

# Liberty Pointe Condominium Association



## Handbook of Rules & Information

Welcome to Liberty Pointe Condominiums. On behalf of the Association, we hope you will enjoy your home in this great community. Our objective is to maintain Liberty Pointe as an enjoyable, secure place to live. In order to accomplish this, we established a set of rules and regulations that pertain strictly to living at Liberty Pointe in a condominium atmosphere.

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

The Board of Directors is given the authority to promulgate and enforce these Rules and Regulations by the Declaration of Condominium Ownership and the Bylaws.

We ask that you familiarize yourself with these rules, keep this booklet handy and refer to it when necessary. If something arises that may not be covered in these rules, please do not hesitate to contact the Management Company.

Sincerely,

The Board of Directors  
Liberty Pointe Condominium

## CHANNELS OF COMMUNICATION

The Board of Directors consists of three individuals who are Unit Owners and are elected by their fellow Unit Owners. Board Members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's regular meetings, typically held bi-monthly.

In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

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

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## INTRODUCTION

Liberty Pointe Condominium is situated on approximately 5.5 acres of beautifully landscaped grounds. There are forty-eight (48) Condominium Units located in three (3) buildings.

Liberty Pointe Condominium is located in the Village of Reminderville. The Condominium Property uses the services of the Village of Reminderville Police and Fire Departments and the Twinsburg branch of the U.S. Postal Service.

Drives and parking within the Condominium Property are private and maintained by the Association.

As a private Condominium Association, we are governed by our own Declaration and Bylaws. We elect our Board of Managers (the Board), which is comprised of three (3) Unit Owners that serve without compensation for a term of three years with no term limitations. Following its election at the Annual Membership Meeting, the Board is organized by electing from among itself the following officers: President, Vice President and Secretary/Treasurer. The Board manages Association affairs on behalf of all Unit Owners.

The Annual Meeting of the Unit Owners for the election of Board Members is held in October of each year. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend regularly scheduled Board Meetings are welcome. However, please notify management in advance to obtain meeting scheduling.

Understandably, there can be confusion about how much freedom we have to make changes to our units. As a "broad brush" statement, we cannot change, add or delete any exterior construction, paint color, decoration or landscaping, without prior written approval of the Board. If you have any questions or concerns, please call the Management Company for interpretation or assistance.

This Handbook of Rules and Information are in addition to those contained in the Liberty Pointe Condominium Declaration Volume 55317109 of the records of Summit County, Ohio. Copies of the Declaration and Bylaws of Liberty Pointe may be obtained free on-line or at a cost from either the Summit County Recorder or the Management Company.

In the event of any differences between these rules and those in the Declaration and Bylaws, those in the Declaration and Bylaws will control. All governing documents are superseded by the laws of the Village of Reminderville. Laws and governing documents are applied in the following manner:

1. Laws of the Federal Government
2. Laws of the State of Ohio
3. Laws of the Village of Reminderville
4. Declaration and Bylaws
5. Rules and Regulations

## Terms Used in These Rules:

"**Common Elements and Facilities**" means all of the Condominium Property except the Units and the Limited Common Elements (see Article II(B)(1) in the Declaration of Condominium Ownership for the specific definition).

"**Limited Common Elements**" means those parts of the Common Element reserved for the use of a certain Unit or Units to the exclusion of the other Units. Examples of Limited Common Elements include all patios and balconies (see Article II(B)(2) in the Declaration of Condominium Ownership for the specific definition).

## I. ENVIRONMENT OF COMMON ELEMENTS

### A. General

1. The Common Elements are for the use and enjoyment of all Liberty Pointe owners and/or residents, except those stipulated as Limited Common Elements. Therefore, everyone is required to be considerate in his or her use of these elements.
2. Riding bicycles and roller blades or scooters, etc. on grassed Common Elements is prohibited.
3. Littering is prohibited on Common or Limited Common Elements.
4. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners will be held responsible for any damage caused by their tenants or guests.
5. Unit Owners or residents may not change, add or remove **any** foliage or trees without prior written consent of the Board.
6. Nothing may be stored in the Common Elements, e.g., basketball hoops, bicycles, etc. Any items unattended in the Common Elements may be removed and stored at the owner's expense. Neither the Association nor the Association's service contractor(s) will be held responsible for maintenance, repair or replacement of personal property left in Common Elements.
7. Recreational activities that pose a danger or hazard to anyone within the Common Element are prohibited, e.g. playing in the street, etc.
8. Noise that constitutes a nuisance or causes a disturbance to others within the Common Element is prohibited.
9. Residents may not give work instructions to any service contractor (i.e. landscape, snowplow, etc.). Each Unit Owner shall report to the Management Company the need for any repairs of the Common Elements that are the obligation of the Association to maintain.
10. Signs of any type are prohibited on any part of the Common Element except:
  - a. Real estate "Open House" signs may be displayed during the hours of the actual open house but not prior to noon or later than 6:00 p.m. of that same day.
  - b. "For Sale" or "For Rent" signs are prohibited except one professional sign in a window of the unit.
  - c. One security sign not exceeding 1' by 1' in size is permitted.
11. Any type of private sale that draws traffic to the Common Element is prohibited.

12. Feeding of wildlife is prohibited (only hummingbird feeders are permitted).
13. Professionally conducted estate sales require prior written approval of the Board.
14. Vehicle repairs are prohibited on the Common or Limited Common Elements.
15. Unit Owners are responsible for any fluid leaks and spills on the Common Element, which must be cleaned immediately by Unit Owners, tenants and/or guests.
16. Mailbox structures are furnished by the Association. Individual mailbox doors and locks are the responsibility of the individual Unit Owner at their own expense. If repairs or replacements are required, contact the Management Office.
17. No waterbeds are permitted within the Units without written permission from the Association.
18. No clothes, sheets, blankets and/or other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements.
19. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without prior approval of the Board. No owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
20. No curtains, drapes, shades or blinds shall be displayed in or from any window or glass door of the Building(s) without prior written consent of the Board unless the part thereof within view from the exterior of the Building(s) is white in color.
21. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the building except as is otherwise provided in the Governing Documents.
22. No Owner shall lease, convey, or transfer a Unit to any person who is required pursuant to the provisions of Section 2950.04 of the Ohio Revised Code (or other similar statute or ordinance from any other jurisdiction), to register as a sexually oriented offender, no shall any Owner permit a Unit to be occupied by any such sexually oriented offender. The Association shall not be liable to any Owner, Occupant, or their guests, as a result of the Associations' alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.
23. Please respect other residents' privacy and do not walk within 15 feet of their windows.

**B. Limited Common Elements** - Those parts of the Common Element reserved for the exclusive use of a certain Unit(s).

1. Unit Owners are generally responsible for the maintenance, repair and replacement of their Limited Common Elements. Mulch for the Limited Common Elements may be provided periodically by the Association.
2. Patio, porch or lawn furniture is permitted only on the surface of a balcony or within the bounds of the patio area.
3. In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other types of open-flame devices are prohibited to be used within ten (10) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of (330) 562-2862.
4. Gas grills/propane tanks cannot be stored in the garage or Condominium Unit per the Village of Reminderville Fire Safety Codes.

### **C. Solicitations**

Solicitations of any kind are prohibited. Solicitors must be asked to leave the Common Element immediately.

## **II. UNIT RESTRICTIONS**

Additions, modifications or alterations of any nature to the exterior of the Unit are prohibited, without the prior written approval of the Board.

### **A. Flags**

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Elements on a pole attached to the wood trim only.
2. The flag must be made of nylon, polyester or cotton.
3. 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.
4. The installation of a freestanding flagpole in the ground is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
6. A flag left up after sundown must be lit. Prior Board approval is required before the installation of such lighting.

### **B. General**

1. Requests for changes to the patio/balcony area must be submitted in writing, and such changes may not be initiated without prior written approval from the Board.
2. Broken windows, torn screens or damaged front doors must be repaired immediately by the Unit Owner at their own expense.
3. All garage doors must be kept closed, except during ingress, egress or while the Unit Owner/resident is present.
4. Operating a business from a Unit is prohibited.
5. Each Unit shall only be used as a residence for one single family. "Family" or "Single Family" shall refer to one natural person (as opposed to an artificial entity) or a group of two or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two persons not so related who reside together as a single housekeeping unit along with their children, if any. "Family" is defined in this matter for the purpose of regulating occupancy of Parcels and is distinct from the term "immediate family."



### III. MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Maintenance, repair and replacement of the Common Element should be reported to Management, or in a “true” afterhours emergency, the 24/7 emergency line should be utilized. These items are defined in the Declaration of Condominium Ownership and/or By-Law documents. Other maintenance and repair functions are the responsibility of the Unit Owner. Some of these items are printed below to assist you in your personal maintenance scheduling.

#### A. Unit Owner Responsibilities

1. All door replacements, painting of doors, sliding glass doors, door screens, storm doors, light fixtures, hardware and light bulbs serving only that Unit
2. Window replacement, window sashes, window screens
3. Interior of Unit
4. All electrical fixtures, utility pipes, conduits and plumbing lines located within each Unit or Limited Common Elements designated for the use of such Unit
5. All heating, cooling and ventilation equipment
6. Utilities separately metered for the Unit and utility service line connections exclusive to the Unit
7. Maintenance of any/all plantings installed by the Unit Owner
8. Patio and balcony maintenance and/or replacement
9. Any Board-approved structure constructed by the Unit Owner
10. Garage door openers
11. Each resident must have his or her own Condominium Insurance coverage as defined by the Declaration. The Association carries insurance in accordance with the Declaration; Unit Owners are responsible for all personal contents and liability within their Units. Only the Board may file claims against the master insurance policy. 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.

#### B. Association Responsibilities

The Association shall be responsible for the reasonable maintenance of the following:

1. Building roof
2. Vinyl siding and trim
3. Gutters and downspouts
4. Exterior foundations
5. Roadways, driveways, sidewalks and parking Elements.
6. Common Element landscaping, grass cutting, fertilization, and re-seeding of lawn Elements
7. Common Element snow removal
8. Exterior painting/staining and caulking of Common Elements – Note: Balconies are Limited Common Elements and are the responsibility of the Unit Owner.
9. Care and maintenance of Common Element trees

10. Exterior lighting and Common Element electric
11. Common Element exterminating service on exterior of Units
12. Street signs
13. Master Insurance Policy

**These are only some of the items listed in your documents. You must read both the Bylaws of the Association and the Declaration of Condominium Ownership for specifics since these documents prevail.**

#### **IV. PARKING AND MOTOR VEHICLES**

The Declaration of Condominium Ownership and Bylaws should be read by all Unit Owners. Together, they fully explain the operation, maintenance, finances, etc. of your Association. We have taken some of the following information from these documents to assist you in maintaining your individual Unit.

- A.** The speed limit is 15 MPH.
- B.** Rented garages must be used as primary parking.
- C.** All vehicles within the Common Element must bear current license tags. Any stored, abandoned or disabled vehicle that is left for a period of 72 hours or more may be towed at the vehicle owner's expense in addition to any other remedies.
- D.** Non-commercial vehicle parking is permitted within designated parking areas specifically designated for parking unless otherwise restricted within these rules.
- E.** On-street parking is prohibited.
- F.** Parking vehicles of any kind on the grass is prohibited.
- G.** The following vehicles are prohibited from being parked within the Common Element without written consent of the Board:
  1. Vans or trucks (except two-axle trucks having no more than four tires)
  2. Buses
  3. Boats or boat trailers
  4. Campers or camper trailers
  5. Mobile and/or motorized homes and van conversions
  6. Recreational Vehicles
  7. Motorcycles
- H.** Vehicles that are licensed, signed, used, painted or otherwise identified for commercial purposes must be parked within the confines of a garage and are otherwise not permitted unless providing temporary service to a Unit or the Association.
- I.** Trucks, motorcycles, mopeds, snowmobiles, jet skis and bicycles must be parked within the confines of a garage and are otherwise not permitted.
- J.** Vehicles found in violation of the rules and regulations may be towed at the vehicle owner's expense, in addition to any other penalty assessments that may be imposed.
- K.** Storage of materials in a rented garage is prohibited.
- L.** Vehicles may not obstruct pedestrian walkways.
- M.** Unit Owner's guests may not park within the Common Element in excess of 48 continuous

hours without prior Board approval.

- N.** Repairing or washing of vehicles within the Common Element is prohibited.
- O.** Unit Owner(s) shall be liable for all fluids leaks causing stains or damage to the Common Element by their vehicles or their guest's vehicles.

## **V. PETS**

- A.** No animals, rabbits, livestock, fowl, poultry or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except that two (2) dogs, two (2) cats or one (1) dog and one (1) cat may be kept in a Unit.
- B.** All pets must be hand leashed and in control of the owner at all times when outside of the Unit.
- C.** No pet shall be tied or housed on the Common or Limited Common Element at any time. Pets may not be housed on patios.
- C.** Pet owners are responsible for the immediate and complete removal of feces dropped by their pets. Pet feces must be deposited in a proper container.
- D.** Pet owners will be held liable for any and all damages caused by their pets to any Common Element including, but not limited to, shrubs, bushes, trees and grass.
- E.** Except for dogs and cats, no animals shall be raised, bred or kept in any Unit or in the Common or Limited Common Elements.
- F.** The Board of the Association has the right to require the owner of any pet to remove such pet from the Condominium Property upon three (3) days notice if the pet is causing or creating a nuisance or unreasonable disturbance. Nuisance may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside. Unreasonable disturbance is defined as, but not limited to, excessive barking. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, and without recourse, remove such pet from the Unit and from the Condominium Property.

## **VI. SECURITY**

Security is one of the major concerns of all residents. Your cooperation will be appreciated in complying with the following:

- A.** Report any suspicious person(s) or unusual activity immediately to the Village of Reminderville Police Department and then to Management.
- B.** Keep garage doors closed at all times when the garage is unattended.
- C.** Report any thefts to the Village of Reminderville Police Department and then to Management.
- D.** Notify your neighbor(s) when you will be away for extended periods of time.

## VII. CONTRACTED SERVICES

### A. Rubbish Removal

1. Rubbish and trash must be placed inside one of the two dumpsters.
2. If an item will not fit inside the dumpster, please notify the Management Company so a "large item pickup" can be arranged. The cost of the large item pickup will be the responsibility of the Unit Owner and added to the Unit Owner's account.

### B. Landscaping Service

1. Landscaping services are contracted on a yearly basis. The contracted services include, but are not limited to, the following:
  - a. Regular grass and lawn maintenance, including, cutting, weeding and fertilizing the Common Elements.
  - b. Care and maintenance of all Common Element trees, including pruning, fertilization and dead tree removal.
  - c. Care of Common Element shrub and shrub beds.
2. Unit Owners or residents may not give work instructions to any landscaper or employees. If there is need for additional work, such as the removal of a dead tree, the Unit Owner must call Management and report the need for such work. Any expenses arising from additional work performed as the result of direct instructions from a resident to the landscaper without Board or Management approval will be charged to that Unit Owner.

### C. Exterminating Service

1. The Association is contracted with an exterminating service. The contractor will treat the exterior Common and Limited Common Elements. If you are experiencing a pest control problem around the exterior of your Unit, the exterminating company will service the exterior of your Unit at no extra charge to the Association. To obtain service, please call Management and report your problem. Management will then contact the exterminating service, report your problem and arrange for treatment.
2. Pest control services required by an owner inside a Unit should be scheduled by the Unit Owner. The individual Unit Owner is responsible for payment of any interior service charges.

### D. Other Services

1. Other services provided by the Association include, but are not limited to, the following:
  - a. Painting
  - b. Road and sidewalk repair
  - c. Building and maintenance repair
  - d. Gutter cleaning
2. If a Unit Owner has need for service inside a Unit, you may arrange for such service directly with a source of your choice. Make certain cost and extent of service is specific as neither the Association nor Management will assume any responsibility for such service, its quality or costs.
3. If necessary work is required to be completed on an individual Unit consisting of areas that are the responsibility of both the Association AND that Unit Owner, contractors will invoice each party respectively. The Association, at its discretion, may order any work to be

performed. If the Unit Owner fails to pay their portion of the work directly to the contractor, the Association may pay on behalf of the Unit Owner and apply such costs to said Unit Owner's account.

### **VIII. BUILDING GUIDELINES**

In order to create exterior uniformity, preserve integrity and establish common guidelines and standards for improvement projects within the Association, the following rules apply to all requests for exterior modifications, except where specifically noted.

- A.** Requests for any type of modification, installation or addition must be requested in writing to the Board for action. Written approval must be obtained from the Board PRIOR to the initiation of any project.
- B.** All requests must be in writing and supported with sufficient details and diagrams so that the Board may adequately determine if they have the authority to act on the request.
- C.** Following written approval from the Board, it will be the Unit Owner's responsibility to secure necessary building permits (if any are needed).
- D.** Once material for the approved construction of an exterior modification is placed on the Condominium Property, the work must begin and continue through completion in a reasonable timeframe and in a manner that will not appreciably detract from Liberty Pointe's appearance and will not inconvenience neighbors or interfere with the Association's service contractors.
- E.** Modifications or additions must be completed exactly as described in the request and final Board-approved drawings.
- F.** Following completion of a modification, addition or change to the exterior of a building, the surrounding landscape/lawn element, including any shrubs, must be immediately restored to its original or better condition at the expense of the Unit Owner.
- G.** Any damage resulting from a modification, addition or change to the building exterior or any Common or Limited Common Element is the Unit Owner's responsibility. Repairs must be made immediately at the Unit Owner's expense and to the Board's satisfaction.
- H.** All additions or modifications constructed by a Unit Owner must be maintained by the Unit Owner, and any subsequent purchaser of that Unit, in a first class condition that does not detract from the Liberty Pointe appearance.
- I.** It is the seller's responsibility to disclose to a new Owner any architectural modifications or improvements that are the responsibility of the Unit Owner to repair or maintain. If necessary, please contact Management to review the architectural correspondence file.
- J.** Review of architectural modification requests submitted by a Unit Owner in conformance with paragraph B above will be addressed in accordance with the following schedule:
  - 1. A written request is submitted to the Board.
  - 2. The Board will return the request if any additional information is required within fourteen (14) days.
  - 3. The Unit Owner will receive written notice from the Board approving or denying the architectural modification request within thirty (30) days of the original request.
  - 4. Unit Owners must be current with fees and assessments to request an exterior modification.

In addition to the general requirements of paragraphs A-J, the following guidelines address specific improvement projects and/or exterior modifications:

**K. Satellite Dishes and Antennas**

The Association provides access to DirecTV via a satellite dish connected to the wiring of each unit. Please contact the service provider listed under "Important Telephone Numbers" (Section XIV) to arrange for Direct TV service. Installation of any other satellite dish/antenna within the Common Elements is prohibited.

Time Warner cable is also available. If you are contracting with Time Warner, please note that Time Warner will need a key to get into the cable room. Please arrange with the Management Company to pick up a key the day before your appointment.

**L. Awnings**

All awnings are prohibited.

**M. Hot Tubs**

Hot tubs are prohibited.

**N. Barbecue/Fire Pits**

Barbecue or fire pits or other enclosed types of permanent grills are prohibited.

**O. Fences**

Fences of any type are prohibited.

**P. Detached Buildings**

Sheds or other types of detached buildings are prohibited.

**Q. Storm/Screen Doors**

1. A sketch of the door must be provided, and prior, written approval of the Board must be received before installation.
2. The door must be a full view or three-quarter view door, and frame or fasteners must be white. Glass must be clear and must not have grates/bars.
3. Maintenance and upkeep of storm or screen doors is the Unit Owner's responsibility.

**R. Door Replacement**

1. Front Door Replacement must be identical to the existing door and must be painted the Liberty Pointe **approved color**.
2. Sliding doors must be identical in overall appearance.

**S. Windows**

Window replacements must be identical in appearance to the existing windows.

**T. Window Air Conditioners**

Window air conditioners are prohibited.

#### **U. Decorative Additions**

1. A door wreath and an American flag with a holder are permitted. The holder and attachments must be of such a material that will not rust or cause rust weeping marks.
2. Brass doorknockers are permitted.
3. All other decorative items or signs attached to the exterior of a Unit are prohibited.
4. Temporary seasonal decorations (e.g., Christmas, Hanukah, Easter and Halloween decorations) are permitted, provided they are not affixed to the exterior of the Unit, are installed no more than 21 days prior to the holiday and are removed within two weeks after the holiday.

### **IX. SALES OR RENTAL OF UNITS**

#### **A. Leasing Units**

1. "For Rent" signs are prohibited with the exception of one professional sign placed in a window of the Unit.
2. The Unit Owner must complete a new Owner/Tenant Form and submit it to the Management Company each time his/her Unit is leased.

#### **B. Sale of the Unit:**

1. The Management will coordinate the required paperwork with banks, realtors, appraisers and escrow agents. A transfer fee will be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
2. The seller is responsible for providing the following information to the buyer:
  - a. A copy of the Declaration and Bylaws
  - b. A copy of the Rules and Regulations
  - c. A written notice of all architectural modifications made by the seller or previous sellers that are the responsibility of the Unit Owner to repair and maintain.
3. The Ohio State Condominium Laws, Statute 5311.09 (A)(2), states, "Within thirty days after a Unit Owner obtains a condominium ownership interest" that this information be provided to the Association; and 5311.09 (A)(3) states that, "Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit Owner shall notify the association, through the Board, in writing of the change. When the Board requests, a Unit Owner shall verify or update the information." Please find an Owner/Occupant form at the end of this handbook.
4. Professionally conducted estate sales require prior, written approval of the Board.

## **X. MAINTENACE FEES, LIEN PROCEDURES AND COST OF COLLECTIONS**

- A.** All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
- B.** An administrative late charge of twenty-five dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (subject to increase upon further notice).
- C.** Any payments made shall be applied in the following order:
  - 1. Interest and/or administrative late fees owed to the Association.
  - 2. Collection costs and/or attorney's fees incurred by the Association.
  - 3. Principal amounts owed on the account for common expenses and assessments.
- D.** Any past due assessments may cause a lien and/or foreclosure to be filed against the Unit.
- E.** Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
- F.** If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she 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 correct such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney's fees, of such performing or correction incurred by the Association. Any such amount shall be deemed an additional assessment and shall be due and payable immediately following notification of such charge, 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.
- G.** If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the Unit Owner's privileges to vote and/or use any amenities.

## **XI.COMPLAINT PROCEDURE**

- A.** Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
- B.** Reports of violation should include violator's name or unit address (both if available) and a detailed description of the alleged violation, i.e. date, time, location, etc.
- C.** The Board and/or the Manager will correspond with the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to correct the violation.
- D.** If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the following Section XII, Enforcement Procedures and Assessments for Rule Violations.



## **XII. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULES VIOLATIONS**

- A.** The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guests or residents, including tenants and employees (if any), of his or her Unit.
- B.** Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents as the Board may determine in its sole discretion. 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 responsible 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 E4 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 a Unit Owner in violation.
- E.** Prior to the imposition of an enforcement assessment for a violation, written notice(s) will be served upon the alleged responsible Unit Owner specifying the following:
  - 1. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment
  - 2. A description of the Condominium Property damage or violation
  - 3. The amount of the proposed charge and/or enforcement assessment
  - 4. 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.
- F.** 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 no later than the tenth day after receiving the notice required by Item 5a above.
  - 1. 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.
  - 2. 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.
- G.** The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

### **XIII. POLICIES AND PROCEDURES FOR COLLECTIONS**

- A.** All assessments, including maintenance fees, are due on the first day of the month and are considered late if not received by the 10<sup>th</sup> day of the month.
  
- B.** The following actions will be taken for delinquent accounts:
  - 1. If an account is delinquent for 60 days, written notice will be hand delivered, mailed or posted on the Unit Owner's front door.
  - 2. Liberty Pointe reserves the right to use all means within the Bylaws and the law to collect the debt which may include court action against the delinquent Unit Owner.
  - 3. If an account remains delinquent for 90 days, a letter will be sent the Association's legal counsel to file a lien against Unit Owner's property. Liberty Pointe's legal counsel is fully authorized by the Board to file liens.
  - 4. If accounts remain delinquent for 150 days, the Board may initiate a foreclosure action. Foreclosure actions may be delayed due to litigation (if applicable).
  
- C.** Unit Owners will be responsible for:
  - 1. All monies due to the Association.
  - 2. A \$25.00 per month administrative late charge.
  - 3. All legal fees associated with the collection process.
    - a. Any payments made will be applied in the following order:
      - i. Interest and/or administrative late fees owed to the Association.
      - ii. Collection costs, attorney's fees incurred by the Association.
      - iii. Principle amounts owed on the account for common expenses and assessments.

**XIV. IMPORTANT TELEPHONE NUMBERS**

**Emergency:**

Police/Fire Emergency.....911  
Police - Non Emergency.....(330) 425-7874  
Fire/EMS – Non Emergency.....(330) 562-2862  
Summit County Sheriff.....(330) 643-2181  
Poison Control Center.....(216) 231-4455

**Utilities:**

Ohio Edison (Electric).....(800) 633-4766  
Dominion (Gas).....(800) 362-7557  
All Digital Satellite.....(740) 922-6934  
Time Warner Cable.....(800) 892-2253

**KareCondo:**

Customer Service.....(330) 688-4900  
Fax.....(330) 688-4932  
Emergency.....(330) 734-8303

**General:**

Twinsburg Public Library.....(330) 425-4268  
State Farm Insurance.....(440) 602-7600  
Post Office (Twinsburg).....(330) 425-8032

# LIBERTY POINTE CONDOMINIUM ASSOCIATION, INC.

## OWNER/OCCUPANT(S) INFORMATION

The Ohio State Condominium Laws, under Statute 5311.09 (A)(2), states, "Within thirty days after a Unit Owner obtains a condominium ownership interest," that this information be provided to the Association; and 5311.09 (A)(3) states that, "Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit Owner shall notify the association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information."

OWNER(S) NAME(S): \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
(IF DIFFERENT FROM UNIT ADDRESS)

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

The following information is required in order to effectively protect your property, possessions and that of all of our owners.

**PET(S)** 1) Dog: \_\_\_\_\_ Cat: \_\_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

2) Dog: \_\_\_\_\_ Cat: \_\_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

If none, check here

**VEHICLE(S)** 1) Color, Make & Model \_\_\_\_\_ License # \_\_\_\_\_

2) Color, Make & Model \_\_\_\_\_ License # \_\_\_\_\_

3) Color, Make & Model \_\_\_\_\_ License # \_\_\_\_\_

4) Color, Make & Model \_\_\_\_\_ License # \_\_\_\_\_

If none, check here

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
(Must be able to provide access to your unit for emergency entry)

Please note that this form is to be completed in its entirety to prevent the Association from re-requesting the information. Providing partial or no information within the required 30 days of receipt may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response.