

Table of Contents

Subject	Page No.
Welcome to MacIntosh Farms	1
Items Requiring Board Approval	2
Items Requiring Board Notification	2
Rules and Information for MacIntosh Farms	3
Topics are listed in alphabetical order as follows:	
Additions and Alterations	3
Amendments to the Association Documents	4
Animals	4
Association	4
Association Board Meeting (Quarterly)	4
Bicycles/Tricycles Etc.	5
Board of Managers	5
Board of Managers Monthly Meetings	6
Business	6
Chimney Cleaning	6
Common Areas	7
Common Courtesy	7
Condominium	8
Condominium Association	8
Contractors	8
Damage to Units & Common Areas	9
Decks, Patios and Porch Enclosures	10
Declaration and Bylaws	10
Dryer Vents	11
Emergency Repairs	11
Entrance Doors	12
Exterior Changes	12

Table of Contents

Subject	Page No.
Fireworks	12
Flags	12
Flower Beds	13
Garage Doors	13
Garage Sales	13
Hanging Baskets & Flower Boxes	14
Holiday Decorations	14
Housing	14
Insurance	14
Invisible Electric Fences	15
Landscape Lighting	15
Lawn Decorations	16
Lawn, Shrub and Tree Maintenance	16
Lease	17
Limited Common Areas	17
Litter	18
Management Company	18
Maintenance of Unit Interior	18
Maintenance Fees Lien Procedures and Cost of Collection	18
Mulch	19
Noise	19
Painting	20
Parking	20
Percentage of Interest	21
Penalties	21
Pets	21
Real-Estate Signs	21
Recycling	21

Table of Contents

Subject	Page No.
Repairs	22
Retention Basins	22
Rubbish (a.k.a. garbage, trash)	22
Rules, Declaration, Bylaws Enforcement	23-25
Sale of Condominium Unit	25
Satellite Dishes and Antennas	26
Skylights	26
Storage	26
Storm Doors	27
Streets	27
Street Lights	27
Surveys	27
Toys, Sport and Recreational Equipment	28
Vehicles	28
Waste	28
Weeding of Flower/shrub Beds	29
Window Treatments	29

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

MacIntosh Farms Condominium No. 2 Owner's Association, Inc. is a small community of seventy-two units. It offers a life style of both shared responsibilities and autonomous living. The owners share in the financial responsibilities of the property and maintenance in order to enjoy the other benefits that life has to offer. As such, owners, residents and their guests accept certain freedom limitations in order to achieve a comfortable living style for all.

Condominium ownership is unique, a somewhat different type of property ownership as compared to private home ownership. Accordingly, condominium living is somewhat different from other types of residence life, such as experienced by apartment dwellers and private home owners. Some first time condominium residents are surprised to learn that they are subject to rules and regulations that govern and limit their rights to the condominium property. Moreover, unit owners have an obligation to pay a share of the condominium associations expenses, as mandated in the association documents.

The purpose of this booklet is to explain how our condominium association functions, how it is governed, and the rights and obligations of each condominium unit owner. We ask you to keep this booklet handy as a reference when questions arise.

The Board of Managers is given the authority to establish and enforce these rules and regulations in accordance with the Declarations and Bylaws of the Association.

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

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

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

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

Alterations and Additions

1. All structural or aesthetic changes in the common areas or limited common areas are prohibited without prior written approval of the Board.
2. Plans for changes must be submitted to the Board of Managers in writing.
3. Work may be performed by a contractor or the unit owner.
4. Plans must include specifications of the proposed project, a drawing showing the features and location of the addition, or alteration.
5. Commencement of work is prohibited without receipt of written approval of the Board.
6. Documents reflecting the owner's liability, responsibility for maintenance, and duty to notify any future owner of the responsibility of liability and maintenance of the alteration or addition must be signed by a representative of the Board and owner prior to the start of work operations.
7. Project request forms and additional documents required can be obtained from the Management Company.
8. Obtain building permits from the Building Department, at city hall.

Items Requiring Board Approval

1. Structural changes to the appearance of the common or limited common areas.
2. Addition of decks, patios, and porch enclosures.
3. Addition of storm doors.
4. Landscape lighting.
5. Mulch applied by unit owner. (Other than that provided by the Association contracted landscaper for unit owner installation.)
6. Addition of trees, shrubs, plants and flower beds outside of the four foot allowed area of the unit foot print.

For all the above items project approval request forms should be obtained from the Association contracted Management Company.

Items That Require Notification of the Board of Managers

1. Sale of condominium ownership.
2. Name and credentials of contractor performing work operations other than those directed by the Board of Managers.
3. Addition of T.V. antennas and satellite dishes.

Amendments to the Association Documents

The governing documents of MacIntosh Farms Condominium No. 2 may be amended from time to time by a vote of Unit Owners. In most instances, it requires 75% of the voting interest to approve an amendment.

Animals

1. No animals, such as, rabbits, livestock, fowl or poultry shall be raised, bred or kept in any unit or in the common or limited common areas.
2. Dogs, cats or other household pets may be kept in the units, subject to the rules adopted by the Board of Managers, provided they are not kept, bred or maintained for commercial use.
3. If any such pet were to cause an unreasonable disturbance or nuisance, the pet can be permanently removed from the property upon three days written notice from the Board of Managers.
4. When pets are outdoors, they must be on a leash at all times.
5. Pet owners are responsible for the immediate and complete clean-up of their pets' waste.

Association

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

Association Board Meetings (Quarterly)

Association Board meetings are held quarterly, (January, April, July and October) on the third Thursday of the month, at the Red Barn in MacIntosh Farms. Meeting dates are established

at the beginning of the year, and residents are notified of scheduled meeting dates. The official notice of meeting dates and times are confirmed as part of the monthly maintenance fee billing statement for the month the meeting is to be held. These meetings are held so members can voice their concerns during a segment of the proceedings. The Association Annual Meeting is held on the third Thursday of February for the sole purpose of the election of Board Members whose term of office has expired.

Bicycles/ Tricycles Etc.

1. Bicycles, tricycles and other wheeled sport or recreational equipment are not permitted to be ridden on the grassy areas of the condominium property.
2. Anyone using this type of recreational equipment on the property roadways does so at their own risk.
3. All roadways are dedicated streets, and owned and maintained by the City of Broadview Heights.
4. Bicycles, tricycles and other recreational equipment should be properly stored in garages or other appropriate areas.
5. Outside storage is not permitted in the common or limited common areas.

Board of Managers

The MacIntosh Farms Condominium No. 2 Owner's Association, Inc. is governed by a duly elected Board of Managers. The Board consists of Association members, elected to serve all unit owners.

The duties of the Board are to draw up specifications and award contracts for the upkeep of the common areas, decide policy, establish reserve accounts for long range maintenance projects of the common areas and oversee the financial status of the Association. The Board

(Board of Managers cont'd.)

may also establish the rules and regulations for the day to day operations of the Association. The Board may also recommend and request a vote by the Association Members to amend the Documents of the Association as conditions may warrant.

The actions of the Board are subject to the Declaration and Bylaws of MacIntosh Farms Condominium No. 2 Owner's Association, Inc., along with The Ohio Revised Code, Section 5311. Members of the Board serve the Association without compensation.

Board of Managers Monthly Meeting

The Board of Managers normally meet on the third Thursday of the month. Although subject to change, Meetings start at 7:00 P.M.. These meetings are normally held at the home of one of the Board Members. Anyone wishing to attend a monthly Board meeting should contact a Board Member to confirm the date, time and place.

Business

1. No business, industry, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designated for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the MacIntosh Farms Condominium No. 2 Owner's Association Inc. property.
2. No signs are permitted on the exterior or as viewed from the window of any unit interior for the purpose of advertising a service or product of any kind.

Chimney Cleaning

1. Some units have chimneys that are approved for the burning of fire wood.
2. Unit owners are responsible to service the chimney as required. This includes cleaning.
3. Chimneys must be cleaned and inspected at least every two years.

Common Areas

The Common Areas and Facilities include, unless otherwise provided in the Declaration, the following parts of the condominium property:

1. The land described in the Declaration; and all other areas, places and structures that are not part of a unit.
 - A. The Common Areas cannot be obstructed in any way nor can anything be stored or constructed in the Common areas without prior written Board approval.
 - B. Clothes lines are prohibited. Hanging or exposing, sheets, blankets, and /or other articles on any part of the Common or Limited Common Areas is prohibited.
 - C. The Common Areas shall be kept free of rubbish, debris, and other unsightly materials.

Common Courtesy

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

For example:

- Not all residents like pets, so be sure your pet does not become a nuisance to others.
- If your pet makes a mess on the common property, be sure to clean it up. Do not make others clean up after what is your responsibility. This should also include all areas of MacIntosh Farms, not just our Association Property.

(Common Courtesy cont'd.)

- The type of music you may like is not necessarily the type others in the immediate area may like. Play radios and stereos at a volume that does not disturb others. Excessively loud music or any other received transmission will not be tolerated.

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

Condominium

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

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

Condominium Association

Unit owners make up the membership of the "Condominium Association". All persons who purchase a condominium unit agree to be bound by the terms as outlined in Chapter 5311 of the Ohio Revised Code, the Association Declaration, By-Laws and rules and regulations of the MacIntosh Farms Condominium No. 2 Owners Association, Inc. This means that he/she agrees to certain restrictions and responsibilities, such as limitations on certain activities, the payment of monthly fees and assessments

Contractors

1. When hiring a contractor for interior repairs, or for alterations or additions involving the common areas, the contractor must have adequate public liability insurance coverage, workman's compensation, property damage insurance, contractors protective public liability insurance, in the event the contractor should sub

contract any portion of the work being performed, and finally automobile liability insurance.

2. If any of the above coverage's are inadequate and an accident should occur requiring payment of a claim the unit owner could be liable for additional monies resulting from the short fall in the contractors insurance.
3. It is recommended that the contractor be licensed and certified to perform work in the City of Broadview Heights.
4. It is advisable to determine if the work to be done will require a building permit. This can be obtained from the Building Department of the City of Broadview Heights. This could insure that all work is properly completed.

Damage to Units & Common Areas

1. Damage is defined as intentional or accidental changes in the appearance or function of the property, including buildings, land, trees, shrubbery and plantings etc.
2. Damage of such items will be repaired in a timely fashion at the expense of the unit owner/tenant.
3. If repairs are not performed in a time period the Board of Managers deems to be acceptable, the Board will have the option to have the damages repaired and assess the unit owners for said repairs.

Examples:

- Broken windows, whatever the cause.
- Damage to a unit or grassy common areas caused by a unit owner's, tenant's or guest's vehicle.
- Electrical fire due to unit owner/tenant over loading an electrical circuit.

(Damage to Units & Common Areas cont'd.)

- Water damage due to negligence.
- This applies to unit owner, lessee, tenants, their families and guests, invited or not.
- Decks, Patios And Porch Enclosure**
1. The installation of decks, patios and porch enclosures is prohibited without prior written Board approval.
 2. To apply for the required approvals obtain an application for a deck, patio or porch enclosure license from our Management Company.
 3. The applications contain all the requirements and information to be provided to the Board for the construction of these additions.
 4. Applications and licenses are required whether the unit owner or a contractor is doing the construction work.
 5. Decks, patios and porch enclosures are not to be used as storage areas and should be kept neat and uncluttered.
 6. **Please note: building permits are required for some projects.**

Declaration and Bylaws

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

1. Each unit owner, at the time of the placement of good faith monies for the purchase of a unit, receives a complete set of The Declaration and Bylaws of MacIntosh Farms Condominium

No. 2 Owners' Association, Inc. along with those of the Master Association.

2. It is the unit owners responsibility to turn these documents over to the next individual purchasing the unit.
3. Along with these documents, the unit owner is also required to provide the buyer with a copy of the rules and regulations booklet.
4. The unit owner is also required to notify the prospective buyers of any additions and alterations to the unit, which they will be responsible to maintain. They would also be liable for any problems that may result from the additions and alterations.

(See Sale..)

Dryer Vents

1. The maintenance and cleaning of dryer vents is the responsibility of the unit owner. In some cases the vent run is a considerable distance before reaching the outside exit.
2. Vents should be checked and cleaned periodically to insure they are free of lint build up. Another problem is birds building nests in the dryer vents.
3. Check the dryer vents at least every two months for these potential fire hazards.

Emergency Repairs

For emergency repairs, owner/tenant is to contact the Management Company, even if the item requiring repair is still under warranty. **See last page of booklet for Management Company phone number.**

Entrance Doors

1. The front entrance doors were painted by the developer in various color schemes to complement the siding.
2. The Association may elect to re-paint the doors, as necessary, in order to maintain a uniform appearance.
3. Secondary entrance door color schemes must conform to the color of the main entrance door.

(See Storm Doors)

Exterior Changes

1. The exterior appearance of any unit or common area may not be changed in any way without prior written Board approval.
2. Owner/tenant shall not permit anything to be hung, or altered in the common or limited common areas of a unit without prior written approval of the Board.
3. All curtains, drapes, shades, blinds, hung from any window or glass door must be **white or beige** in color.

(See Window Treatments.)

Fireworks

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

1. American flags may be flown from designated holders and under appropriate conditions: dawn to dusk unless lighted after dusk.

2. Flag holders must be installed in a manner so as to cause minimal damage to the unit siding.
3. All damage caused by the flag holder will be repaired at the expense of the unit owner/tenant.

Flower Beds

Do not confuse this rule with the original flowers, shrubs etc. installed by the developer. This rule pertains to any additional flower bed installed by the unit owner.

The basic rules are as follows:

1. Plan ahead, plant bulbs, shrubs flowers etc. that are pleasant for all to view.
2. Limit the beds to no more than four feet from the unit foot print.
3. Tomato and pepper plants and such may be planted in pots and placed in the bed areas. Please note, pots are to be above ground.
4. Do not plant items that could grow to such a height that would obstruct your neighbor's view.

Garage Doors

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

Garage Sales

To prevent unwanted traffic on Macintosh Lane and Association cul-de-sacs, individual and collective garage sales are prohibited.

Hanging Flower Baskets & Flower Boxes

1. Flower baskets are prohibited from being hung from gutters.
2. Mounting flower boxes to window frames is also prohibited.
3. If hooks are screwed into walls or overhanging areas of porches, to hang flower baskets, or the siding penetrated to install flower baskets, it will be the unit owner's responsibility to restore these areas to their original condition upon removal of the flower baskets or flower boxes.

Holiday Decorations

1. Holiday decorations are permitted.
2. They may be displayed at a reasonable time prior to the holiday and must be removed within two weeks after the holiday (weather permitting).
3. Any damage resulting from the installation of the decorations (fascia, siding, gutters etc.) will be the unit owner's responsibility to repair.

Housing

1. No part of the common area shall be used for other than housing and related common purposes for which it was originally designed.
2. Each unit shall be used as a residence by the unit owner/ tenant and his or her family or by the lessees and his/her family.

Insurance

1. The MacIntosh Farms Condominium No. 2 Owners' Association Inc. provides casualty and liability insurance on all the Common Areas and structural components of the buildings.

2. The provisions of our insurance coverage is that replacement is guaranteed to the units original specifications (minus developer or owner added upgrades). The additional cost of insurance to cover upgrades is the unit owners responsibility.

3. There is a one thousand dollar deductible per occurrence clause in the policy.
4. Unit owner/tenant should obtain insurance to cover personal property and additional coverage to provide for any upgraded items, alterations and additions.

Invisible Electric Fences

1. Invisible electric fences for the purpose of restraining pets to specific areas are prohibited.
2. When out of doors all pets (dogs, cats etc.) **must be on a leash.**
3. Pet owners are responsible for cleaning up after their pet
4. It will be the responsibility of the pet owner to repair any damage to the grass, shrubs, plants etc. caused by their pet at their own expense.

(See Animals)

Landscape Lighting

1. Installation of landscape lighting is prohibited without prior written Board approval.
2. All request must include type, wattage, and source of power for transformer, if required.
3. Lights are only permitted to be installed in the areas between the sidewalk and garage foot print and the area in which the developer planted shrubs, plants etc. immediately in front of the unit.

(Landscape Lighting cont'd.)

4. Lights are prohibited in all other locations.
5. The maintenance for the added lighting along with any liability that may be incurred due to their installation will be the responsibility of the owner.

Lawn Decorations

Lawn decorations, other than holiday decorations, are prohibited.

(See Holiday Decorations)

Lawn, Shrub and Tree Maintenance

1. It is the responsibility of the Board of Managers to contract for lawn, shrub and tree maintenance.
2. All grassy areas and original area that the developer planted shrubs, plants and trees will be covered by these contracts.
3. The owner/tenant is responsible for maintenance of any additional shrubs, plants or trees added at his/her expense.
4. It will also be the responsibility of the unit owner/tenant to repair or replace any or all of the above that are destroyed due to negligence by owner/tenant, guest, or by pets. (Failure to water grass, plants, trees and shrubs would be an example of negligence.)
5. In the event your time restraints are such that you can't water, contact the Management Company to see if arrangements can be made to have this service provided at your expense.

Lease

1. "For Rent" signs are prohibited.
2. Renting, leasing or sub-leasing a unit for transient or hotel purposes, as defined as periods of less than six (6) months, or hotel, laundry, and similar services, or roomers/ borders, is prohibited.
3. The unit owner must provide the Management Company with the following information before the tenant can take up residence:
 - a. Copy of lease;
 - b. Full tenant name;
 - c. Names of all occupants of the unit;
 - d. Telephone number of tenant.
4. The unit owner is responsible for making the tenant aware of the Rules of MacIntosh Farms Condominium No. 2.
5. The unit owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The unit owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
6. The lease document must contain a clause making it subject to the covenants and restrictions in the MacIntosh Farms Condominium No. 2 Declaration, Bylaws, and Rules.

Limited Common Areas

The term "Limited Common Area" refers to the common areas that are for the exclusive use of the unit owner. Here at MacIntosh Farms Condominium No 2, the limited common areas include, unit porches, sidewalks, and patios that were installed as part of the original unit.

Other limited common areas are decks, patios etc. which have been constructed with the approval of the Board of Managers.

Litter

1. Littering is prohibited.
2. If litter is encountered in the common or limited common areas, we should pick it up. No service has been provided to perform this service task. This should be the responsibility (and pride) of all of us living here.

Management Company

The Management Company under contract to the Association will provide management services and perform the routine operations of the Association. Among these duties is the billing of maintenance fees. The Management Company also acts as a liaison between the Board of Managers, and the contractors hired by the Board of Managers. They can be reached daily, between the hours of 9 A.M. and 5 P.M., Monday - Friday.
See the front of this booklet for the Management Company phone number.

Maintenance of Unit Interior

The Association or its agent may enter any unit when entry is in connection with the maintenance of, or construction for which the Association is responsible. It may also enter the common and limited common areas of a unit for the purpose of inspecting the unit for possible items that may require repair. Every effort will be made to do the inspection with as little inconvenience to the unit owner/tenant.

Maintenance Fees Lien Procedures and Cost of Collection

1. Maintenance fees and assessments are due on the first (1st) day of the month and considered late if not received by the tenth (10th) of the month.

2. An administrative late charge of twenty-five dollars 25.00) per month shall be charged for any late payment and on any unpaid balance. (Subject to increase upon further notice).
3. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
4. Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
5. If any owner fails to perform any act the he/she is requested to perform by the Declaration, Bylaws or the Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, such performance or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expense.

Mulch

1. Our landscaping contractor will mulch the flower beds, tree rings and around the air conditioners as needed.
2. Unit owners wishing to do their own mulching can do so by sending a letter to the Management Company. A list will be compiled and the landscaper notified to not mulch your area. Mulch will be left in an area you designate for your use.

Noise

1. Noise that disturbs other residents is prohibited.
2. No noxious or offensive activity shall be carried on in any unit or the common or limited common areas and facilities, nor shall

(Noise cont'd.)

anything be done therein to become an annoyance or nuisance to others.

3. If noise is excessive, contact the party or parties creating the disturbance.
4. If action is not taken to reduce the noise to an acceptable level, contact the Broadview Heights Police Department.
5. The Board of Managers should be contacted via the "Complaint Procedure" as outlined in the "Rules, Declaration, Bylaws Enforcement" for the appropriate action.

Painting

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

Parking

1. Residents must use the garage and the area immediately in front of the garage as the primary parking areas.
2. Parking is prohibited in the road way leading to the cul-de-sac or in the cul-de-sac itself.
3. The guest parking areas located in the cul-de-sacs are for guest only.
4. Owners are to only use these areas in emergencies and with prior written approval of the Board.

Percentage of Interest

The percentage of interest determines the monthly maintenance fees for unit owners/tenants. The percentage is computed in the proportion to the square footage of each unit as it bears to the aggregate square footage of all units in accordance with the Declaration.

Penalties

The Board of Managers has the right to insure that all Unit Owners/Tenants comply with the Declaration, Bylaws, and the Rules and Regulations of the MacIntosh Farms Condominium No. 2 Owners' Association, Inc.. Penalties will be only charged in accordance with the procedures outlined in the "Enforcement" section. (See Rules Violations for Board procedure)

Pets

(see Animals)

Real-estate Signs

Realtors or unit owner may only use two "open house" signs, on the Association property. One at the unit and one at the entrance to the Association property. It must be removed no later than one hour after the close of the open house hours.

Recycling

1. The City of Broadview Heights has instituted a recycling program.
2. Everyone is asked to separate recycled items into four categories; glass, tin, aluminum, and paper.
3. Each is to be placed in a blue bag, except for paper which may be bundled or placed in a brown shopping bag. Stage the recycled items in location other than that used for garbage etc. to reduce confusion. They will be picked up on Fridays unless the Friday is

(Recycling cont'd.)

a holiday then it will be picked up on the next working day. Please anchor the bags to prevent them from blowing around the area.

Repairs

1. Any damage of the common property caused by the negligence of the unit owner/ tenant is deemed to be the responsibility of the unit owner to repair.
2. The unit owner has the option of self contracting for the repair or allowing the property manager to arrange for the repair.
3. If the owner/tenant selects the option of the property manager to arrange for the repair, the owner will be assessed for the cost of repairs along with their next monthly maintenance fee.
4. It will the responsibility of the unit owner to exercise this option in a timely manner. (No later than one week after notification of damage caused due to negligence.)

Retention Basins

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

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

1. Rubbish may not be put out before 7:30 P.M. of the evening before the scheduled collection day.
2. If you are going out of town that day, coordinate with your neighbor to set your rubbish/trash out and remove the container(s) from the common area at the appropriate time.

If you use a container for your refuse it must be removed from the common area no later than 7:00 P.M. of the date the collection is made.

Rules, Declaration and Bylaws Enforcement

A. Complaint Procedure

1. Complaints against anyone violating the rules of the association must be submitted to the Management Company **in writing**, and must contain the violation, date of violation, name of the resident committing the violation, your unit address, phone number and signature of the individual filing the complaint.
2. The Management Co., at the direction of the Board of Managers, will contact the alleged violator after receipt of the written complaint and a reasonable effort will be made to gain the owners/tenants agreement to cease the violation

B. Enforcement Procedure and Assessment for Rule Violations

1. The unit owner shall be responsible for any violation of these rules by the unit owner, guests, or the occupants, including tenants, of his/her unit.
2. A rule violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the responsible unit owner.
4. In addition to any other action and in accordance with procedure outlined in section No.6 below, a penalty assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, a per day penalty, may be levied by the Board on any owner found to be in violation of a rule.

5. All cost for extra cleaning and/or repairs stemming from the violation of a rule will also be added to the responsible unit owner's account.

6. Prior to the imposition of a penalty assessment for a rule violation, the following procedure will be followed:

a. Written demand to stop the alleged violation will be served upon the alleged responsible unit owner specifying:

1. The nature of the violation;
2. The action required to abate the alleged violation; and
3. A seven-day time period during which the violation be abated without the imposition of an assessment, if the alleged violation is a continuing one, or a statement that any further alleged violation of the same rule may result in the imposing of an assessment.

b. If the same rule is allegedly violated past the time period specified above, or over a period not to exceed twelve months, the Board will serve the owner written notice of a hearing to be held by the Board. The notice shall contain:

1. The nature of the alleged violation;
2. The time, date and place of the hearing, including at least fourteen (14) days notice;
3. A request for the responsible unit owner to attend the hearing and supply a statement or evidence on his/her behalf; and
4. The intent of the Board to impose up to a fifty dollar (\$50.00) assessment per violation occurrence.

c. At the hearing the Board and the alleged responsible unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the unit owner to abate action, and intent to impose an assessment shall become part of the hearing minutes. The assessment will only be imposed by the unanimous vote of the Members of the Board then present at the hearing.

Sale of Condominium Unit

1. "FOR SALE" signs are prohibited. One (1) professionally printed "OPEN HOUSE" sign, however, is permitted in front of the unit and one (1) at the entrance of the development during the hours of the open house only.
2. After a sales agreement has been executed and at least thirty (30) days prior to transfer, the unit owner, or Realtor must notify the Management Company to make arrangements for a maintenance fee update and certificate of insurance for the buyer.
3. At the same time as above, the unit owner must provide the following:
 - a. Name, address and phone number of purchaser;
 - b. Sales price; and
 - c. Mortgage.
4. The Management Company will coordinate the paperwork with the banks, realtors, appraisers and escrow agent. A transfer fee of fifty dollars will be charged for these services to the seller and paid out of the escrow proceeds due the seller at the time of title transfer.
 - a. Copy of the Declaration and Bylaws;
 - b. Copy of the Handbook of Rules and Information; and
 - c. Documents reflecting additions and alterations which are the units owners responsibility to maintain.

Satellite Dishes and Antennas

Installation of any satellite dish/antenna on the common areas is prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the Management Company.

Skylights

1. The installation of new skylights is prohibited without prior written approval of the Board of Managers.
2. If approved the skylights are the responsibility of the unit owner to maintain.
3. Any damage to the unit roof resulting from the installation of the skylight will be the responsibility of the unit owner to repair. If repairs require new shingles they must be identical to the existing shingles. Contact the Management Company for assistance in obtaining the shingles if required.
4. Skylights that were installed by the developer, as part of the original unit, are the responsibility of the Association to maintain, but washing of the interior skylight is the responsibility of the unit owner.

Storage

1. Nothing shall be done or kept in any unit or common area and facilities, which will increase the rate of insurance of the common areas and facilities, without the written consent of the Board of Managers.
2. No owner/tenant shall permit anything to be done or kept in his/her unit or the common areas and facilities which result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of the law.

Storm Doors

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

Streets

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

Street Lights

Maintenance of the street lights within the bounds of MacIntosh Farms Condominium No. 2 are the responsibility of the City of Broadview Heights. The city will contact Ohio Edison Company to make any necessary repairs. Contact the office of the Service Director of Broadview Heights to report any problems related to street lights. See the rear of the booklet for the telephone number of city hall.

Surveys

Annually, our Management Company will mail a survey to all unit owners. This form requires an update of information that was provided at the time of the purchase of your unit. If there is no change in your prior survey, you only have to write no change, and if there have been changes, provide the information and return it to the Management Company along with your next maintenance fee. This

(Surveys cont'd.)

information will become part of your unit owner's file. Failure to provide this information in a timely manner could result in imposing a rules violation.

Toys Sport and Recreational Equipment

1. All toys, sport and recreational equipment must be cleared from the common as well as the limited common areas daily.
2. Under no circumstances are decks, patios, porches, front and rear, to be used to store these items.
3. Such items must stored within the owners/tenants unit or the garage.

Vehicles

1. Storing, keeping or maintaining commercial trucks, buses, recreational vehicles, or trailers in any driveway or in any common, or limited common area of MacIntosh Farms Condominium No. 2 is prohibited.
2. The only exception to this rule will be authorized vehicles of the Developer and those respective agents, and contractors for the purpose of construction or maintenance, engaged for this purpose by the Board of Managers.

Waste

1. Storing waste, hazardous or otherwise in the common or limited common areas is prohibited.
2. Any item or action that jeopardizes the safety of unit owners or tenants that will increase the insurance to any buildings/units or their contents is strictly prohibited.

Weeding of Flower/Shrub Beds

1. Weeding of the flower/shrub beds, in the foundation areas of units, is contracted by the Board of Managers as part of our lawn maintenance program.
2. Unit owners/tenants may waive the weeding, pruning, and mulching by the landscaper, if so desired.
3. If the unit owner/tenant desires to apply mulch to the flower or shrub beds it will be provided by the landscaper. (See Mulch).
4. The unit owner/tenant should designate the area the mulch is to be placed. If any of these services are to be waived, by any unit owner/tenant, it should be done in writing to the management company and specify the services to be waived. Be sure to provide your name and address.

Window Treatments

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