BUNTINGTREE CONDOMINIUM OWNERS' ASSOCIATION, INC.

RULES AND INFORMATION

Welcome to your Buntingtree Condominium. On behalf of the Buntingtree Condominium Owners' Association, Inc. (the "Association"), we hope you will enjoy your stay here. Our objective is to reasonably maintain Buntingtree as a pleasant residential community to live. To accomplish this, we have established a set of Rules that pertain strictly to living at Buntingtree in the condominium atmosphere.

These are common sense Rules which take into consideration the reasonable health, safety, comfort and property rights of all Occupants. We trust you will find them reasonable and that you will cooperate by upholding them.

The Board of Directors is given the authority to promulgate these Rules by the Declaration of Condominium Ownership and Bylaws, which are recorded at Volume 14664, Page 1, et seq., of the Cuyahoga County Records. Your copies of the Declaration and Bylaws should be obtained from the previous Unit owner. (Copies are available from the Management Company at an additional cost.)

We ask that you keep these Rules handy and that you refer to them when necessary. If something arises that may not be covered in this booklet, please do not hesitate to contact Renner Management Group, Inc. at (440) 237-5567. Additional information is also contained in the Buntingtree Declaration of Condominium Ownership and Bylaws.

This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

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INTRODUCTION

Buntingtree Condominium is comprised of 114 townhouse style Units. Washington Avenue is a public dedicated street, maintained by the City of North Royalton. Madison, Langdon, Bassett and Sherman Lanes are private streets which are reasonably maintained by the Association, as are the guest parking lot and driveways.

As a private condominium association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is comprised of five Unit Owners, each serving a two year term. The Board manages Association affairs on behalf of all Unit Owners.

The Annual Meeting for the election of Board Members is held in May.

Buntingtree Condominium Owners' Association, Inc. is incorporated in the State of Ohio as a not-for-profit organization.

Renner Management Group, Inc., a professional management company, handles the day-to-day management of the Association. They are responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association (e.g., snowplowing and landscaping) and monitoring these services. They also act in an advisory capacity to the Board of Directors. Any questions or inquiries should be directed to Renner Management Group, Inc. at (440) 237-5567.

CHANNELS OF COMMUNICATION

- The Board of Directors consists of five (5) individuals who are Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's scheduled meetings. Call the Management Company for date and time.
- In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's 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 to assure that your concerns and questions are properly addressed and answered.

I. ENVIRONMENT OF COMMON ELEMENTS

A. GENERAL

1. Exterior and Interior modifications and/or alterations that will impair the structural and integrity or would structurally change the Buildings, Units, garages, or grounds are prohibited.

   To submit a request for an exterior modification the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for exterior modifications.

2. Additions and alterations to the Common Elements are the responsibility of the Unit Owner and must be maintained to the standards set forth by the Association. Specifications for new patios and decks, windows, replacement storm/screen doors, etc. are available from the Management Company.

3. Storage of any items in the Common Elements is prohibited. Wading pools, basketball hoops, tents, bikes, sandboxes, picnic tables and other patio furnishings must be stored in the Unit Owner's garage or on the rear patio or deck, not on front decks or in limited common and Common Elements. Use of sandboxes, grills and picnic tables is limited to rear limited Common Elements.

4. Recreational activities in the Common Elements are prohibited.
   a. Residents under 14 years of age must be under the supervision of an adult while in the Common Elements.
   b. The Unit Owner will be responsible for all damage caused by recreational activity.
   c. Recreational activity may be conducted only within the confines of a Unit Owner's limited Common Elements and only with that Unit Owner's permission.

5. Skates, scooters, skateboards and bicycles are prohibited on grass areas.

6. Snowmobiles are prohibited on the Common Elements. Mopeds, dirt bikes and motorcycles are prohibited on grass areas but are allowed for ingress and egress only.

7. Occupants must not interfere with or give instructions to any contractor or maintenance person performing duties on the Condominium Property. If you have a suggestion or question, please contact the Management Company.

8. Littering is prohibited.

9. Unit Owners are prohibited from climbing sides of the Buildings or placing themselves in dangerous situations in common Elements or Limited Common Elements. If Occupants are injured, the Association could be held liable.

B. PARKING AND MOTOR VEHICLES

1. All available space in driveways and garages must be first utilized for parking by all Unit Owners, Occupants and their families. In the event additional parking space is needed for an Occupant, a written request must be made to the Board of Directors. Approval will be granted if the request is deemed necessary and if space is available. The Board retains the right to revoke such approval.

2. Parking of any vehicle on the grass is prohibited.

3. Parking in the mail center lot is available only for guest use or for temporary (24 hour) use of Occupants. (Please refer to I B 1. above.) Any vehicle in violation may be towed and stored at the vehicle owner's expense.

4. On street parking is prohibited between 2:00 a.m. and 6:00 a.m.

5. On street parking is prohibited until after pickup on rubbish collection day. Violators may be towed and stored at their own expense.

6. A snow parking ban will be in effect on all streets when snowfall exceeds 2 inches. Any vehicle in violation may be towed and stored at the vehicle owner's expense.

7. Parking is prohibited within 30 feet of any stop sign or intersection, or in any cul de sac or fire lane.

8. Vehicles must be parked in the direction of traffic flow.

9. The speed limit is 25 miles per hour on Washington and 5 miles per hour on the side streets.

10. Parking or storage of any boat, trailer, house trailer, camping trailer, mobile home or trailer, motor home, commercial or non-residential garageable vehicle in the open on any part of the Condominium Property, including driveways, is prohibited except for loading or unloading, which must not exceed a 12 hour period.

11. Repairs or servicing to any vehicle while parked on any part of the Common Elements are prohibited. Repairs or servicing of any vehicle are permitted within a Unit Owner's garage. Any vehicle leaking fluids must be repaired immediately. The Unit Owner is responsible for any costs incurred in cleaning the damaged area. Inoperable vehicles may not be stored in any part of the Common Elements.

13. Any vehicle in violation of these Rules may, in addition to all other remedies, be towed and stored at the owner’s expense.

II. ASSOCIATION RESPONSIBILITIES

A. Building exterior, foundation and roof;

B. Gutters and downspouts;

C. Driveways and concrete patios;

D. Balconies and front decks;

E. Common Element insurance: Only the Board may submit claims against the master insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you and 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.

F. Street lights;

G. Street signs and entrance sign;

H. Mail center;

I. Grass cutting, fertilizing and reseeding of lawn areas;

J. Care and maintenance of Common Element trees and shrubs, and

K. Retaining walls.

III. UNIT OWNER RESPONSIBILITIES

A. All doors, door frames, door screens, windows, window frames and window screens;

B. Garage doors, including garage door mechanisms, tracks, springs, cables, locks and automatic door opener, if any;

C. All heating, cooling and ventilation equipment and pad for heat pump;

D. Exterior water faucet, electrical outlet and exterior light fixtures serving the individual Unit;

E. Utilities separately metered for the Unit and utility service line within the bounds of the Unit;

F. Any approved structure constructed by the Unit Owner or any approved planting planted by the Unit Owner;

G. Insurance for the private Unit Owner and/or Occupant coverage;

H. Watering the lawn, trees and shrubbery adjacent to the Unit often enough during the spring and summer seasons to prevent browning, disease or dying of the lawn, trees and shrubbery, since there is no central water source;

I. Mailbox key.

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

IV. UNIT RESTRICTIONS

A. BUILDINGS

1. No Unit or part of the Condominium Property is to be utilized as a commercial facility.
2. Signs, awnings or antennas are prohibited from being affixed to the Building or windows without the prior written consent of the Board. One standard security system sign is permitted and must be displayed only in the front limited Common Elements.
3. Satellite dishes are prohibited from being affixed to the Buildings, siding or roof. Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the Management Company.
4. Hot tubs and whirlpools are prohibited.
5. Due to underground utility cables in the rear areas of all Units, the Ohio Utilities Protection Service 1-800-362-2764 and your cable company must be contacted before digging in such areas.
6. Radios, televisions and stereos must be kept at a volume, whether inside or outside of the Unit, so as not to cause a disturbance or create a nuisance to another Occupant.

B. PETS

1. All cats and dogs must be on a hand-held leash when outdoors.
2. Cats and dogs must not be left outside, including on decks and patios, unattended or alone. Pets must not be staked or tied in front of Units.
3. Each pet owner must immediately clean up after his pet.
4. Damage to any portion of the Condominium Property caused by a pet will be the responsibility of the Unit Owner to repair.

C. RUBBISH REMOVAL

1. Rubbish must be placed in leak-proof plastic bags or covered trash containers and securely bundled for rubbish pickup.
2. Rubbish and recyclables must not be placed at curbside more than 12 hours before the normal pickup time, and empty rubbish containers must be removed by 8:00 p.m. on the day of pickup.

3. Rubbish containers must be stored in garage.
4. On street parking is prohibited until after pickup on rubbish collection day. Violators may be towed at their own expense.
5. Occupants must contact Rumpke Waste & Recycling Service (1-800-828-8171) to make arrangements for pickup of appliances and large items.

D. PATIOS/DECKS

1. It is the Unit Owner's responsibility to obtain a building permit from the City of North Royalton for the construction of a deck, in addition to prior written Board approval.
2. Grills, chimineas and fire pits may not be used on or below any Building balcony or within ten (10) feet of any Building.
3. Wind chimes are permitted unless they disturb or annoy neighboring Occupants.
4. Seasonal decorations must be removed within 30 days of the holiday.

E. DOORS/WINDOWS

1. Requests for all replacement windows and storm/screen doors must be submitted to the Board of Directors in writing and must be authorized and approved in writing by the Board. All replacement windows and storm/screen doors must be brown in color.
2. Window coverings must be either white or near white in color. Earth tone blinds are also acceptable. Roll-up blinds are permitted on decks provided they are brown in color.

F. UNIT LANDSCAPING

1. Unit Owners may plant flowers to beautify an area within existing beds or limited Common Elements, subject to guidelines established by the Board. The guidelines for such plantings are as follows:
   a. Annuals, perennials and bulbs may be planted with a height limitation of 3 feet.
   b. Trees must be ornamental or dwarf variety. Shrubs must fit within the confines of the area in which they are planted and be maintained at a reasonable size.
   c. Growing vegetables is prohibited in the front limited Common Elements or side of Units.
   d. Plants or vines which cling or adhere to a Building or fence are prohibited.
   e. All plantings will be considered a contribution to the Association and must be maintained by the Unit Owner at his or her expense.

2. The placement of statues and decorative items and/or lawn ornaments in the limited Common Elements:
   a. Front flower beds may contain reasonable ornamentation limited to 4 items. Items prohibited are:

      Statues over 24" tall, plastic/resin figures, wood cutouts, artificial flowers and birdbaths. Small fountains and small flags must be on bed areas. Free standing pots are also permitted on patios and decks. If there are questions about ornamentation, send requests to the Board of Directors.
   b. No more than 6 items (plants, wind chimes, objects, etc.) hanging or standing, (excluding lawn furniture) will be permitted on front decks and steps. You may move other ornamentation, such as birdbaths and bird feeders, to your back patio area.

V. SALE OR LEASE OF A UNIT

Any Unit Owner contemplating selling or leasing a Unit must furnish the Board of Directors written notice of the terms and conditions of any contemplated sale or lease, together with the names and addresses of the proposed purchaser or lessee of the Unit within thirty (30) days of the change in occupancy of the Unit.

A. SALE OF A UNIT

1. After a sales agreement has been executed and at least thirty (30) days prior to transfer, the Unit Owner or his real estate agent must call the Management Company to make arrangements for the waiver of first refusal, maintenance fee update letter and certificate of insurance for the buyer. The name, address and phone number of the purchaser must be provided to the Management Company, in addition to the sales price of the Unit and the name of the mortgagee.
2. The Management Company will coordinate this paper work with banks, real estate agent, appraisers and escrow agents. A transfer fee may be charged to the seller and paid out of escrow from proceeds due the seller at the time of title transfer.
3. "For Sale" signs are prohibited on the exterior of a Unit. Real estate "Open House" signs are permitted only during the hours of an open house.
4. The seller is responsible for providing the following information to the buyer:
   a. Copy of Declaration and Bylaws, and
   b. Copy of the Rules and Information booklet.

B. LEASE OF A UNIT

1. "For Rent" signs are prohibited.
2. A Unit may not be rented or leased for transient or hotel purposes, or for periods of less than thirty (30) days.
3. The Unit Owner must provide the Management Company with the following information prior to tenant move in:
   a. Copy of lease;
   b. Full name and telephone number of tenant;
   c. Names of all Occupants of the Unit; and
   d. License numbers and identification of all vehicles of Occupants.
4. The Unit Owner is responsible for providing the tenant with the Rules and Information booklet.
5. The lease document must contain a clause making it subject to the covenants and restrictions in the Buntingtree Condominium Owners' Association Declaration, Bylaws and Rules.
6. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws and Rules. The Unit Owner will be responsible for enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.

VI. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

A. Maintenance fees are due on the first day of each month and are considered late if not received by the tenth (10th) day of the month and sent to the address on the payment coupon.

B. An administrative late charge of twenty dollars ($20.00) per month will be incurred for any late payment and on any unpaid balance. (The administrative late charge is subject to increase without notice.)

C. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs, incurred by the Association in the collection of delinquent maintenance fees or assessments will be added to the amount owed by the delinquent Unit Owner.

D. Past due maintenance fees will 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 required to perform by the Declaration, the Bylaws or the Rules, the Association may, but shall not be obligated

to, undertake such performance or cure such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, incurred by the Association in securing such performance or cure. 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. 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.

VII. COMPLAINT AND VIOLATION PROCEDURE

A. Complaints against anyone violating the Rules must be made to the Management Company in writing and must contain the signature of the individual filing the complaint.

B. The Board and/or Management Company will, in most instances, contact the alleged violator after receipt of each written complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.

C. If the reasonable effort to gain compliance is unsuccessful, the Unit Owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

VIII. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS

A. If any Unit Owner or his tenant or Occupant violates a Rule in a manner which, by the determination of the Board, seriously affects the rights of others or their property, immediate legal action may be initiated. The entire cost of effectuating a legal remedy to impose Rule compliance, including attorneys' fees, will be added to the account of the violating Unit Owner.

B. The Unit Owner shall be responsible for any violation of the Declaration. Bylaws or Rules by the owner, guests, or the Occupants, including tenants, of his/her home.

C. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.

D. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible Unit Owner's account.

E. In addition to any other action and if application, in accordance with the procedure outline in Section F below, the Board MAY: a) levy an assessment for actual damages and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

F. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed.

1. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:

   a. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and

   b. A description of the property damage or violation; and

   c. The amount of the proposed charge and/or enforcement assessment; and

   d. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. To request a hearing, the Unit Owner must mail or deliver a written "Request For a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item F-1 above.

   a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and

   b. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

IMPORTANT INFORMATION

Important Numbers

Emergency		911
KareCondo Management		(330) 688-4900
North Royalton Police Department	(Non-emergency)	(440) 237-8686
North Royalton Fire Department	(Non-emergency)	(440) 237-4315
Rumpke Waste & Recycling Service		1-800-828-8171
North Royalton City Hall	*www.northroyalton.org*	(440) 237-5686
North Royalton City School District	*www.northroyaltonsd.org*	(440) 582-9031

Buntingtree Board of Directors

Tamarah Mathena	(440) 227-5181
Jaclyn Prosen	(216) 789-1856
Jennifer Gray	(440) 419-1854
Diane Fox	(330) 217-6678
Mary Drost	(440) 552-6967

Government

Ward 3 City Council Representative	Don Willey	*ward3@northroyalton.org*	(440) 237-5277
Ohio State Senate District No. 24	State Senator Thomas F. Patton	*SD24@senate.state.oh.us*	(614) 466-8056
Ohio State House District No. 18	State Representative Mike Dovilla	*district18@ohr.state.oh.us*	(440) 884-8000 1(800) 282-0253