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NOTE: If you need to download the Handbook/Forms, Declarations, and/or Bylaws, mentioned in this Handbook, you will find them on the Reserve Realty website, under “Stone Creek Lane Condominium Association”:

<https://reserverealtymanagement.com/our-associations/>

I. INTRODUCTION:

Stone Creek Lane Condominium is located in Twinsburg, Ohio. Stone Creek Lane Condominium Association is a not-for-profit corporation in the State of Ohio. Construction of the Condominium Property began in 1984 and was turned over to the Unit Owners in August, 1987. The Condominium Property is comprised of 52 Units. The street is dedicated and therefore maintained by the City of Twinsburg. The Association maintains an insurance policy for the Common Elements and Units as originally constructed, but Unit Owners are responsible for obtaining insurance for their Unit's improvements and personal effects. The Condominium Property uses the services of the City of Twinsburg Police and Fire Departments.

As a private Condominium Property, we are governed by the recorded Declaration and Bylaws. We elect a Board of Directors from our Unit Owners; the five-member, uncompensated Board manages Association affairs on behalf of the Unit Owners. Each member serves a term of two consecutive years and there are no term limitations. Board terms are staggered so as to elect two members one year and three members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the annual meeting, the Board of Directors is organized by electing from among the Directors the following officers: President, Vice-President, Secretary, Treasurer, and Member-At-Large.

The annual meeting of the Unit Owners for the election of Board Members must occur during the second quarter of each year and is currently held in the month of May. Regularly scheduled Board meetings are also held throughout the year and are open to all Unit Owners. The Board does ask that any Unit Owner who will be attending regularly scheduled Board meetings with a request to please email the Management Company with the request so any necessary information required for a decision can be obtained prior to the meeting.

Reserve Realty Management is under contract to the Association to provide management services and to perform the administrative work of the Association including the billing of assessments. The Management Company also acts as a liaison between the Unit Owners and the Board of Directors as well as with the contractors hired by the Board of Directors.

Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow remover, etc. 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 requests must be submitted to the Management Company.

II. CHANNELS OF COMMUNICATION:

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

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors, and vendors.

All communication with contractors needs to be addressed through the Management Company as the contractors are hired by the Association, not individual Unit Owners. Unit Owners and Occupants are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow remover, etc. In addition, Unit Owners and Occupants must not interfere with Association contractors providing work on the Condominium Property. This includes giving work instructions or criticizing the workers, including the use of defamatory, vulgar or degrading language, which is prohibited.

Unit Owners and Occupants must direct all complaints about Association contractors, or other Unit Owners, Occupants, or their guests, including the Unit Owner/Occupant-hired contractors to the Management Company in writing as stated in the Complaint Procedure.

Any Unit Owner or Occupant or guest of a Unit Owner who violates the Rules may be subject to enforcement assessments, in addition to all other legal remedies available to the Association, as outlined in the Enforcement Policy.

If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

III. GENERAL RULES:

- 1. Amendments to the Governing Documents:** The governing documents may be amended from time to time by a vote of the Unit Owners. In most cases, it requires 75% of the voting power to approve an amendment.
- 2. Annual Meeting:** Stone Creek Lane Condominium Association is a not-for-profit corporation in the State of Ohio. One requirement of such a corporation is to hold an annual meeting for making reports to the members (Unit Owners) and for electing the Board of Directors. To hold a legally constituted meeting, there must be over 50% of the voting interest present either in person or by proxy. The annual meeting is normally held in May of each calendar year. Notices are sent to all Unit Owners of record along with a proxy for the convenience of those Unit Owners who are unable to attend the meeting.
- 3. Bicycles and Tricycles:** Bicycles and tricycles are permitted to be ridden on the street and cul-de-sac. They are prohibited from being ridden on lawns or left outside in Common Elements.
- 4. Board Meetings:** The Board of Directors usually meets every other month, more often if needed. Although subject to change, Board meetings are held on the third Monday in which the meeting is held at 6:30 pm. Meetings may be in person or via Zoom or other video platform. The Board Meetings are open to Unit Owners, not residents. Unit Owners may contact the Management Company to find out when the next meeting will be and for further details. If you have a topic to discuss, please email the Management Company with the details so any necessary information required for a decision can be obtained prior to the meeting.
- 5. Business:** Units must be used for residential purposes only. An Occupant may conduct a business from his/her Unit, provided that all necessary permits are provided to the Management. The Unit Owner must comply with the following:
 - a. The business must not interfere with the quiet enjoyment or comfort of any other Unit Owner or Occupant.
 - b. The business must not involve the regular or full-time service of any employee in the Unit other than the Unit Owner or Occupant.
 - c. The business must not result in pedestrian or other traffic whether from the general public, existing or new clients, or other business invitees, to or from the Unit.
 - d. The business use must not result in the Unit becoming principally an office as distinct from a residence or the Unit developing a reputation as an office, which includes not using the Unit address as the contact or mailing address for any business or commercial activity, including advertising.
 - e. The business use must not result in regular, meaning more than once a week or more than four times a month, deliveries brought to or taken from the Unit in conjunction with business use.

f. Signs are prohibited from being displayed in any portion of the Unit that is visible from the exterior or in any Common/Limited Common Element areas.

6. Chimneys/Fireplaces: Some Units have Board-approved fireplace/chimney installations. Since a fireplace/chimney serves only the Unit Owner/Occupant and are a Unit Owner improvement, the chimney cleaning/inspection is the responsibility of the Unit Owner. All gas and wood fireplaces/chimneys must be inspected and cleaned annually. Remember, excessive build-up in the flue can cause a fire.

7. Clotheslines: Clothes, sheets, blankets, laundry of any kind or other articles are prohibited to be hung out or exposed on any part of the Common Elements or Limited Common Elements. Clotheslines are prohibited.

8. Complaint Procedure:

- a. Complaints against anyone violating the Rules must be submitted to the Management Company in writing and must contain the date, signature, Unit number and telephone number of the individual filing the complaint. A form is included in the back of this Handbook for your convenience.
- b. The Management Company will, in most instances, contact the alleged violator after receipt of each written complaint; and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
- c. If the reasonable efforts to gain compliance are unsuccessful, the responsible Unit Owner may be subject to enforcement assessments, as contained within the Enforcement Policy.

9. Damage to the Condominium Property:

- a. Unit Owners may be held responsible for the cost of any damage to the Condominium Property caused by the Unit Owner or their Occupants, guests, invitees (including contractors), or licensees, including intentional or accidental damage. When any portion of the Common Elements, Limited Common Elements, or Unit exterior, are damaged, the Association may hire a contractor to repair or replace the damage at the expense of the responsible Unit Owner.
- b. A professional, licensed (if applicable) contractor who carrying worker's compensation and liability insurances must perform Unit modifications. Prior to beginning any modification, a Unit Owner must provide the Board with the name of the contractor, proof of license and insurance, and obtain the Board's prior written approval.
- c. The types of work that require prior approval, as mentioned above, includes but is not limited to the following:
 - 1) Modification to the Common Elements, Limited Common Elements, or Unit Exterior.
 - 2) Any modification that could impact the structure or otherwise jeopardize the safety of the building.

10. Decorations: A decoration is defined as an object added by a Unit Owner to adorn, enhance, or beautify an area, and that is visible from the exterior of a Unit. The Board of Directors is charged with reasonably maintaining the Association's "community feel". This means that the looks of the fronts of all Units should be consistent. In addition, as it is impossible to legislate taste, the following Rules regarding decorations are in effect:

- a. Decorations are prohibited from being attached to the roof, siding, gutters, or other structures of the Building(s).
- b. Banners or Windsocks are prohibited to be displayed in the fronts or sides of the Unit. One 3' x 5' banner or windsock may be flown from the rear patio or deck serving a Unit.
- c. 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 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 Federal rules governing the U.S. flags. You may view these rules on the government website: <https://www.senate.gov/reference/resources/pdf/RL30243.pdf>. One standard-sized (3' x 5') American flag may be flown from the designated holder attached to the gazebos or on a deck. The flag must be removed and/or replaced once it is worn, faded, and/or tattered. The installation of a freestanding flagpole in the ground is prohibited.
 - 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 wood trim on the left side of the garage door when facing the exterior of the building. The pole must be installed one and a half feet above the top of the garage carriage light and the pole itself must be no longer than five feet in length. The flag pole holder must be aluminum or 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) 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 garage trim to its original condition.
- d. Hanging Baskets: A maximum of two single Shepherd's hook or one double Shepherd's hook garden hangers are permitted in the front shrub beds adjacent to and serving the Unit. One hanging basket per Shepherd's hook is permitted to be displayed. All other hanging baskets are prohibited.

e. Holiday Decorations: Reasonable decorations for holidays, which do not cause undue disturbances within the community, may be put up at the beginning of the holiday season and must be removed at the conclusion of the holiday season, weather permitting. Blow-up/inflatable decorations are prohibited.

f. Holiday Lights: Lights manufactured for outdoor use may be displayed at the beginning of the holiday season and must be removed at the conclusion of the holiday season, weather permitting. If weather conditions prevent removal, the lights must remain off. Unit Owners are prohibited from climbing the sides of the Building or onto the roof to hang lights.

Lights and decorations are permitted to be placed in the Limited Common Elements and/or building exteriors, provided that the decorations are not affixed to the structure or building exterior in such a manner that requires any penetration of the exterior building surfaces and the decorations do not damage or discolor Limited Common Elements or Common Elements, including building exteriors, gutters, or siding. The decorations may only be displayed on the building exterior if they are secured by suction device, ties, or other form of banding. Inflatable decorations are prohibited.

Holiday decorations may not be displayed before Thanksgiving Day, and must be removed by no later than the 7th of January of the following year. Exterior light fixture bulbs must be white, with the exception that they may be red or green between Thanksgiving Day and January 7th of the following year.

For any other holiday that occurs outside of the time period between Thanksgiving Day and January 7th, Occupants may display decorations, provided that the decorations comply with the guidelines outlined above, and that the decorations must not be displayed more than one week before and one week after the holiday.

Any changes that the Board elects to add may also need to be incorporated into the "Holiday Lights" Section, such as the timeframe to display holiday lights.

g. Landscape Lighting is prohibited.

h. Lawn Decorations: Lawn decorations of any nature are prohibited, both in the front, side, and the back of the Unit.

i. Signs: Signs, with the exception of real estate signs (see Sale of Unit) are prohibited to be posted on the Common Elements, Limited Common Elements, or any portion of the Unit that is visible from the exterior (e.g. window).

11. Decks, Patios, Porches, and Stoops:

- a. Wooden decks and patios may be installed once written approval from the Board of Directors is obtained. Detailed plans and written specifications must be submitted to the Management Company along with a Project Approval Request Form.
- b. Decks, patios, porches, and stoops are prohibited to be used as storage spaces. These areas must be kept neat, uncluttered, and in good repair.
- c. All decks must be stained in a natural wood tone color.

12. Doors:

- a. The perimeter (entry) and interior doors of each Unit are the responsibility of the Unit Owner. The exterior side of perimeter doors must match the trim color for the Unit. Contact the Management Company to obtain Board approval prior to any proposed change to the perimeter door exterior and to verify the approved color for the Unit.
- b. The following colors are approved for painting the exterior perimeter Unit doors (depending on the trim cover of the Unit): Sherwin Williams Latex Paint: SW 2307 Red Barn; SW 2264 Newport Blue; SW 2014 Beatrix Brown; SW 7573 Eaglet Beige.
- c. The installation of storm doors is not recommended by the entry door manufacturer, however, they may be added at the Unit Owner's risk and sole expense after obtaining prior Board written approval. The storm door must be a "full-view" or "3/4 view with kick plate" style. Prior to purchasing and installing the storm door, a written request must be submitted to the Management Company with a Project Approval Request.
- d. Garage doors are the responsibility of the Unit Owner. Garage doors must not be left open when not in use to discourage intruders. Original garage doors are a wood hollow-core/4-section/flat smooth panel design. If you wish to replace your existing wooden door, a Clopay Steel Door is permitted after a written Project Approval Request has been approved by the Board. Raised panels, recessed panels, wood embossed panels and windows of any type are prohibited. It is the responsibility of the Unit Owner to maintain color uniformity within the Association: Sherwin Williams SW 7689 Row House Tan or SW 7573 Eaglet Beige should be indicated on the request.
- e. Any door that does not meet Association guidelines may be required to be removed, replaced, or repainted at the Unit Owner's expense.

13. Dryer Vents: Dryer vent cleaning and maintenance are the responsibility of the Unit Owner. The City of Twinsburg does not permit dryers to be vented into a garage.

14. Exterior Changes and Appearance: The exterior appearance of the Unit may not be changed in any way without the prior, written consent of the Board of Directors. All intentions to make exterior changes must be submitted in writing to the Management Company prior to implementation, even when the Unit Owner is seeking to replace old damaged components with an exact duplicate.

Detailed plans depicting proposed size, quantity, location, colors, materials, textures, design and surrounding improvements, photographs, brochures, sample materials, and written specifications should be submitted, along with a Project Approval Request Form for the Board's review. Please be aware that the request may require the Board members to view the area in which the change is proposed.

Any exterior changes not meeting the Association guidelines may be required to be corrected or removed (and the area restored) at the Unit Owner's expense.

Please keep in mind:

- a. Storage sheds, gazebos, awnings, and any type of permanent recreational equipment that cannot be removed and taken inside the Unit nightly (e.g. goal post or basketball hoop) are prohibited from being installed on Common and Limited Common Elements.
- b. Swings/swing sets are prohibited on Common and Limited Common Elements.
- c. Only Unit Owner(s) who are current in all assessments and assessments may submit a request for a modification to the Common or Limited Common Elements or portion of the Unit that is visible from the exterior.

15. Fences: Privacy fences for decks may be added or modified after prior, written approval has been obtained from the Board.

- a. All fences must be dog-eared style board on board to ensure uniformity on both sides.
- b. Fences must be no higher than six feet off the ground.
- c. All City of Twinsburg fence regulations must be followed.
- d. Stain colors must be the same as the deck color.

16. Flower Beds: Foundation flower/shrub beds are maintained in a uniform manner by the Association and can only be changed at the discretion of the Board of Directors.

- a. The creation of additional flower/shrub beds is prohibited as they require significant upkeep with which future Unit Owners may not want to be burdened. Unit Owners in violation of this policy will be billed for the cost of removal.
- b. The planting of annual flowers in front beds is permitted, but to protect a level of uniformity, as well as security, the growth height of these flowers must not exceed the bottom of the first-floor windowsills.

c. Bulb-type flowers, such as tulips and daffodils, are also permitted to be installed in front beds by Unit Owners/Occupants, so long as the growth height does not exceed the bottom of the first-floor windowsill. Unit Owners are responsible for maintaining flowers planted in front beds, including the removal of any dead plant debris at the end of the growing season (November 1).

Please remember that the Unit Owner-installed flowers may be accidentally exposed when the landscaper is tending to the beds as part of the normal maintenance program, although the landscapers will make every effort not to disturb such flowers, neither the Association nor the landscaper can be responsible for any damage.

d. Adding shrubs and trees to beds is prohibited.

e. Unit Owners are responsible for the upkeep of beds in the back of their Units. Unit owners who are not able to maintain these beds will have the beds reclaimed.

f. If you wish to have additional services performed by the Association contractor or an outside contractor, you may do so at your own expense, and only with prior written approval from the Board.

g. Unit Owners should water new tree, shrub or plant installations adjacent to and serving their Unit. This cooperation is intended to save money by preventing expensive landscape repairs and replacements.

17. Garage Sales are prohibited. The sale of any items or goods, including household items and furniture, on or from the Common Elements or a Unit, which involves pedestrian or other traffic whether from the general public, existing or new clients, or other business invitees, to or from the Common Elements or a Unit, is prohibited. Garage, moving, and estate sales are prohibited. Due to the potential liability exposure involving business invitees or others entering the Condominium Property as well as for the reasonable safety of Occupants, Unit Owners who are in violation of this clause may be subject to a \$250.00 enforcement assessment.

18. Grills, Fire Pits and Fireworks: Fire pits are prohibited. The Ohio Fire Code prohibits propane and gas fueled and other open-flame cooking devices from being used within 10 feet of multi-family buildings or combustible decks. Charcoal grills are allowed if the following conditions are met:

- a. Unit Owner obtains approval from the City Fire Chief or designee.
- b. The grill is attended by an adult at all times when in operation.
- c. A portable fire extinguisher approved by the City Fire Chief and meeting federal requirements for safety is located within the cooking site.
- d. All non-structural material (such as furniture, patio umbrellas, etc.) must be moved to a location 10 feet from the cooking site.

- e. In addition to all other enforcement remedies available to the Association, violations of the Ohio Fire Code may also be reported to the local Fire Department.

Discharging fireworks anywhere on the condominium property is prohibited. Discharging fireworks within the property creates a risk of property damage and injury to other residents due to the close proximity of homes and community assets.

19. Hot Tubs are prohibited outside of a Unit.

20. Insurance: The Association purchases an "original installations" casualty insurance policy that covers all Common Elements, Limited Common Elements, and all items within a Unit originally installed (such as fixtures, sinks, cabinets, carpeting, etc.). Unit Owners are responsible for personal property insurance, personal liability insurance, and causality insurance for any improvements made to their Units. Sewer backup insurance is also recommended.

- a. Only the Board may submit claims against the Association's insurance policy.
- b. Individual insurance coverage should coincide with the Association's insurance policy. For more information, please contact the Management Company. The Board recommends you include a proper amount for improvements you make to the Unit, as well as coverage for ground water as most insurance companies consider problems caused by ground water to be part of flood coverage and this is not included in standard policies.

21. Limitations on Use of Common Elements:

- a. Any activity that creates a nuisance or disrupts the quiet enjoyment and use of the Common Elements is prohibited.
- b. Recreational activities, including, but not limited to roller-blading and skateboarding, are prohibited on streets, roadways, and parking areas.
- c. Unit Owners must not, or permit anyone to place, pour, or spill any paint, oil, solvent or other volatile/flammable material into storm sewers or the Common Elements. Please contact City Hall for information on proper disposal.
- d. Some areas, such as the gazebos, are designated non-smoking areas. Smoking is prohibited in these areas.

22. Mailboxes: The mailboxes are the property of the U.S. Postal Service. Mailbox locks and keys may be replaced for a fee by contacting the local post office. The Association and Management Company do not have keys to the mailboxes. Unit Owners must turn over the mailbox keys to the new Unit Owner upon sale of a Unit.

23. Mulch: The Board mulches front flower/shrub beds and tree rings, as well as side beds which face the street, on a regular schedule. Unit Owners wishing to add additional mulch are

free to do so as long as they use double-shredded, dark brown mulch. If this type of mulch is not used, the Unit Owner may have to remove and replace the mulch at their expense.

24. Noise: Living in a condominium community requires an extra bit of consideration for your neighbors due to sheer proximity. Your actions can and often do affect your neighbors. Noise that causes a nuisance or a disturbance is prohibited. This includes loud music, noise from vehicles, or pets. In addition to submitting a written complaint to the Management Company, the Occupant can contact the Twinsburg Police Department (330-425-1234) to report any noise disturbances.

25. Parking: Parking is only permitted in your garage or immediately in front of your garage door. Occupants and their guests must use the Unit's garage as their primary parking space(s). Parking is not permitted in the culs-de-sac, as that could restrict use by other Occupants and emergency vehicles. Parking is not permitted on the grass. Note that the city of Twinsburg has a 24 hour parking ban on all streets. If at any time you require additional parking (such as during move-in), please contact the Twinsburg Police Department (330-425-1234) to seek temporary permission to park on the street.

Commercial vehicles (for the purposes of this rule, "commercial vehicles" include vehicles with commercial advertising or signage, commercial equipment or apparatus, such as a ladder or snow plow, or vehicles that are licensed for commercial purposes) must be parked within an enclosed garage.

26. Pets:

- a. Conventional household pets, including dogs, cats, birds, or aquatic life kept in a tank with a maximum capacity of 100 gallons, are permitted and may be kept in a Unit as long as the pets are not kept, bred, or maintained for any commercial purpose.
- b. Unit owners must maintain liability insurance for any pets that go outside the unit.
- c. All pets must be on a hand-held leash not exceeding six feet in length and accompanied by and kept under the complete physical control of the owner at all times when outside the Unit. Pet owners are responsible for immediate and complete cleaning up of any pet waste; cold weather is not an excuse to avoid cleaning and properly disposing of waste.
- d. Tying, staking, tethering, or chaining any pet outside the Unit or in the Common Elements or Limited Common Elements is prohibited.
- e. If, as an Occupant, you have a complaint about someone-not cleaning up, please follow the Complaint Procedure found in this Handbook. For concerns about dangerous pets, contact the Twinsburg Police Department.

f. Unit Owners are solely and exclusively responsible for the actions of their pet(s) or the pet(s) of anyone residing in or visiting their Unit, including damage or injury to property or another person or pet.

g. Unit Owners are responsible for the costs of repairing any damage to the Common Elements or Limited Common Elements caused by their pet(s) or the pet(s) of anyone residing in or visiting their Unit, including the cost of replacing grass, bushes, or other landscaped areas on the Condominium Property.

27. Recreational Equipment: Play/sports/recreation equipment must be removed daily from the Common Elements and Limited Common Elements and stored within the Unit.

28. Rental of Units or Leasing a Unit:

a. Except for hardship exceptions and Units that are grand-fathered under Declaration Article 3, Section B(11), as amended, Units must be occupied by the Unit Owner(s), parent(s), or child(ren) of the Unit Owner(s). To meet special situations and to avoid undue hardship or practical difficulties, the Unit Owner may lease his/her Unit to a specified renter for a period not less than six consecutive months nor more than 24 consecutive months. The hardship exception may in no event be extended beyond the 24 period. Leasing for transient or hotel purposes, as defined in Declaration Article 3, Section B(11), is prohibited.

b. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:

- 1) Copy of lease;
- 2) Full name of tenant(s);
- 3) Names of all Occupants of the Unit; and
- 4) Home and business telephone number of tenant(s).

c. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or rules and regulations. The Unit Owner is responsible for enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.

29. Rubbish, Recycling, and Hazardous Materials:

a. Hazardous waste is prohibited on all parts of the Condominium property. Contact Household Hazardous Waste Recycling Center of Summit County at 330-374-0383 for more information.

b. Special bins have been provided by the City of Twinsburg to separate recyclable materials for disposal. Recycle bins should be returned to your garage after pickup as soon as possible. Contact Twinsburg City Hall at 330-425-7161 for more information.

- c. To keep our community as attractive as possible, rubbish and recycling containers must not be put out earlier than dusk the evening before the contractor's scheduled pick-up (currently Tuesday). Rubbish and recycling containers must be returned the same day after pickup.
- d. Littering is prohibited. Occupants must pick up any debris left around your Unit. This is the responsibility of every Unit Owner and Occupant.
- e. Construction dumpsters are prohibited without the prior, written approval of the Board.

30. Sale of a Unit:

- a. Within 15 days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Board through the Management Company, in writing, to make arrangements for a assessment update letter and certificate of insurance for the buyer. At the same time, the Unit Owner must provide the following information:
 - 1) The names of all Occupants;
 - 2) Home and business mailing addresses;
 - 3) Home and business telephone numbers;
 - 4) Name, business address, and telephone number of any person who manages the Unit on behalf of the Unit Owner;
 - 5) Sales price; and
 - 6) Mortgagee.
- b. Any change in the information required in (1) through (5) must be provided to the Management Company within 30 days of the change.
- c. 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.
- d. The seller is responsible for providing the following information to the buyer:
 - 1) Copy of Declaration and Bylaws, and any amendments;
 - 2) Copy of the Handbook;
 - 3) Unit access door key(s), mailbox and garage door key(s); and
 - 4) Garage door opener.
- e. One professional prepared "FOR SALE" sign per Unit may be placed on the interior side of a Unit window. "For Sale" signs are prohibited from being displayed in the Common Elements (grass, driveway, streets, etc.). One professionally prepared "OPEN HOUSE" sign is permitted at the entryway during open house hours only and must be

removed immediately thereafter. Please advise your real estate agent of these restrictions before contracting with him/her to sell/list your Unit.

31. Satellite Dishes: Any Unit Owner contemplating the installation of a satellite dish must contact the Management Company for information specific to Stone Creek Lane. At all times, the regulations provided by the Management Company must be followed. Some of these regulations include:

- a. The satellite dish must not be installed in Common Elements.
- b. Attachment to the exterior siding of a Unit or any roof area is prohibited.
- c. Satellite dishes are to be placed in Limited Common Elements or the Unit.

32. Snow Removal:

- a. All vehicles should be parked/stored in the Unit Garage to allow plowing of the driveway when the snow accumulation reaches 2 inches. If vehicles are not removed at this snow depth, the driveway may not be plowed.
- b. Be mindful that slippery ice and snow may exist anytime the temperature falls below 40 degrees F. The Association does not guarantee or promise protection against such hazards. Your care and attention to the conditions that exist is necessary to ensure your safety while on the Condominium Property. Remember that snow and ice removal of the sidewalks serving a Unit is the Unit Owner's responsibility.

33. Solicitations: Solicitations are prohibited without license from the City of Twinsburg. Solicitors who do not have permits should be reported to the police.

34. Windows, Screens, and Skylights: Windows, screens, and skylights are the responsibility of the Unit Owner. Broken glass, broken Muntin bars, and torn screens must be repaired and/or replaced by the Unit Owner after obtaining Board approval (see Project Approval Request Form). If repairs dictate a complete window replacement, an identical replacement must be used. Unit Owners are responsible for all window cleaning.

- a. If you need to replace windows, you must also replace the Muntin bars (Mullions). These are the cross pieces in the windows that make the single pane of glass resemble smaller panes of glass.

35. Unit Winterization -Applicable November 1st to March 31st

- a. To avoid the freezing of water and other plumbing lines in the Unit, the Owner of the Unit must maintain the heat in the Unit at a minimum temperature of 55 degrees Fahrenheit at all times. This means the electricity for the Unit must remain on all times. If at any time the Unit experiences a loss of heat in the Unit, the Owner of the Unit is responsible to immediately report the problem to the management office. In addition, if a Unit is to be vacant for a period of 72 consecutive hours or more, the Owner of the Unit must:

- 1) Make sure all windows are shut and locked.
- 2) Open all the doors of cabinets where water lines and drains are located.
- 3) Arrange for a responsible person to check on your Unit at least once every three (3) days to verify the heat is on and there are no leaks or other concerns.
- 4) If an individual water shut-off valve for the Unit is available, turn off the Unit's water, and drain all water from the plumbing by shutting off the valve and then opening faucets, flushing toilets, and running any appliance that may have water inside until the water is emptied from the faucet, toilet, or appliance.

b. A Unit Owner who fails to follow all of the above requirements is negligent and is responsible for any costs and expenses related to or arising from the water line break, including the Association's insurance deductible and costs that exceed any available insurance proceeds. Failure to winterize the Unit may result in the Association entering the Unit to winterize the Unit, and all costs and expenses of such action, including but not limited to the cost to maintain electricity for the Unit, will be billed back to the Unit Owner.

c. When temperatures drop below 32 degrees F, you must take the following safety precautions to protect your Unit:

- 1) Locate and close the interior shut-off valve for the exterior spigots every fall.
- 2) Learn the location of the main water shut-off within your Unit so that you can turn off the water supply to minimize water damage in the event of a frozen or burst pipe.
- 3) Keep your garage door closed at all times. In some Units, water lines may run through unheated garages.
- 4) If you experience a lack of running water in a specific area and suspect a frozen pipe, immediate contact a plumber. A trained plumber can thaw the pipe before it bursts and causes damage.

IV. STONE CREEK LANE CONDOMINIUM ASSOCIATION RULE ENFORCEMENT POLICY:

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 the guests, or the occupants, including tenants, of the Unit Owner's home.

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 of 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 tenth day after receiving the notice required by Item 1 above.
 - a. If a Unit Owner timely 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; and
 - b. At the hearing, the Board and alleged 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.

V. STONE CREEK LANE CONDOMINIUM ASSOCIATION COLLECTION POLICY:

The annual budget, which details the Common Expenses of the Association, is prepared and based on the maintenance assessment collection. The annual budget is approved by the Board of Directors for the upcoming year prior to December. This budget total is then utilized in calculating each Unit Owner's assessment obligation.

- A. Unit Owners are assessed monthly assessments beginning on January 1 of each calendar year. The Management Company will annually issue billing coupon books to Unit Owners prior to the commencement of the calendar year unless a Unit Owner is already enrolled in automatic deduction.
- B. All assessments are due on the 1st day of the month and are considered late if not received by the 10th of the month. Returned check fees will be charged back to Unit Owners. Direct debit is also available through the Management Company.
- C. After the late date, an administrative late charge of \$25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
- D. The Association will apply any payments in the following order:
 - 1) Interest and/or administrative late fees owed to the Association;
 - 2) Collection costs, attorneys' fees incurred by the Association;
 - 3) Collection costs, attorney's fees and paralegal fees the owners Association incurred in collection the assessment; and, finally,
 - 4) Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
- E. 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, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
- F. While a foreclosure case is pending, partial payments may not be accepted unless through a formalized payment plan or Receiver, approved by the Court.
- G. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, 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.

H. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

This procedure remains in effect until duly changed by the Board.

VI. COMPLAINT PROCEDURE:

Stone Creek Lane Community Association Declaration Bylaws and Rules define the standard of living Occupants may expect from our communal environment. These documents are designed to reasonably protect the rights of each Occupant, but policy and procedure cannot replace common courtesy and the need to communicate with one another. Before filing a complaint about a neighbor, please take the time to have a personal discussion. Neighbors talking with one another, in a non-threatening way, can achieve results in a friendlier fashion. Our community spirit lies within each Occupant.

1. Complaints against anyone violating the Declaration, Bylaws, or Rules must be
submitted to the Management Company in writing and must contain the name, date,
address, and telephone number of the individual filing the complaint.
2. The Board/Management Company will, in most instances, contact the alleged
responsible Unit Owner after receipt of an initial complaint, and a reasonable effort will
be made to gain the Unit Owner's agreement to cease the violation.
3. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be
subject to an enforcement assessment in accordance with the Enforcement Policy.
4. 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.

VII. LIST OF RESPONSIBILITIES:

The following is a list of basic responsibilities of the Unit Owner, the Association, and the City of Twinsburg. The list by no means represents every possible situation.

UNIT OWNER RESPONSIBILITIES

- Air-Conditioning Units: All heating, cooling and ventilation equipment, including the pad for the air conditioning compressor
- Back shrub beds
- Cleaning and Inspection of Fireplaces and Chimneys
- Damage Caused by Guests, or Occupants
- Dryer Vent Maintenance
- Individual Mailbox Keys
- Insurance (Personal Liability, Casualty Insurance on Personal Property and Unit Improvements)
- Interior pest/critter control
- Landscaping damage by pets of the Unit Owner or anyone living in or visiting their Unit
- Outside Faucets
- Payment of Assessments
- Personal Contractor Damage
- Providing Management Company with changes of Occupancy information (e.g. names and home and business telephone numbers and mailing addresses)
- Replacement and Upkeep of Doors (Including Garage) and Windows
- Retrieving newspapers in the same day as newspaper delivery
- Satellite Dishes
- Shoveling Walkways that serve the Unit
- Critter control and pest control within the Unit or Limited Common Elements
- Upkeep of Fences located within the Limited Common Elements
- Upkeep of season rooms, patios, and decks

ASSOCIATION RESPONSIBILITIES

- Address signs and placards
- Common Element, Limited Common Element, and Unit insurance (excluding Unit Owner improvements to Unit and personal property)
- Common Elements
- Contractors for the Association (those hired for the Association such as landscaping)
- Creek maintenance
- Critter control within Common Elements
- Exterior concrete repair
- Common Element pest control
- Front lights

- Gazebos
- Gutter and roof maintenance
- Kick boards (underneath door kick plates)
- Painting of the Unit exterior (excluding doors)
- Front and side (not back) shrub bed maintenance
- Reasonable landscaping maintenance, including fertilization of lawns, front and side bed maintenance (not back), and reasonable snow removal from driveways, cul-de-sac, gazebos
- Retaining Walls for the Association
- Shutter and siding maintenance
- Streetlight malfunctions (Ohio Edison)
- Water and sewer lines outside the Unit boundaries or serving multiple Units

CITY OF TWINSBURG RESPONSIBILITIES

- Critter Control (such as Mosquitoes)
- Noise Disturbances
- Parking on the City street
- Rubbish pickup and recycling
- Solicitation Permits
- Street maintenance and street snow removal (SCL is a dedicated street)

VIII. IMPORTANT ADDRESSES AND TELEPHONE NUMBERS:

Reserve Realty Management

Jonelle Dittrich, Community Association Manager

480 West Aurora Road

Sagamore Hills, Ohio 44067

jdittrich@reservemgmt.com

330-467-0828 (x210) or Direct: 330-542-6410 (M-F, 9:00 a.m. - 5:00 p.m.)

Emergency (after hours): 216-903-4109

<http://reserverealtymanagement.com/>

Emergency Numbers

911	Emergency Police/Fire/Medical
800-222-1222	Akron Regional Poison Control Center
330-643-2181	Summit County Sheriff
330-433-6200	State Highway Patrol - Akron

Non-Emergency Numbers

330-425-1234	City of Twinsburg Police Department
330-425-3131	City of Twinsburg Fire & Rescue
330-425-7161	Twinsburg City Hall (Ward 2 City Council)

Note that you can sign up for emergency alerts (provided by email, phone, or texts) on the Twinsburg City website: <https://www.mytwinsburg.com/>.

IX. DEFINITIONS:

This section identifies commonly used terms used throughout this Handbook.

Association: The Association is defined as a not-for-profit corporation consisting of members who are Unit Owners; it is governed by a Board of Directors elected by the Unit Owners at the annual meeting. All persons who purchase Units in the Condominium Property are bound by the terms and conditions outlined in Section 5311 of the Ohio Revised Code, the Association's Declaration of Condominium Ownership, Bylaws and the Rules promulgated by the Board. This means that the Unit Owner is subject to certain restrictions and responsibilities, such as limitations on certain activities, payment of monthly assessments and assessments, etc.

Board of Directors: Stone Creek Lane Condominium Association is governed by a duly elected Board of Directors. This five-person Board draws up specifications; awards contracts for the upkeep of the Common Elements; decides policy; promulgates Rules as necessary; creates a budget annually; and oversees the financial condition of the Association. The terms are staggered so that two members are elected in odd-numbered years and three members are elected in even-numbered years. The Board members serve without compensation.

Condominium: The term Condominium is legally defined as a form of property ownership where Common Elements are jointly owned by all Unit Owners and governed through an Association. Specific Rules govern the actions of all Unit Owners, Occupants, and guests of the Association. As part of the act of purchasing a Unit in the Condominium Property, Unit Owners agree to abide by these Rules for the common good of the group.

Common Elements: These are those portions of the Condominium Property used by all the Unit Owners. Everything that is not a Unit is part of the Common Elements.

Declarations and By-laws: These are the legal documents that govern our Association. They define the Association, its property, and its government, as well as the responsibilities of Unit Owners and the Association. Each Unit Owner should have received a copy of these governing documents when signing the closing paperwork on the purchase of his/her Unit.

Limited Common Elements: These are portions of the Common Elements that are designated for the exclusive use of a Unit or Units.

Assessments: Referred to as "assessments" in the governing documents, assessments are paid each month by the Unit Owners to cover a proportional share of the Common Expenses of the Association. Each Unit Owner's fee is based on his/her percentage of ownership as it compares

to the total annual Common Expenses of the Association. Your exact monthly assessment is calculated using the following formula: (Percentage of Interest) x (Annual Budget Total) =/ 12 Months.

Management Company: An agency that is contracted by the Association to provide services and to perform the administrative work of the Association including the billing of assessments. The Management Company also acts as a liaison between the Unit Owners and the Board of Directors as well as with the contractors hired by the Board of Directors. The Management Company assigns a manager to assist in the day-to-day operations of the Association.

Percentage Interest: The percentage interest of ownership represents the amount that a Unit Owner owns of the Common Elements. The percentage interest for each Unit can be found in the Declaration, as amended. The percentage interest for the Units was determined by the developer. To change the percentages of interest requires 100% consent of the Unit Owners.

Reserves: Per the laws of the State of Ohio and the governing documents, the Board must adopt and amend budgets for reserves in an amount adequate to repair and replace major capital items in the normal course of operations, without the necessity of special assessments

Unit: The portion of the Condominium Property that you own and where you live. Each of the Units consists of all of the space bonded by the interior surfaces of the perimeter walls, floors, and ceilings necessary to form a complete enclosure of space, including the decorated surfaces and drywall. The Unit also includes windows, doors and utility fixtures and lines, pipes, and wires within the Unit boundaries and serving only the Unit. The person who owns a Unit is a referred as a "Unit Owner."

X. DOCUMENTS:

On the following pages you will find the documents referred to in this Handbook.

**PROJECT APPROVAL REQUEST FORM – STONE CREEK LANE
CONCOMINIUM ASSOCIATION**

Please use this form to submit a request for **ANY** change to the Common Elements, Limited Common Elements, or that is visible from the Unit exterior. Please type or print clearly.

Note: Work is not permitted to begin without prior, written approval from the Board. A detailed request aids understanding and speeds the review process. This form and any supporting documentation must be received by the Management Company at least 10 business days before the Board Meeting. A response will generally be sent within a few days after the meeting detailing the Board's decision. The Board's approval of any proposed project does not include any verification that the required local building permits or other applicable approvals will be issued.

Unit Owner(s) Name: _____

Address: _____

Request submitted for (explanation): _____

Project start date: _____

Project completion date: _____

Contractor performing the work: _____

Please include adequate documentation to support your request, detailed plans depicting proposed size, quantity, location, colors, materials, textures, design and surrounding improvements, photographs, brochures, sample materials, and written specifications should be submitted, along with a Project Approval Request Form, for the Board's review.

If you are sending your request by email, please be sure to include all of the above information (the form is not required if you are making your request through email).

Request to Inspect Records

Instructions and acknowledgement: This request form must be completed by any Unit Owner desiring to inspect or receive copies (including receiving copies or other information by mail or email) of any Association books of account, meeting minutes, membership roster, or other Association documents ("Records"). Requests for records will be available for inspection no more than five business days after the Association receives the written request; any requests for copies, whether received by regular mail or email, will be provided up to 10 business days after the request is received. These timeframes may be extended if the records requested are voluminous. During an inspection, the Unit Owner may request that certain Records be copied. The copies will be made available within three business days of the date they are requested. Copies that need to be mailed will be made available within 10 business days.

The Association requires that the Unit Owner provide the reason for each Record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association's goal and intent is to allow inspection of most Association Records. However, given the personal and legal nature of some Records, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Inspections of the Association's Records must take place during normal business hours at Reserve Realty Management.

All inspection, copying, and mailing charges will be the Unit Owner's responsibility and will be assessed to the Unit Owner's account. Original Records may not be removed from the inspection location.

This form must be completed in full, signed, and dated in order to process the request.

Unit Owner's Name: _____

Address: _____ Phone Number(s): _____

	Record Requested	Reason and Purpose of Request
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Preferred inspection dates and time: _____

Do you anticipate making copies of any Records to be inspected? _____ Yes/ _____ No

If you prefer receipt of copies of the Records listed above via regular U.S. Mail to an actual inspection, please check here: _____

The charges will be assessed to your account. If the charges are expected to exceed \$25.00, do you wish to receive a total estimate of the charges before receiving the Records? _____ Yes/ _____ No

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any Association Records for any reason or purpose other than as stated above. I agree to indemnify, defend, and hold Stone Creek Lane Condominium Association, its Board members, officers, and its managing agent, and their respective successors, heirs, and assigns, harmless for any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, or receipt of copies of Association Records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board.

Unit Owner Signature

Date

STONE CREEK LANE CONDOMINIUM ASSOCIATION COMPLAINT FORM
THIS FORM MUST BE SIGNED

Nature of Complaint (animal, noise, etc.): -

Location: _____

Number of Occurrences: _____

Date(s) of Violation: _____

Time(s) of Violation: _____

Name of Offender (if known): _____

Details. Be Specific Please: _____

Was Any Attempt Made to Resolve This Problem (circle one): Yes No

If "Yes", What Were the Results? _____

Name (please print)

Signature (**Required**)

Your Address

RECEIVED BY ASSOCIATION:

Date

Manager or Other

Disposition: _____

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.

**NOTICE TO INSTALL SATELLITE DISH WITHIN INDIVIDUALLY-OWNED OR LIMITED COMMON ELEMENT PROPERTY
AND WAIVER AGREEMENT**

Occupant Name(s): _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Type of Dish: _____ Direct broadcast satellite _____ Diameter measurement _____

____ Television broadcast antenna

____ Multipoint distribution service Diameter or diagonal measurement _____

Company Performing Installation: _____

Identify Installation Location*: Patio/Deck ____ Mulch bed ____ Other* ____
(Drawing indicating location must be attached to this form when submitted)

*Other (Describe in detail): _____

Date of installation: _____

Please indicate the method of installation: _____

Type of screening to be used to shield dish from view: _____

Will the installation comply with all Association rules and restrictions for installing satellite dishes (which include installation in compliance with manufacturers' guidelines and applicable building codes)? **Yes** ____ **No** ____

If **no**, please provide three days and times for which you are available to meet with the Board to discuss dish installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

Is a mast necessary for reception? **Yes** ____ **No** ____

If **yes**, will the mast extend above the roof line, i.e. gutter? Yes ___ No ___

If **yes**, then you must meet with and obtain Board approval before installation work begins.

I will comply with all the Association's rules and restrictions for installing, maintaining, repairing, replacing, using, relocating and removing dish(es) and any structures, fixtures, wiring, or screening materials associated with the dish(es). I assume liability for any damage to Association and other Owners' property that occurs due to dish installation, maintenance, repair, replacement, use, relocation, or removal. I will indemnify, defend, and hold the Association, its Board members and officers, managing agent, employees, and Owners and Occupants, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, repair, replacement, use, relocation, or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures, wiring, or screening materials associated with the dish(es) that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, repair, replacement, use, relocation, or removal of the dish(es), including any and all expenses incurred for moving the dish(es) on a temporary basis to enable the Association to maintain all portions of the Condominium Property for which it is responsible.

Signed: _____

Date: _____