

MacIntosh Farms Condominium No. 3 Owners Association

About Us

MacIntosh Farms Condominium No. 3 Owners Association is a "deed restricted" community comprised of 43 Units. The governing documents (i.e. The Declaration of Condominium Ownership and Bylaws) were originally filed with the Cuyahoga County Recorder on August 6, 1986 (Volume 86-4892, page 07 et seq) entitling the development to be classified as a Condominium property.

The term "condominium", literally translated from the original Latin, means "joint dominion". In a Condominium, there is no individual ownership of property. The Unit Owners jointly own all land including the structures themselves which are usually referred to as the "Common Element". The "Limited Common Elements" are those areas that are outside the buildings but are intended for the exclusive use of an individual owner, such as porches, sidewalks and patios installed as part of the original structure.

Ownership in a Condominium association requires a joint financial responsibility for the Common Elements upkeep which is mainly, although not entirely, addressed through the monthly maintenance fee.

Some first time Condominium buyers may be surprised to learn that ownership also necessitates compliance with a number of restrictions that are listed in the governing documents. These bylaw restrictions require Unit Owners, Occupants, Renters and their guests to comply with certain freedom limitations to reasonably maintain a safe, attractive, comfortable and enjoyable living environment for all.

Condominium ownership is desired and appreciated by many people. However, it is not appropriate for everyone. If an individual believes that "I bought this property so I can do whatever I want", he/she might reconsider living in a communal living community which is governed by deed restrictions, rules and guidelines. And we are, in the truest sense of the word, a community, which requires consideration and cooperation from each of us for all of us to be successful.

This booklet is intended to explain to Unit Owners how the Association functions, how it is governed and your rights and obligations as a member which you automatically became when you purchased your Unit. It is an updated version with emphasis given to information that the Board believes will be of most relevance to every Occupant. Thank you for taking the time to review it.

With continued best wishes,
The Board of Directors for MacIntosh Farms
Condominium No. 3 Owners Association

MANAGEMENT

The Board of Directors

The governing documents of MacIntosh Farms Condominium No. 3 Owners Association give a substantial amount of authority, along with the accompanying responsibility to a Board of Directors. As with society in general, a housing community requires a group of individuals whose focus is on the communal welfare of all Occupants.

The three primary missions of the Board are:

1. To assure that Association funds are managed in a prudent manner.
2. To reasonably maintain the Condominium Property.
3. To enforce the Rules as mandated by the Declaration and Bylaws.

The Board of Directors consists of three members. Each member serves for a staggered three-year term after being elected at the Association's annual meeting which is held in October of each year. That means each year, one new position is open for election. Any Unit Owner or spouse is eligible and shall be considered for Board membership upon request. Notice of the date, time and place of this meeting is sent to each Unit Owner thirty (30) days prior to the meeting.

The regular monthly meetings of the Association are held on the third Tuesday six times a year (usually February, April, June, August, October and November) at 7:00 p.m. at the MacIntosh Farms Community Association's Red Barn. The November Board meeting is a closed meeting and focuses on the upcoming budget. Unit owners are encouraged to attend the open and public portion of the meeting from 7 – 7:15 pm to meet with the Board and the Management Company to ask questions, address concerns and receive status updates.

The Board will post minutes of the meetings on its website www.macintoshfarms.com, which will be available for your reference.

The Board requests and appreciates your cooperation in respecting that its members are volunteers, not employees and should not be contacted directly about Association business outside of the monthly meetings.

Board members are not individually responsible for resolving Association concerns and can only decide issues brought to their attention by the Management Company. The only exception to this policy is that a Unit Owner may send a letter directly to the Board President if he/she has a complaint concerning the Management Company itself.

Management Company

The Board of Directors employs a professional management company to carry out the work necessary to maintain the MacIntosh Farms Condominium No. 3 operations on a day-to-day basis and to attend to the Association's financial matters. The present Management Company is:

Reserve Realty Management Co.
480 W. Aurora Road
Sagamore Hills, Ohio 44067
(330) 467-0828

Our Association Manager is Nancy-Anne Wargo. Reserve Realty Management Co. is available during normal business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday. Usual maintenance requests should be made during these times. The emergency pager number is 216-903-4109. As the name suggests, this number is not for routine matters but for those issues which may be reasonably considered as urgent and occurring after business hours or on weekends. **In case of an emergency, such as a fire, you should contact the fire/police departments at 911.**

Insurance

The Association's insurance coverage requirements are as outlined in the MacIntosh Farms Condominium No. 3 Declarations. All unit owners should have what is known as an HO-6 policy that covers their personal property, betterments and improvements.

Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone number of the Association's Insurance Agent.

Only the Board of Directors, or Reserve Realty (on the Associations' behalf), may submit claims against the master insurance policy.

Maintenance Fee

Each Unit Owner will receive a monthly statement for one-twelfth of the annual assessment prorated to his/her Unit based on unit size. The budget for the following year is determined by the Board of Directors in November. All Unit Owners are sent a copy of the next year's budget in December.

The monthly maintenance fee is due on the first day of each month. If payment is not received before the eleventh (11th) day of each month, a \$25.00 late charge is assessed. If payment is not made within ninety (90) days of the original due date, the account is automatically forwarded to the Association's legal firm for collection action to be initiated. The Association's governing documents allow that all legal fees spent to collect delinquent fees shall be charged to the responsible Unit Owner's account.

Please note that the MacIntosh Farms Condominium No. 3 Owners Association is a not for profit corporation in the State of Ohio and as such relies solely on the full and timely payment of fees from all Unit Owners to meet its financial obligations.

Master Association Responsibilities

The MacIntosh Farms Community Association, also referred to as the Master Association, is responsible for the maintenance of the following:

- | | |
|-----------------------------|-------------------------------------|
| Community Center (Red Barn) | Pools |
| Public Walkways | Ponds |
| Main Entrances | Signs, Fences and Landscaping along |
| Street Entrances | MacIntosh Lanes North and South |
| Tennis Court | Pavilion |

The Master Association has a Board of Trustees and employs a management agent, Nancy-Anne Wargo at Reserve Realty Management Co. Please contact her with concerns and/or questions regarding the above as well as the rental of the Red Barn. Barn rental availability is also available on www.macintoshfarms.com. The Master Association's open meeting dates are published in advance. All Occupants are welcome to attend. The annual meeting occurs in February. You may also apply to serve on that Board if elected.

In addition to the MacIntosh Farms Condominium No. 3 Rules, all Unit Owners, Occupants, Renters and guests are subject to the Rules of the Master Association as well. The Rules of both organizations are essentially the same; however, in some instances one Association's Rules may be more restrictive than the other's. In such cases, the more stringent rules apply and are those listed in this publication.

MacIntosh 3 Association Maintenance Responsibilities

MacIntosh Farms Condominium No. 3 Owners Association is responsible for the reasonable maintenance and repair of the following:

- | | |
|--|--------------------------------------|
| Landscaping (installed by the Association) | Driveways |
| Roofs | Siding |
| Window Trim | Gutters & downspouts |
| Door Trim | Snow Removal on driveway <u>only</u> |
| Shutters | |

Please note - The Association has assumed responsibility for the painting and maintenance of the porches and decks. If you are in violation of the rules governing porches, decks and sunroom, the painting and maintenance of those areas become your responsibility. If you fail to comply, the work will be done for you and billed to you for the maintenance and repairs. If a Unit Owner has added a porch or deck, with Board approval, the maintenance of this structure is the responsibility of the Unit Owner.

* * * * *

Inspection or service on the above can be obtained by notifying Reserve Realty Management Company.

Unit Owner (Maintenance) Responsibilities

Unit Owners are responsible to maintain the following:

Exterior Light Fixtures (we supply bulbs)
Air Conditioning
Sidewalks & walkways (for snow and ice)
Dryer Vents (must be vented to outside)
Furnace Vents
All doors, hinges, locks, latches & hardware
-including garage door & painting of doors
Watering plants, trees, shrubs and lawns

Landscaping purchased by Homeowner*
Chimney Arrestor Cap
Decks and patios maintenance and repairs
(if noncompliant with rules)
Window & door glass and screens
Windows (replacement, maintenance)
Maintaining homeowner insurance (HO – 6)

*With prior Board approval.

Alterations and Additions

All structural or aesthetic changes in the Common Elements or Limited Common Elements are prohibited without written prior approval of the Board of Directors.

Plans for proposed changes or additions (including reasonably accurate diagrams) must be submitted to the Board and written approval from them must be obtained before such work operations are commenced. Work may be performed by a licensed contractor or the Unit Owner. Required permits must be obtained from the City. The Unit Owner acknowledges that by applying for such permission to add or alter, he/she accepts responsibility for maintenance and the duty to notify future Unit Owners of all such agreements. The Association expects that any alteration or additions will be done in a workman-like manner.

It should be understood by Unit Owners that the Board of Directors is dedicated to preserving the appearance and character of the MacIntosh Farms No. 3 original development. Please bear this in mind when considering requests for additions or alterations to your Unit.

To submit a request for an exterior modification the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a detailed request (with photos, diagrams and/or supporting documentation) in writing for exterior modification which may or may not be approved.

Complaint Procedure

If you have a concern with another unit owner, we encourage you to have a conversation with the unit owner who may or may not be aware that they are not in compliance with our governing documents. In most instances, these situations can be remedied immediately and without incident.

If these violations continue to occur or are unsatisfactorily resolved, complaints against Unit Owners, Occupants, Renters or their guests observed to be violating the Rules may be submitted to the Management Company. They must be in writing and must contain the date, nature of the complaint, telephone number and signature of the individual filing such complaint with accompanying photos if possible. The Management Company has

pre-structured "complaint forms" and they have been mailed to unit owners for such instances. If you need additional forms, these forms are available to Occupants upon request from Reserve Realty or on www.macintoshfarms.com. It is important that each observed violation be documented separately. Mail or email violations to:

Reserve Realty Management
480 West Aurora Road
Sagamore Hills, OH 44067
office@reservemgmt.com

Once received, the Management Company will, as soon as practical, contact the Owner of the Unit where the violation(s) is alleged to have occurred and reasonable efforts to obtain his/her cooperation to resolve the issue shall be made.

If all such attempts are unsuccessful, and the responsible Unit Owner does not address the matter to the satisfaction of the Board, enforcement actions may be instituted. Such measures can and may include enforcement assessments, liens, or a petition to the Common Pleas Court (civil division).

Enforcement Procedures

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws, or Rules by the Unit Owner, guests, or the Occupants, including tenants, if any, of his/her Unit.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the 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, shall be added to the account of the Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an Unit Owner in 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 reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
 - b. A description of the property damage or violation;
 - c. The amount of the proposed charge and/or enforcement assessment; and

- d. 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 and/or enforcement assessment.
2. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item E-1 above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall 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 charge for damages and/or an enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
 3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

As a unit owner in a planned community, there are certain procedures and protocol to follow when there are violations or infractions.

If you have a concern with another unit owner, we encourage you to have a conversation with the unit owner who may or may not be aware that they are not in compliance with our governing documents. In most instances, these situations can be remedied immediately and without incident. Most people are willing to get along with their neighbors. Additionally, living in a planned community is communal living which is also governed by Declarations, Bylaws and rules, not just neighborly kindness and consideration.

If you feel more comfortable reporting a violation to the association, or if violations go unresolved, we want to ensure you have the information regarding our enforcement procedures, so that you are aware of the process and what you can expect.

First, every unit owner has a copy of the governing documents (the Declarations and Bylaws) which should have been provided by the previous unit owner. These documents are typically found in a 2 inch thick binder. If you do not have these governing documents, please contact Reserve Realty at (330) 476-0828 so arrangements can be made to provide you with a copy.

Second, as a unit owner in our community, if you observe a violation that you would like to report – of a unit owner, renter or guest – you would need to complete and submit in writing a complaint form. All complaint forms are submitted to our management company, Reserve Realty Management. For your convenience, a complaint form has been provided for you to complete and submit via mail or email to:

Reserve Realty Management
480 W. Aurora Road
Sagamore Hills, OH 44067
office@reservemgmt.com

Upon receipt of a complaint, the unit owner will be notified of the complaint. Please be aware that the complaint form is not anonymous, as the complaint form may be shown to the alleged violator.

Third, after review of the complaint by the board at their next scheduled meeting (frequency of meetings is usually every other month) and at their discretion, the unit owner (the owner on title) may be assessed fines.

Vehicles and Parking

Bellfield Lane and Brighton Way are maintained by the City of Broadview Heights and are considered public roadways. Therefore city parking rules must be obeyed. Ordinance 452.05(c)(1) prohibits parking on city streets between the hours of 3:00 a.m. and 6:00 a.m.

The Unit Owner or Occupants of a Unit are responsible to inform their visitors of this provision. Guest parking is allowed in driveways or the cul-de-sac parking areas. Cul-de-sac parking is not for residents.

Unit Owners who permit such violations may be levied an enforcement assessment. Please note that the Broadview Heights Police Department has the authority to immediately remove a vehicle that is deemed to be a hazard to public safety (Ord. 13-73 passed 2-5-73).

Occupant's vehicles are prohibited to be parked or stored in the cul-de-sac parking areas. Aside from enforcement assessments that may be levied against the Unit Owner, the Association reserves the right to remove the offending vehicle at the Owner's expense.

The following vehicles are prohibited from storage on Condominium Property. (For the purpose of this section, a vehicle is considered "in storage" if parked overnight.)

1. Commercial trucks (not parked in garages);
2. Recreational vehicles and motor homes;
3. Buses;
4. Boats and boat trailers;
5. Campers and camp trailers;
6. House trailers;
7. Horse trailers;
8. Vehicles which are licensed, painted, signed or obviously intended for commercial purposes (not parked in garages);
9. Vehicles without two currently valid license plates;
10. Vehicles which are unable to be started or moved under their own power;
11. A vehicle that is in such a state of disrepair that the Board deems it to be an "eyesore".
This is anything that substantially detracts from the pleasant visual appearance of the Condominium Property.

Garage doors must be kept closed, except for ingress and egress.

General Restrictions

1. OWNER, RESIDENT or TENANT

Each Unit shall be used as a residence only by the Unit Owner and or his/her family. Activities that are inconsistent with the residential character of the original Condominium Property or that are in violation of the Broadview Heights zoning ordinances are prohibited.

Commercial, high volume or high trafficked businesses are prohibited to be conducted or maintained on any part of the Property as are routine, regularly occurring religious, educational or non-profit meetings or groups. This maintains a peaceful, quiet, harmonious community environment and does not promote a heavily trafficked and congested community based on traffic and delivery schedules.

2. COMMON ELEMENTS and LIMITED COMMON ELEMENTS

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements or Limited Common Elements without the prior written approval of the Board which includes, but is not limited to, sheds, swimming pools, children's toys, swing sets, lawn care items or gardening equipment.

Clothing, sheets, blankets or any other articles are prohibited to be hung or exposed on the Common Elements or Limited Common Elements. All Common Elements (Limited or otherwise) shall be kept free and clear of rubbish, debris and other unsightly materials.

3. STRUCTURAL ELEMENTS or ADDITIONS

Always consult with the Management Company **PRIOR** to any structural additions, modifications or replacements to your unit, as Board approval is required. Documents must be submitted and approved prior to beginning any work.

4. INSURANCE

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property. Unit owners are prohibited to do anything which will cause the cancellation of the insurance policy or which would be in violation of the law. Unit owners are responsible for purchasing homeowner insurance policy HO - 6.

5. BOARD MEETINGS and VOTING

MacIntosh 3 Association meetings are typically held on the third Tuesday, six times a year (usually February, April, June, August, October and November). The November Board meeting is a closed meeting and focuses on the upcoming budget. The open portion of the Board meeting for residents to attend is from 7 – 7:15 pm. During the meeting, the Board reviews and votes on requests which have been submitted in writing to the Management Company. It is rare for the Board to meet between regularly scheduled meetings to vote.

6. BIRD FEEDERS

Bird feeders, birdhouses and birdbaths are not permitted due to the damage they cause.

7. CHIMNEY

Chimneys burning firewood must be equipped with a spark arrestor cap. Chimney cleaning is the responsibility of the Unit Owner.

8. DECORATIONS

Holiday decorations may be displayed two (2) weeks before and after the holiday and should be removed at that time. String lighting or lanterns are not permitted on the porches, decks or patios. Two ornaments/garden art per unit are permissible in the flower beds. Ornaments placed in the lawn are not permitted because they create a nuisance for lawn mowing. Lawn ornaments that are deemed offensive may be removed by the Board.

9. DOORS

Unit owners are responsible for the care, maintenance and replacement of their garage doors and all doors on their units. When replacing doors, Board approval is required. Contact the Management Company to submit all diagrams, photos and descriptions to the Management Company; wait for Board approval prior to beginning any installation, modification or addition. The Board has permission to remove modifications, replacements or additions which have not received prior approval at the expense of the owner. Security keypads are permitted.

10. FIREARMS

Firearms and explosives of every kind are prohibited to be discharged.

11. FIREWOOD

Firewood stacked against the structure or on the porch is prohibited. Storage of wood inside the garage is done at the Unit Owner's risk. The Association does not provide for extermination on the interior of the Units.

12. FLAG

One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed inside a Unit window or within the Limited Common Elements provided that the bracket is attached to the porch posts. The flag must be made of nylon, polyester, or cotton. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.

The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The installation of a free-standing flag pole in the ground is prohibited.

13. FLOWERBEDS and EDGING/FENCING/TRIM

No new flowerbed edge/trim or tree fencing is permitted. If a Unit Owner is interested in replacing an existing edge/fence/trim please, contact the Management Company to review options.

The creation of new flowerbeds is NOT permitted.

The landscaping company, which is paid by your maintenance fees, maintains the flowerbeds.

If a Unit Owner is interested in planting their own flowers, shrubs or trees, please contact Reserve Realty to review your options and request approval by submitting requests in writing. Requests may require Board approval, so it is recommended that you not purchase items until approval is received.

In order to maintain the beauty, consistency and esthetics of the association, flowerbed clutter is not permitted. The Board may request the removal of plants, flowers and shrubs which are not well maintained or create excessive clutter.

If, in the past, a Unit Owner planted a tree or a shrub which has died, the Unit Owner (or a subsequent owner of the unit) is responsible for the purchase of a replacement shrub (if desired by the owner or requested by the Board).

14. GARAGE SALES

Garage Sales both individual and collective are prohibited. The act of inviting the public on to Condominium Property for gain can negate insurance coverage resulting from an accident or damage.

15. GRILLS

Outdoor grilling too close to a Unit is a real concern. This may create a fire hazard for not only your unit, but also that of the attached units. Please refer to the following City of Broadview Heights fire law which restricts the placement of grills.

“OUTDOOR COOKING EQUIPMENT – (a) No person shall install, construct or use, For the purpose for which such is designed, any chiminea, fire basket, patio heater, Hibachi, outdoor barbeque grill or other grill, broiler or oven of the domestic variety Commonly used for outdoor cooking, or other similar utensil, In a multifamily dwelling Of greater than two units other than upon the ground flood level of a premises and then Only if such utensil is located fifteen feet or more from any dwelling, garage or other structure or part thereof.”

Grills should be stored in the garage or on the back porch, slab or deck when not in use and after properly cooled.

16. HANGING BASKETS & POTTED PLANTS

No hanging baskets are permitted to be affixed to the structure of the porch, patio, deck, railings or steps due to the damage this may cause. If a unit owner violates this rule, they will be responsible for the costs associated with the damage, as well as the repair, replacement or maintenance of the structure from that point forward. They will forfeit the association's maintenance of that structure (i.e. deck, porch, patio, railing or step). If the Unit Owner remains noncompliant, they will become responsible for their own maintenance and repair.

17. HEATING CABLES

If a unit is in need of heating cables, they are installed and maintained at the Unit Owners cost. If a Unit Owner is interested in installing heat cables on the roof of a unit, Board approval must first be sought due to the safety and potential fire hazard it may pose to your unit, your neighbor's units and the community. It is requested that the installation be performed by a certified electrician. Working with a contractor who is bonded, insured and carries workers' compensation is always preferable.

18. ICE DAMS and SNOW REMOVAL

Ice dams are common during the winter months. A common way to prevent ice dams is to install heat cables. Please contact Reserve Realty, to inquire on the heat cable approval process and for

a list of approved electrician(s). Installation of heating cables is the responsibility of the homeowner.

The Association contracts to have the snow cleared from your driveway. MacIntosh Lane, Bellfield Lane and Brighton Way are maintained and plowed by the City of Broadview Heights. Unit Owners are responsible for removing snow and ice from their own walkways, sidewalks, porches, decks and/or patios.

19. LANDSCAPING

Mulching, pruning, lawn mowing, seeding, planting of trees and shrubs (as identified during the spring walkaround) are paid as part of your maintenance fees for the beautification, maintenance and consistency of our community lawns and landscaping and is maintained by landscaping professionals. This allows for a more consistent, uniform, harmonious appearance and planned design. If a Unit Owner's design violates these principles, the Unit Owner may be required to remove landscaping elements or be encouraged to have their beds maintained by our professional landscaping crew with minimal Unit Owner maintenance.

Watering plants, trees, shrubs and lawns is the responsibility of the homeowner.

20. LIGHTING

Each Unit Owner shall maintain the outside light adjacent to the garage door to assure it automatically goes on at dusk and remains on until dawn. Only white lights are permitted. Burned out bulbs or mantles shall be promptly replaced.

21. NEIGHBORS, NUISANCE and NOISE

Any activity, either willfully or negligently committed or permitted by a Unit Owner or his/her Occupants or guests, occurring in any Unit, or on the Common Elements or Limited Common Elements, which cause annoyance or is offensive to other Unit Owners or Occupants will not be tolerated. Upon written and signed complaints, the Board will take whatever actions that are deemed necessary and reasonable to eliminate such behavior.

22. PETS

Dogs, cats and other commonly recognized household pets are permitted to be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose. The owner must carry liability insurance for any pet(s) that go outside the unit.

Pets must be on a hand-held leash and accompanied by the owner at all times while in the Common and Limited Common Elements. Tying or chaining any pet to the Common or Limited Common Elements is prohibited. This includes chaining of pets to a post, the deck or porch, a lamppost, a tree or shrub or any freestanding object placed in the yard. Pets should never be left unattended. Pet owners are responsible for the immediate and complete clean-up of any pet waste throughout the entire development. If not, fines will be assessed. Pet waste should be disposed of in your garbage can and not left outside of the unit in bags.

Additionally, such pets being declared a nuisance by the Board either upon observation or written complaints must be permanently removed from the property within a three day period after written notification is made to the owner. Causes for a nuisance declaration include (but are not limited to) animals running free, annoying noise, aggressive behavior towards people or other animals and causing damage or pollution to the common areas. Pets deemed a danger to

the safety and welfare of the residents will be removed immediately from the premises by animal control.

23. PORCHES, PATIOS and DECKS

Unit Owners are responsible for removing snow and ice from their own walkways, sidewalks, porches, patios and/or decks. Nothing that could damage the railings, decks, steps of porches, patios or decks are permitted, such as dog ties, birdfeeders, feeding wildlife, objects sitting or leaning on structures including stationary flower baskets, potted plants, hanging plants or firewood. Porches, patios and decks are not to be used for storage, hanging laundry or towels.

24. SATELLITE DISH

Prior written approval for placement of any satellite dish/antenna must be obtained from the Board. Any Unit Owner contemplating the installation of a satellite dish/antenna on the property must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used. If not, the dish may be removed at the Unit Owners expense. Satellite dishes are never permitted to be attached to the unit. Satellite dishes, upon approval, may be placed in the ground.

25. SIGNS

Only temporary "Open House" signs are permitted during the real estate open house showing. Yard signs must be removed upon the completion of the open house. One "For Sale" sign is permitted to remain in one window. Signs advertising any improvement services are prohibited. One "security monitoring" sign may be placed in the flower bed.

26. STORAGE

Storage of baby carriages, playpens, bicycles, swimming pools, wagons, recreational equipment, benches, chairs, firewood or any other material on any part of the Common Elements, porches, deck, and patio areas is prohibited. Grills should be stored in the garage or on the back porch, slab or deck when not in use and after properly cooled.

27. TRASH & RECYCLING

The City of Broadview Heights will pick up trash on Fridays. Garbage should not be put out before sunset, the night before trash collection. (All other times trash containers should be stored in the garage). Changes in pick up days (which occur during certain Holidays) should be posted on the City of Broadview Heights' website and in the Message from the Mayor's email, which is emailed on Fridays. Sign up with the City of Broadview Heights (www.broadview-heights.org) to receive weekly email announcements about city events and the trash collection schedule.

Recyclable material should be placed in blue bags and set out separately from the garbage. Recyclables are picked up Friday afternoon.

Large items such as appliances and furniture will be removed by the City upon request by calling City Hall at 440-526-4357 and then following the instructions.

28. VIDEORECORDING

Unit Owners using video surveillance monitoring equipment are permitted to have a camera that is aimed at and records their front door activity only. Video surveillance of the community is not permitted.

No personal video recording of your neighbors is permitted. The exceptions to the rule are: collecting and submitting documentation to the Board for a reported rule violation or if a Board member is recording for a walkaround, inspection, maintenance check or documentation for the Board.

29. VINYL SIDING Exterior

Unit Owners are prohibited from causing any damage to the unit, hanging anything from the unit (including items hung or displayed on the outside windows) or placing anything on the exterior walls or siding, including but not limited to a birdfeeder, trellis or decoration. An awning or canopy is not permitted to be affixed to siding walls or the roof of the structure.

30. WINDOWS and WINDOW TREATMENTS/DRAPES

Unit owners are responsible for the painting, replacement and cleaning of windows and doors.

When purchasing replacement windows, Board approval is mandatory in order to maintain uniformity of the units and to preserve real estate value. Submit all diagrams, photos and descriptions to the Management Company for Board approval. Wait for Board approval prior to ordering or installing your windows, as approval is not automatically granted.

Curtains, drapes, shades or blinds are prohibited to be displayed in or from any window or glass door without prior written consent of the Board of Directors unless the part within view from the exterior is white or light beige in color.

31. When applicable, a Unit Owner may obtain a copy of the "Request to Inspect Records" form by calling the Management Company.

Sales and Leasing

A. Sale of a Unit

Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and provide a certification of insurance from the buyer. Also required at this time are:

1. Names of all Occupants;
2. Home and business mailing addresses;
3. Home and cell phone numbers;
4. Sales price;
5. Mortgagee; and
6. Any change in this information must be relayed to the Association within thirty (30) days.

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 the proceeds due to the seller at the time of title transfer. The seller is responsible for providing the buyer with the following: (1) Copy of the Declarations and Bylaws and any amendments; and (2) Copy of the Handbook for Occupants.

B. Lease of a Unit

1. Leasing or sub-leasing a Unit for transient or hotel purposes, as defined as periods of less than six (6) months, or providing hotel, laundry and similar services, or roomers/boarders, is prohibited.
2. The Unit Owner must provide the Management Company with the following information within 5 days the tenant takes up residence:
 - a. Full name of tenant(s);
 - b. Names of all occupants of the unit;
 - c. Telephone number of tenant(s)
 - d. Copy of lease
3. The Unit Owner is responsible for making the tenant aware of the Rules.
4. 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 Unit Owner may wish to take against a tenant who is in violation.
5. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.

EMERGENCY TELEPHONE NUMBERS

Fire Department (Emergency)	.....	911
Fire Department (Non-Emergency)	.....	440-526-7122
Police Department (Emergency)	.....	911
Police Department (Non-Emergency)	.....	440-526-5400
City of Broadview Heights	.....	440-526-4357
Ward 4 Council Rep. Robert Boldt	.....	440-838-8318
Animal Warden	.....	440-526-4254
Reserve Realty Management Co.	.....	330-467-0828
Fax	.....	330-467-6845
Emergency (After Hours)	.....	216-903-4109
East Ohio Gas Co. (Emergency)	.....	1-877-542-2630
East Ohio Gas Co. (Non-Emergency)	.....	1-800-362-7557
ATT (Telephone Service)	.....	1-800-572-4545
Water Department (Billing)	.....	216-664-3130
Water Department (Leak or break)	.....	216-664-3060
Cox Cable Company	.....	216-535-3500

