

Handbook
of
Rules & Regulations

Effective July 1, 2003

*Warren Parkway 1
Condominium Association*

Welcome

Welcome to Warren Parkway I. We hope you enjoy your condominium unit. Our objective is to maintain Warren Parkway I as an attractive, pleasant place in which to live. In order to accomplish, we have established this Handbook, which pertains to living at Warren Parkway I.

The Handbook contains rules and regulations which take into consideration the health, safety and comfort of all residents. We trust you will find them reasonable, and will cooperate by upholding them. The sections detailing architectural guidelines will be of particular importance to existing Unit Owners as well as new residents. Preserving the standards of quality and appearance of our condominium property is a goal to be shared by all.

We ask that you keep this Handbook handy and that you refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact the management company, who will either answer your question directly or refer it to your Board of Managers. Additional information is also contained in the Warren Parkway I Declaration of Ownership and By Laws as recorded in the Summit County Recorders' Office.

Each Unit Owner should have received a copy of the Declarations and By Laws from the seller at the time of purchase. If you do not have these documents, a copy can be obtained from the management company for a copy charge.

Thank you,

Board of Managers

Warren Parkway I Condominium Association

June 20, 2003

I. GENERAL INFORMATION

- A. Warren Parkway I Condominiums is comprised of forty six condominium units.
- B. The Condominium Association is located in the City of Twinsburg.
- C. All parking areas and walks within the condominium property are private. They are maintained by the Condominium Association.
- D. As a private Condominium Association, we are governed by our own Declaration and Bylaws. We elect our Board of Managers from the unit owner membership and the Board manages the Association affairs on behalf of the forty six unit owners.
- E. The Annual Owners Meeting is held in September. Board meetings are held regularly throughout the year. Unit owners wishing to attend a Board meeting should call the Management Company to obtain the date, time, and meeting location.
- F. A master policy for insurance coverage is purchased by the Association specifically for common areas. Each unit owner must obtain insurance at his/her own expense affording coverage upon the unit, personal property, and for his/her personal liability.
- G. The Board, on behalf of the Association, retains the services of a professional Management Company to handle the day-to-day operations of Warren Parkway I.
- H. The Association and the Management Company do not have the responsibility for law enforcement at Warren Parkway I. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Twinsburg Police Department.

II. ENVIRONMENT OF COMMON AREAS

COMMON AREAS: Common property is everything but the individually owned condominium unit. Common areas are owned by all the unit owners together.

Examples include roofs, lawns, and outside walls of buildings. The repair and maintenance of all of the common property is done at the Association's expense except as otherwise explained in this Handbook of Rules and Regulations and the Declaration and Bylaws.

- A. The common areas are for the use and enjoyment of all Warren Parkway I Condominium unit owners and/or residents. Therefore, everyone is required to be considerate in his/her use of the area.
- B. Littering is prohibited.
- C. Any and all damages to the common areas caused by an owner, children, pet, or guest of an owner, must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
- D. Any and all items left unattended in the common areas may be removed by the Board at the owner's expense.
- E. Any noise which distracts or disturbs others is prohibited. Residents must refrain from any activity which creates a nuisance.
- F. Each unit owner must report to the Management Company, in writing, the need for any repairs of common areas of the condominium property which are the obligation of the Association to maintain.

- G. Unit owners and tenants must not give work instructions to any Association service contractor (e.g., landscaper or snow plower). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company.
- H. Signs or other advertising of any nature is prohibited upon any portion of the condominium property except:
1. One professionally printed "FOR SALE" sign is permitted inside the window of a condominium unit. (Homemade signs are prohibited.)
 2. One "FOR SALE OPEN HOUSE" sign may be displayed in front of the unit from Noon to 6:00 P.M. on Sundays.
 3. One security protection sign, not exceeding the height of two feet or the size requirement of 1 ft. x 1 ft., may be displayed in the front shrub bed.
- I. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the unit's garage or off the property.
- A. Unit owners and residents must not pour, or allow to spill, any oil, solvent, or any other volatile or flammable material into the storm sewers or common area. Ohio EPA and the City of Twinsburg prohibit such disposal.
 - B. Vehicle repairs are prohibited on condominium roadways, parking areas, and driveways.
 - C. Lawn ornaments and/or lawn furniture must not be placed in common lawn and grassed areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
 - D. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of a resident's personal property in common areas.
 - E. Playing in the parking lot is prohibited.
 - F. Toys, which cannot be returned to the interior of the unit each nightfall, are prohibited; and all toys must be returned to the interior of the unit each nightfall.
 - G. Skateboards and skateboard ramps are prohibited from the condominium property.
 - H. The riding of bicycles, snowmobiles, and other vehicles is not permitted on grass areas.
 - I. Climbing in trees is prohibited at all times.
- J. Condominium Association Responsibilities include:
1. Building exterior, foundation, and roof,
 2. Lamp posts,
 3. Utilities which are not separately metered,
 4. Common area insurance,
 5. Cleaning and repair of gutters and downspouts,
 6. Grass cutting and fertilization of lawn areas,
 7. Care and maintenance of common area trees,
 8. Snow plowing from driveways and parking areas,
 10. Entrance area signs, street signs, and unit house numbers,
 11. Landscaping,
 12. Repair of all exterior light fixtures attached to the buildings (if the repair is not necessitated by damage to the fixture caused by the resident) but not bulbs,
 13. Rubbish removal service.

These are only some of the items listed in your documents. You should read both the Bylaws of the Association and the Declaration of Condominium Ownership if you have any questions.

III. LIMITED COMMON AREAS

Certain parts of the Condominium Association's property are built and designed specifically for each individually-owned condominium unit. Examples include central air conditioning equipment serving only one unit, water faucets, electrical outlets, patios, and front porches.

These are designated common property because the Association HAS control over HOW they are to be maintained. Their complete designation is, however, "limited common property" because they are limited to the use of one condominium unit. Maintenance and repair become the expense of the individual condominium unit owner.

- A. Limited Common Areas are limited to the use of a particular unit.
- B. Unit owners and/or tenants are responsible for the maintenance of their limited common areas.
- C. Individual garage, yard, or patio sales are prohibited.
- D. Clothes lines are prohibited.
- E. Rubbish, debris, and any other unsightly material are prohibited. Rubbish containers must be kept inside at all times.
- F. Seasonal flowers may be planted in the shrub bed areas adjacent to the condominium unit providing the height and size of the flowers is consistent with the surrounding shrub bed plantings and does not exceed the height of the first floor window sill. Example of an unacceptable flower: Sunflower.
- G. Lawn ornaments may not be placed in the shrub beds adjacent to the front or side of the condominium unit nor in any common area grassed lawn space.
- H. Yard statuary, bird baths, or other ornamental items may not be displayed in front of a unit or along the side of a unit if they are visible from the street. Holiday and seasonal items may be displayed in front of a unit.
- I. There shall be no changes to the exterior landscaping or shrub beds in front of or on the side of a unit by the resident which would utilize railroad ties, landscaping timbers, bricks, rocks, and/or other such items used as shrub bed edging material or enclosures. Landscaping in back of, or on the side of a unit must have PRIOR Board approval.

IV. RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually-owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit is "home sweet home." It is the owner/resident's responsibility to maintain.

- A. Any contractor performing any service or repair requiring a permit shall provide a copy of such permit to the managing agent or to the Board.
- B. All contractors working on electrical, HVAC or plumbing shall provide a certificate of insurance at a limit acceptable to the association to its' managing agent or to the Board.
- C. Units shall be occupied and used for single family purpose, only as private dwellings for owners, their families, tenants, and guests, and for no other purpose.
- D. Residents shall not modify the exterior of the units, the garages, the buildings, or the grounds without obtaining PRIOR written consent from the Board.
- E. Installation of wiring for electrical, telephone, television systems, air conditioning equipment, or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited.
- F. Decorative items, such as Christmas lights, may not be permanently affixed to the exterior of any unit or building. However, a wreath on a door, a flag holder, a door knocker, and a brass door kick plate are acceptable.
- G. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
- H. The use of blankets, sheets, etc., are not permitted even as a temporary window covering.
- I. Broken windows, torn screens, damaged front doors, or damaged garage doors must be repaired immediately by the unit owner at his expense.
- J. No changes may be made in the color of unit doors.
- K. Nameplates of any type are prohibited.
- L. Patios shall not be used as storage areas. Appropriate patio items would include outdoor furniture and planters.
- M. No exterior antennas, reflectors, basketball hoops (or other recreational equipment), light posts, or flagpoles shall be erected by an resident.
- N. To create a visible, uniform standard throughout the community, we encourage all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. with only white, near white or beige backing to be used for window treatment.

- O. Other structures such as storage sheds, swimming pools, animal shelters, carports or gazebos are prohibited.
- P. Wading pools, tents and playsets must be taken down each evening and stored properly.
- Q. Unit Owner Responsibilities: (Owners may delegate some of these items to tenant.)
These include:
 - A. Interior of the unit,
 - B. All doors, door screens, windows, and window screens,
 - C. All heating, cooling and ventilation equipment,
 - D. Exterior water faucet and electrical outlet serving the individual condominium unit,
 - E. Patios and front porches,
 - F. Utilities separately metered for the unit and utility service line connections exclusive to the unit,
 - G. Insurance for the private unit owner and/or resident coverage,
 - H. Maintenance of any/all plantings installed by a resident,
 - I. Individual mailbox key and lock,
 - J. Replacement of burned out light bulbs in exterior light fixtures attached to the condominium unit with a white, 60 watt bulb, and
 - K. Providing own exterminating service, if needed.

V. GARAGES

- J. Garage doors must be closed when not in use.
- K. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.
- L. No flammable or hazardous items shall be stored in a garage.
- M. If you have a garage, the garage must be used as the primary parking space.
- N. Any damage to garage doors shall be the responsibility of the person so damaging it and any garage door replacements must be identical in appearance to the existing garage door. PRIOR written Board approval is required before any door replacement.
- O. The installation of automatic garage door openers is not permitted.

VI. MOTOR VEHICLES

- A. The following vehicles are not permitted to be parked within Warren Parkway I:
 - 1. Buses, and
 - 2. Mobile and/or motorized homes.
 - 3. Trailers, boats, recreational vehicles are prohibited.
 NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed twenty-four (24) hours so long as the Board has given PRIOR written approval.
- B. Trail bikes and snowmobiles are prohibited from the condominium property.
- C. Vehicles which are licensed, painted, signed, or used for commercial purposes must be kept within the confines of a garage at all times while on the condominium property.
- D. All vehicles on the property must bear current license tags.
- E. Vehicles with exhaust systems which disturb other residents are prohibited.
- F. Moving vans are permitted to be temporarily parked in the parking lot or on the street provided that the flow of traffic is not obstructed.
- G. Vehicle repairs are prohibited in parking areas.

VII. PARKING

- A. ~~Residents with a garage must use the garage as the primary parking space.~~
- B. ~~Parking on any grassed or lawn area is prohibited.~~
- C. ~~Parking in areas designated as a fire lane is prohibited.~~
- D. ~~No maintenance may be performed on any vehicle in the parking lot.~~
- E. ~~Washing of vehicles in the parking lot is prohibited.~~

The following amendment to the Handbook of Rules and Regulations for Warren Parkway Condominium Owners' Association, approved by the Board, will replace Section VII. Parking:

VII. Parking

- A. Residents with a garage must use the garage as their primary parking space.
- B. Parking on any landscaping of the Association is prohibited.
- C. Parking in areas designated as a fire lane or pedestrian walkway (sidewalks) is prohibited.
- D. No maintenance or washing of vehicles may be performed in the parking lot or other asphalt parking areas.

VIII. TRAFFIC RULES AND REGULATIONS

The speed limit in the Warren Parkway I parking lot is 15 mph. All vehicles must observe the speed limit.

IX. PETS

- A. No animals, such as rabbits, livestock, fowl, or reptiles of any kind shall be raised, bred, or kept in any unit or the common or limited common areas except for dogs, cats, or other household pets which may be kept subject to Rules and Regulations adopted by the Association.
- B. In accordance with the City of Twinsburg leash ordinance and Warren Parkway I Rules and Regulations, all pets are to be leashed when outside of a condominium unit.
- C. Pets must not be permitted to run loose on the condominium property.
- D. NO PET shall be tied, fenced, or housed outside a condominium unit.
- E. Pet owners shall be held liable for any and all damages caused by their pets to any common property including, but not limited to, shrubs, bushes, trees, and grass.
- F. Pet owners are responsible for immediate and complete clean up after their pet.

X. RUBBISH REMOVAL

- A. Rubbish removal service is provided by Waste Management. Recyclable items should be placed in the bins provided.
- B. Rubbish, trash, or other items to be disposed of, must be placed in an appropriate container or sealed bag.
- C. Secure rubbish in a manner which will prevent it from being scattered or blown.
- D. Rubbish bags must be placed in the container provided.

XI. HOLIDAY DECORATIONS

- A. Discarded Christmas trees must be placed beside the rubbish container.
- B. Christmas decorations must be removed by January 15th. Any debris, such as pine needles, should be promptly cleaned up.
- C. Easter decorations must be removed by April 30th.
- D. Firecrackers or fireworks of any sort are prohibited.
- E. Halloween pumpkins and other Halloween decorations must be removed by November 15th.
- F. A wreath, floral bouquet, etc. should be removed when it becomes faded, tattered, or is no longer appropriate to the season.
- G. Lawn ornaments are prohibited

XII. INSURANCE

- A. As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for common areas. Each unit owner/resident must obtain insurance at his/her own expense affording coverage upon his/her unit, personal property, and for his/her personal liability. We recommend having your personal insurance agent review the Declaration and Bylaws. Unit owner insurance coverage must be issued to include items which are the unit owner's responsibility to repair and/or maintain. If your insurance agent has questions about the Association's master policy, contact the Management Company. You may also want to obtain a quote for your personal insurance needs from the Association's agent. For the name of the Association's agent, telephone the Management Company.
- B. Loss claims against the master policy must be filed by the Management Company.

XIII. BIRD FEEDERS

- A. A hummingbird liquid feeder or seed dispensing bird feeder is permitted so long as it is placed at the rear of the condominium unit and is not an obstruction for the landscape service contractor.

- B. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, etc., is prohibited. Food stuff placed on the ground around a condominium unit attracts rodents and creates an unsightly appearance.

XIV. SALE OF CONDOMINIUM UNITS

- A. All unit owners must notify the Management Company, in writing, of any changes in occupancy within thirty (30) days of such change.
- B. One professionally printed "FOR SALE" sign may be placed inside the window of a condominium unit. Homemade signs are prohibited.
- C. One "OPEN HOUSE FOR SALE" sign is permitted from noon to 6:00 P.M. on Saturdays and Sundays only.
- D. Exterior "FOR SALE" and "FOR RENT" signs are prohibited.
- E. Sale of your condominium unit:
1. First Right of Refusal" must be obtained prior to closing.
 2. After your unit is sold, you or your Realtor must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
 3. The Management Company will coordinate this paperwork with banks, realtors, appraisers, and escrow agents. A transfer fee of \$50.00 is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
 4. The seller is responsible for providing the following information to the buyer:
 - a. Copy of the Declaration and Bylaws, copies can be provided to the buyer at a cost of \$15.00.
 - b. Copy of the Handbook of Rules and Regulations, and
 - c. Written notice of any and all architectural changes and improvements constructed by seller or previous sellers which are the responsibility of the unit owner to repair and maintain.

XV. RENTAL OF YOUR CONDOMINIUM UNIT

- A. The condominium unit owner must provide the Management Company with the following information PRIOR to rental of the condominium unit:
1. Copy of lease,
 2. Full name of tenant, and
 3. Names of all occupants of the unit.
- B. Units shall not be occupied by more than one (1) single family.
- C. The owner is responsible for making the tenant aware of the Rules and Regulations of Warren Parkway I.
- D. The owner is responsible for tenant violations of the Declaration, Bylaws, or Rules and Regulations. The owner is responsible for penalty assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
- E. The lease document must contain a clause making it subject to the covenants and restrictions in the Warren Parkway I Declarations and Bylaws, and further, subject to the Rules and Regulations of Warren Parkway I.

XVI. CABLE TELEVISION & SATELLITE DISH ANTENNAS

CABLE TELEVISION

- A. Cable television is a private agreement between the unit owner and/or resident and the cable company at the resident's expense.
- B. Arrangements for the installation and/or disconnection of service is a unit owner and/or resident responsibility.
- C. Individual television antennas are prohibited on any roof of the condominium property.

SATELLITE DISHES

Rules concerning the installation of Digital Satellite System (DSS) dishes are:

1. **ACCEPTABLE SATELLITE DISHES** - One DBS and one MDS one meter in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dishes") per unit are permitted. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.
2. **LOCATION OF INSTALLATION** - All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish must be installed entirely within the owner's limited common area, such as the rear deck area. All installations shall be in the rear of the unit unless an acceptable quality signal is unavailable. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit are strictly prohibited for safety reasons, which excludes installation on any sidewalk area. Installations upon or attached to any heating, cooling or ventilating equipment or concrete pad, or any other utility system, are also prohibited for safety reasons. Dishes must not attach to or encroach upon the common areas, which precludes any installation on any exterior door or window surface, or another owner's limited common areas or unit.
3. **INSTALLATION OF SATELLITE DISHES**
 - a. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common or limited common areas.
 - b. Dishes must be shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, i.e. imitation rocks or patio furniture, and shrubbery may be acceptable shields as determined by the Association.
 - c. All installations shall take aesthetic considerations into account. Dishes and all associated equipment and wiring shall be painted to match the color of the structure they are adjacent to.
 - d. The installation shall not impair the integrity of the building. There shall be no penetrations of the common areas or limited common areas unless it is necessary to receive acceptable quality signals. The following shall be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: devices that permit transmission of telecommunication signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.
 - e. All contracted for installers must maintain general liability insurance, including completed operations, of at least \$1,000,000.00 and Workers' Compensation coverage.
4. **MAINTENANCE**
 - a. Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all common areas and limited common areas) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.
 - b. Owners have 72 hours to remove or repair a dish if it becomes detached. The Association may remove the dish at the owner's expense after 72 hours, or at anytime if the detachment threatens safety of persons or property.
 - c. Upon sale or other transfer of the unit, dishes must be removed and the area restored to its original condition.

5. **MASTS**

Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Masts extending above the lowest roof line, i.e. gutter line, and thus beyond the height of the owner's unit or limited common area, must be pre-approved, and must be installed by a licensed and insured contractor. Masts, or any part thereof, must not be attached to, be in contact with, or extend into the common areas without prior Board approval.

6. **NOTIFICATION AND WAIVER**

A notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation.

XVII. UTILITIES

Each Warren Parkway I condominium resident is responsible for the payment of his/her individually metered utilities.

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|-----------------------------------|------------------|----------------|
| Electric: | Ohio Edison | (800) 633-4766 |
| Gas: | East Ohio Gas | (330) 794-0790 |
| Telephone: | Alltel Telephone | (330) 656-8200 |
| Ohio Utilities Protection Service | | (800) 362-2764 |

XIII. POST LAMPS

Post lamps located on the condominium property are maintained by the association. The telephone number for maintenance is 1-800-433-7465.

XIX. PORCH/ENTRANCE LAMPS

A. The exterior light fixtures on the front of each condominium unit are controlled by the resident. The on/off switch is located inside the condominium unit. Burned out bulb replacement is the responsibility of each resident.

B. Guidelines for bulb replacement are as follows: Color: White/ Size: 60 Watt

XX. SNOW REMOVAL SEASON

A. During winter months, residents should note that snow removal service people employed by the Association are contracted to plow driveways based on snow accumulations of at least two (2) inches. Light or blowing snow-fall or freezing/thawing cycles, can create unexpected icy or hazardous conditions. If a resident feels that it is necessary, the resident should use an ice melt product, other than rock salt, on areas near their individual condominium units. Calcium Chloride is recommended.

B. Any parked car, that is parked on the driveway parking pads or in the parking lot, during a snowfall must be moved before the snow plow contractor arrives if you want that area plowed.

XXI. ARCHITECTURAL APPROVAL PROCEDURE

A. Review of architectural change requests, submitted by a unit owner, will be handled in accordance with the following schedule:

- a. Written request must be submitted to the Management Company.
- b. The Management Company will copy and distribute all written requests to the Board of Managers within ten working days of receipt.
- c. The Board of Managers will notify the Management Company of its decision, and the Management Company will notify the unit owner, in writing, of approval or denial within thirty (30) days after receiving the written request.
- d. If an applicant does not receive written notice from the Management Company approving or denying the architectural change request within forty-five (45) days of the original request, a second notice must be submitted directly to the Board of Managers.
- e. Failure on the part of the Board of Managers to respond will be considered to be denial.

- B. The following guidelines provide standards for specific improvement projects and/or modifications. Unless otherwise noted, however, PRIOR written Board approval must still be requested and obtained for each item.

1. Storm Doors

- a. Installation of a storm door must have PRIOR written Board approval.
- b. Storm doors must be an approved door which will not detract from the overall architectural style of Warren Parkway I. Storm door options are limited to the following:
 - (1) Full View Door,
 - (2) Door frames must be white, and
 - (3) Glass must be clear.
- c. The unit owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.
- d. Maintenance of the storm/screen door is the unit owner's responsibility.

2. Window Replacements

- a. Installation of replacement windows must have PRIOR written Board approval, except in the case of damage where an identical replacement would be made.
- b. Windows, when replaced by the unit owner, must be identical in appearance to the existing windows.
- c. An upgrade in the quality of windows will be approved provided replacement windows are identical in appearance to the existing windows.
- d. Maintenance and upkeep of windows are a unit owner's responsibility.

3. Door Replacement

Replacement doors must have PRIOR written Board approval.

A. Front Door Replacement

1. Must be identical to the existing door.
2. Color must remain the same as the original door and fixtures must be brass.
3. Day-to-day maintenance of the front door is a unit owner's responsibility.

B. Sliding Doors

1. Must be identical in overall appearance (i.e. white frame, full glass).
2. Maintenance of sliding doors is a unit owner's responsibility.

4. Front Shrub Beds

In order to maintain uniformity and harmony throughout the property with the original landscaping plan, there shall be no changes to the front of the units by the resident which would utilize railroad ties, landscaping timbers, bricks, rocks, and other such items used as shrub bed edging material or enclosures. Unit owners may install additional shrubbery or decorative plantings in existing shrub bed areas in the front of the unit without PRIOR Board approval provided:

- a. Such plantings must be consistent in height, variety, and size to existing plantings.
- b. The variety of plant material selected by the unit owner must be of a species that will not encroach upon or cause damage to the unit, common areas, or any utility service line. Example of an unacceptable planting: Vines.
- c. Plantings installed by a resident must not, in any way, be an obstruction for the landscape service contractor.
- d. Residents will be required to remove unacceptable plantings.

5. Seasonal Flowers

- a. Seasonal flowers may be planted in planting beds adjacent to the front of the condominium unit WITHOUT PRIOR Board approval, provided the height and size of the flowers is consistent with the surrounding shrub bed plantings and do not exceed the height of the first floor window sill. Example of an unacceptable flower: Sunflower

- b. Seasonal flowers planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance of Warren Parkway I.
- c. Seasonal flowers planted by a resident must NOT, in any way, be an obstruction for the landscape service contractor.
- d. Seasonal flowers must be planted far enough away from the grass line to avoid damage from the landscaper's automatic trimming and edging equipment.

6. Exterior Lighting

- a. Installation of additional exterior lighting requires PRIOR written Board approval.
- b. Additional exterior lighting must not be an obstruction for the landscape contractor and must be underground.
- c. Additional exterior lighting must be maintained by the unit owner and/or any subsequent purchaser of the unit in a manner that will not detract from the appearance of the condominium property nor hinder the safety of the residents.
- d. The owner must obtain and submit to the Management Company a written consent form signed by the owners of the neighboring units located on each side of the unit.
- e. Replacement of exterior light fixtures on the condominium unit must be the same as provided by developer in order to maintain exterior uniformity or may be of an approved model and style as previously approved by the Board.

7. Door Security Viewing/Brass Kick Plates

- a. Front door latches must be of a similar design in order to maintain exterior uniformity.
- b. Maintenance and upkeep of the front door is a unit owner's responsibility. *- Interior in RANCH STYLES*

8. Decorative Additions

- a. To avoid damage to the exterior finish of the units, all other items requiring attachment to the building are strictly prohibited.
- b. One flag may be displayed at the front of a unit at any one time. The Board reserves the right to force the removal of any flag deemed to be inappropriate or offensive to other owners. One flag holder may be attached to wood trim only.

9. Other Exterior Additions

- a. Installation of an invisible fence, natural gas grill, picnic table or awning are prohibited.
- b. Propane grills may not be used closer than ten (10) feet from any building.

XXII. MAINTENANCE FEES, LIEN PROCEDURES, AND COST OF COLLECTION:

- A. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if not received by the Twentieth (20th) of the month.
- B. An administrative late charge of Ten Dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase without notice.)
- C. 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.
- D. Maintenance fee, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
- E. If any unit owner fails to perform any act that he is requested to perform by the Declaration, the Bylaws, or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees, of such performing 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 expenses.

XXIII. COMPLAINT PROCEDURE:

- A. Complaints against anyone violating the rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint.
- B. The Management Company will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
- C. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

~~XXIV. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS:~~

- A. ~~If any unit owner or his tenant violates a rule in a manner which, by the determination of the Board, affects the rights of others or their property, immediate legal action will be initiated.~~
- B. ~~The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.~~
- C. ~~In accordance with the procedure outlined in Item E below, an assessment of up to but not exceeding \$50.00 per occurrence MAY be levied by the Board on any owner found in violation of the Rules and Regulations. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the assessment.~~
- D. ~~In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.~~
- E. ~~PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed:~~
 - 1. ~~Written demand to stop the violation will be served upon the alleged violator and his owner specifying:~~
 - A. ~~The alleged violation,~~
 - B. ~~The action required to stop the alleged violation, and~~
 - C. ~~A 24-hour time period during which the alleged violation must cease without the imposition of an assessment.~~
 - 2. ~~If the same rule is violated past the time period set above, or over a period not to exceed twelve (12) months, the Board will serve the violator and his owner written notice of a hearing to be held by the Board. This notice will contain the following:~~
 - A. ~~The nature of the violation,~~
 - B. ~~The time and place of the hearing, including at least a ten (10) day notice,~~
 - C. ~~A request for the violator and/or his owner to attend hearing and supply any statement of evidence on his or her behalf, and~~
 - D. ~~The intent of the Board to impose a fifty dollar (\$50.00) assessment per violation occurrence.~~
 - 3. ~~At the hearing, the Board and the alleged violator(s) will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become part of the hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at this hearing.~~

XXV. GOOD NEIGHBOR POLICY

The Warren Parkway I Declaration, Bylaws, and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.

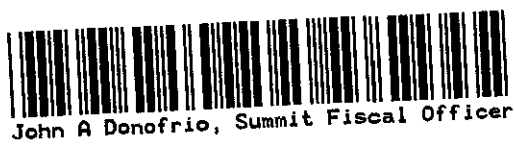
The following amendment to the Handbook of Rules and Regulations for Warren Parkway Condominium Owners' Association, approved by the Board, will replace Section XXIV. Enforcement Procedure and Assessments for Rule Violations:

XXIV. Enforcement Procedure and Assessments for Rule Violations

- A. If any unit owner, or his tenant, violates the Rules and Regulations in any manner which, by the determination of the Board, threatens the rights of others or their property, immediate legal action will be initiated.
- B. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
- C. In accordance with the procedure outlined in item F below, an Enforcement Assessment of up to but not exceeding \$50.00 per occurrence, or per day, may be levied by the Board on any unit owner found in violation of the Rules and Regulations. In the case of the tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the Enforcement Assessment.
- D. In addition, all costs associated or stemming from the violation of the Rules and Regulations will be added to the Enforcement Assessment.
- E. In the event of such violation, the following procedure will be followed:
- F. Prior to the imposition of an Enforcement Assessment for a Rules and Regulations violation, the following procedures will be followed:
 - 1. Written demand to remedy the alleged violation will be served upon the alleged violator specifying and including:
 - a. The alleged violation;
 - b. The action required to remedy the alleged violation;
 - c. The prescribed time period within which the alleged violation shall be remedied;
 - d. The imposed Enforcement Assessment if the alleged violation is not remedied within the prescribed time period;

- e. A statement of the Owner's right to, and the procedure to request, a hearing before the Board to contest the alleged violation and/or the stated Enforcement Assessment;
 - f. "Request for Hearing" form.
- G. To request a hearing, the Owner must mail or deliver a completed "Request for Hearing" form, which must be received by the Board via the Management Company, not later than the tenth day after receiving the written demand to remedy the alleged violation required by Section F above.
- H. At the hearing, the Board and the alleged violator(s) shall have the right to present any evidence. The hearing will be held in an Executive Session and proof of hearing, evidence of written notice to the alleged violator to abate the alleged violation and intent to impose an Enforcement Assessment shall become part of the hearing minutes. The Enforcement Assessment will only be imposed by the majority vote of the members of the Board then present at this hearing. The Owner will then receive notice of the Board's decision and Enforcement Assessment imposed within thirty (30) days of the hearing.

Summit



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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
WARREN PARKWAY CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM RECORDED AT VOLUME 5460, PAGE 387 ET SEQ., OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THESE AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR WARREN PARKWAY CONDOMINIUM WERE FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: 5-16-07

BY: JOHN A. DONOFRIO
FISCAL OFFICER

Buy O. Tafar, Deputy Auditor



John A Donofrio, Summit Fiscal Officer

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AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
WARREN PARKWAY CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Warren Parkway Condominium (the "Declaration") and the By-Laws of Warren Parkway Condominium Owners' Association, Inc. (the "Bylaws"), Exhibit B to the Declaration, were recorded at Summit County Records Volume 5460, Page 387 et seq., and

WHEREAS, the Warren Parkway Condominium Owners' Association, Inc. (the "Association") is a corporation consisting of all Owners in Warren Parkway and as such is the representative of all Owners, and

WHEREAS, Article 9 of said Declaration authorizes amendments to the Declaration and Bylaws, and

WHEREAS, Owners representing at least 75% of the Association's voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Owners representing 81.3% of the Association's voting power as of April 4, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 81.3% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 81.3% of the Association's voting power as of April 4, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 81.3% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Owners representing 77.65% of the Association's voting power as of April 4, 2007, and

WHEREAS, the Association has in its records the power of attorney signed by Owners representing 77.65% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is an Affidavit of the Association's President that copies of the Amendments will be mailed by certified mail to all mortgagees on the records of the Association once the Amendments are recorded with the Summit County Fiscal Office, and

WHEREAS, attached hereto as Exhibit B is a certification from the Association's Secretary as to the consenting mortgagees, on the records of the Association, to the Amendments, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Warren Parkway Condominium is hereby amended by the following:

AMENDMENT A

MODIFY DECLARATION ARTICLE 3, SECTION B(4) entitled "Animals and Pets." Said modification to be made on Page 3 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows (deleted language is crossed-out; new language is underlined):

(4) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Family Unit or in the ~~Common Areas and Facilities~~ Elements, except that dogs, provided that no Owner, occupant, or other person shall keep, harbor, or permit to remain on the property, any vicious dog as defined below, cats or other household pets may be kept in Family Units, subject to rules and regulations adopted by the ~~Association Board of Directors~~, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board of ~~Managers~~ Directors of the Association.

The term "vicious dog" shall have the same meaning as in Ohio Revised Code Section 955.11, as the same may be amended from time to time. The term "vicious dog" also includes, without limitation, the Rottweiler, Presa Canario, any dog commonly known as a pit bull, and any mixed breeds of the foregoing. Dogs to be considered a vicious breed, as defined above, residing on the property prior to the recording of this amendment, shall be



permitted to remain, provided that said dog is registered with the Association within thirty (30) days of the date of recording of this amendment. Upon the relocation, removal, or demise of any such registered vicious dog, it may not be replaced.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on animals within and on the property. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE 3, SECTION B(13) entitled, "Occupancy Restriction." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(13) Occupancy Restriction. No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Family Unit and/or enter onto or remain in or on the property for any length of time. Any violation of this restriction shall subject the Owner and/or any occupant of the Family Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Family Units. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new DECLARATION ARTICLE 3, SECTION B(14), entitled "Air-Conditioners." Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(12) Air-Conditioners. At the time Warren Parkway Condominium was established, each Unit was served by an air-conditioner unit located in the perimeter wall of the Unit. As the in-wall air-conditioner units come to the end of their useful and repairable life, the replacement of such in-wall air-conditioners with substantially similar units may be neither practical nor possible in the existing market place. Instead, the installation of stand-alone air-conditioner units on the ground immediately outside the perimeter wall of the Unit is a reasonable alternative. Accordingly, the Board is hereby authorized and empowered to approve of the removal of an Owner's in-wall air-conditioner unit with a stand-alone central air-conditioner unit on the ground adjacent to the Owner's Family Unit pursuant to the following conditions/requirements:

(a) Any Owner who permanently removes an in-wall air-conditioner unit is responsible for any and all work required to patch or otherwise repair the wall area affected by such removal in accordance with the Board's requirements;

(b) Any new central air-conditioner unit shall be installed only with the Board's prior written approval, which approval cannot be unreasonably withheld, but can mandate that the central air-conditioner be installed in a specific location, that the lines and pipes enter the building at a specific location and/or in a specific manner, that the air-conditioner not exceed specified size or noise limitations, and that the air-conditioner comply with other reasonable rules or regulations adopted by the Board.

INSERT a new DECLARATION ARTICLE 5, SECTION B(7). Said new addition, to be added on Page 6 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) Any central air-conditioner unit, together with and including, the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, is part of the Family Unit served by such unit whether located in or outside the bounds of the Family Unit. Any central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, serving more than one Family Unit is jointly a part of each Family Unit



served by such unit whether located in or outside the bounds of the Family Unit.

INSERT a new DECLARATION ARTICLE 12, SECTION B(7). Said new addition, to be added on Page 13 of the Declaration, as recorded at Summit County Fiscal Office, Volume 5460, Page 387 et seq., is as follows:

(7) To maintain, repair, replace, and insure the central air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit, that serves and is part of the Family Unit. If two or more Family Units are served by one central air-conditioner unit, the Owner(s) of such Family Units are jointly and severally liable and responsible to maintain, repair, replace, and insure such air-conditioner unit, together with and including the concrete pad on which it is installed, all lines, piping, and other components attached to, needed for, and/or serving said air-conditioner unit.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of the above provisions pertaining air-conditioner installations, maintenance, and insurance. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said Warren Parkway Condominium Owners' Association, Inc. has caused the execution of this instrument this 8 day of May, 2007.

WARREN PARKWAY CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Marilyn Maenza
MARILYN MAENZA, its President

By: Lauren Quigley
LAUREN QUIGLEY, its Secretary



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STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Warren Parkway Condominium Owners' Association, Inc., by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 6 of 9, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 8th day of MAY, 2007.

Laura Dulach
NOTARY PUBLIC

LAURA DULACH
NOTARY PUBLIC, STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 16, 2010

Manila
CVV

This instrument prepared by:
KAMAN & CUSIMANO, Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650



John A Donofrio, Summit Fiscal Officer

EXHIBIT A

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF _____)

SS

MARILYN MAENZA, being first duly sworn, states as follows:

1. She is the duly elected and acting President of the Warren Parkway Condominium Owners' Association, Inc.
2. She caused copies of the Amendments to the Declaration to be mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownerships of whose mortgage interests notice had been given to the Association.
3. Further affiant sayeth naught.

Marilyn Maenza

MARILYN MAENZA, President

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named MARILYN MAENZA who acknowledges that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 8th day of MAY, 2007.

Laura Dulach

NOTARY PUBLIC

LAURA DULACH
NOTARY PUBLIC STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 16, 2010




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EXHIBIT B

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected and qualified Secretary of the Warren Parkway Condominium Owners' Association, Inc., hereby certifies that there is on file in the Association's records, the names of the following mortgagees, if any, who have consented to the proposed Amendments to the Declaration.


NONE


LAUREN QUIGLEY, Secretary

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)
) SS

BEFORE ME, a Notary Public in and for said County, personally appeared the above named LAUREN QUIGLEY who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in CLEVELAND, Ohio, this 8th day of MAY, 2007.


NOTARY PUBLIC

LAURA DULACH
NOTARY PUBLIC STATE OF OHIO
Recorded in Cuyahoga County
My Comm. Expires May 16, 2010