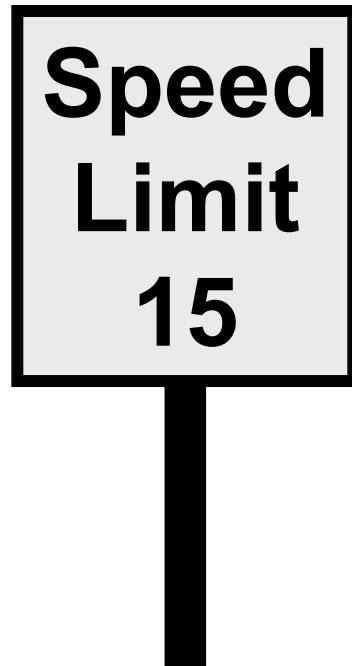




*Please Remind
Others...*

***SAFETY IS EVERY
RESIDENT'S
RESPONSIBILITY!!!***



Handbook of **Rules, Regulations & Information**

*Sweet Brier Condominium
Unit Owners Association, Inc.
Madison Village, OH*

Date Approved: November 18, 2008
Revised: August 2026

**SWEET BRIER CONDOMINIUM UNIT OWNERS'
ASSOCIATION, INC.**

Introduction

Welcome to Sweet Brier Condominiums. On behalf of the Association, we are happy that you have chosen to live in our community and hope you enjoy your Unit and neighbors. Sweet Brier Condominiums is comprised of 113 Units. The names of the streets are: North Brier Patch Lane, South Brier Patch Lane, Lavender Lane, Jasmine Lane, Jonquil Lane, Cornflower Lane, Coralberry Lane, Woodbine Oval, Loganberry Oval, Ribbonwood Oval, Arborvine Oval and Oleander Oval.

As a private Condominium Association, the Lake County recorded Declaration and Bylaws ("Governing Documents") govern the Condominium Property, and the corporation that manages the Condominium Property, which is the Association. Our Annual Meeting is held in August and all Unit Owners are encouraged to attend. Three members are elected to serve as a Board of Directors and manage the affairs of the Association on behalf of the Unit Owners. Each Board Member serves a three-year term and terms are staggered so that one Board member is elected each year. The Board is given the authority to promulgate and enforce Rules by the Governing Documents.

Condominium living is a cooperative effort. These are common sense rules, which take into consideration the health, safety, and comfort of all Occupants of Sweet Brier and assure a uniform appearance, fair treatment, and quality of life throughout the community. We trust that you will find them to be reasonable and will be eager to help uphold them.

The Board, on behalf of the Association, retains the services of a professional community association management company. The Management Company handles the day-to-day management of the Association. Any questions, comments or service requests (in writing, please) should be directed to them. Serious problems or complaints

must always be followed up in writing to the Management Company, for the Board to address.

The Rules are intended to supplement, not replace, the Governing Documents; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Governing Documents will govern.

If you sell your Unit, please make sure that the new buyer is given your copy of the Governing Documents, as well as this Handbook of Rules, Regulations & Information. Additional copies are available through the Management Company or the Lake County Recorder's Office for a fee or can be printed off SweetBrierMadison.com website.

Thank you,

The Board of Directors
Sweet Brier Condominium
Unit Owners Association, Inc.

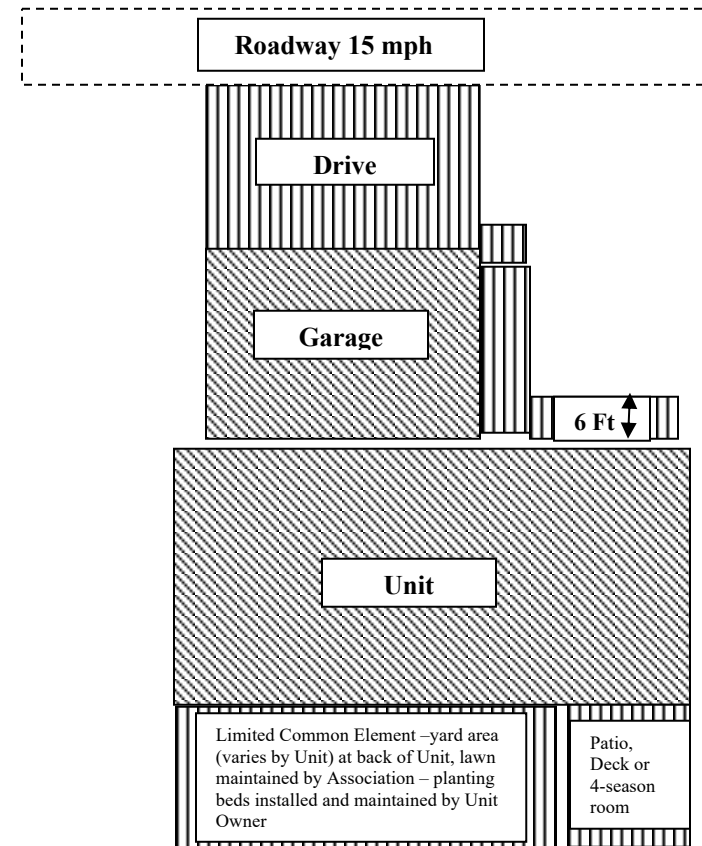
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OWNERSHIP DIAGRAM

	Unit Area – 100% owned, maintained and replaced by Unit Owner
	Common Element: is owned jointly by all the Unit Owners. The Association is responsible for the reasonable repair, maintenance and replacement. The Association is responsible for the reasonable care of the lawns and plantings.
	Limited Common Element: is a form of Common Element, that a Unit Owner is responsible for repair, maintenance and replacement of, which includes driveways, sidewalks and patios. The Board of Directors establishes standards for the installation, repair, maintenance or replacement of any items on the outside of a Unit and in the Limited Common Element.



**SWEET BRIER CONDOMINIUM
UNIT OWNERS' ASSOCIATION, INC.
RULES, REGULATIONS AND INFORMATION**

I. OWNERSHIP DEFINITIONS

A. Unit

1. Everything built and installed for the exclusive ownership and use of the Unit Owner, beginning with the exterior of the building and all elements of the building, are the Unit Owner's responsibility to maintain, repair, and replace to a standard equal to the original appearance and function.
2. Some examples include, but are not limited to, the roof, outside walls (including garage walls), foundations, footers, chimneys and vents, gutters, downspouts, and lights, finishing materials such as siding, utility pipes, lines, fixtures, including geothermal systems, and appliances servicing a single Unit.

B. Common Elements

1. The entire balance of the land and improvements are Common Elements, designed for common use. Some examples include, but are not limited to roadways, entrance lighting and sign, street signs, gazebo, trees, lawns, gardens, shrub beds, plantings, mailboxes, catch basins, retention basin, bridge, fire hydrants, manhole covers and main utility lines servicing multiple Units.
2. The Common Elements are jointly owned by all Unit Owners and managed by the Association. The Association is responsible for the reasonable repair, maintenance, replacement, and management of Common Elements. The Association is responsible for the reasonable care of the lawns and plantings on Common Elements.

3. The Board, through the Management Company, is responsible for hiring and managing the contractors for work performed on the Common Elements. This includes providing project oversight, guidance and direction to the contractors.

C. Limited Common Elements

1. Certain parts of the Association that are Common Elements, designated "Limited Common Elements", are designed and built specifically for the use of one individually owned Unit. Maintenance, repair, and replacement are the Unit Owner's responsibility.
2. Limited Common Elements may include, the driveway; the sidewalks connecting the driveway to the Unit; patio, porch, deck, or fence.
3. The rear Limited Common Element, which varies by Unit, is the yard area at the rear of the Unit, which runs approximately from the back wall of the Unit, to the patio edge, or, to the back wall of the sunroom or all-seasons addition, with the width not going past the sides of the Unit.
4. The Board of Directors establishes the standards for the installation, repairs, maintenance or replacement of any items on the outside of a Unit and in Limited Common Elements.

D. Regulation of Common Elements and Facilities

Using the Common Elements in any manner not in accordance with Rules is prohibited.

II. MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITY

These areas are completely defined in the Declaration of Condominium Ownership. Some, but not all the items, are printed here to assist Unit Owners in developing a personal maintenance schedule.

A. Association's Responsibility

The Association is responsible for the reasonable maintenance, repair, insurance and replacement of the Common Elements and keep them well maintained, in a clean, neat, and sanitary condition. The Association will manage, maintain, repair and replace the following:

1. All roadways, including reasonable snow plowing.
2. Reasonable snow removal only from the driveway.
3. Lawns, planting beds, mulch, trees and shrubs in the Common Elements and the front shrub beds of each Unit.
4. Mailboxes, mailbox posts, street signs, traffic signs, and house number signs.
5. Entrance lighting, sign, gazebo and bridge.
6. Retention basin, retaining walls, manhole covers and drainage ditches.
7. Fire hydrants, water mains and sewer mains.

B. Unit Owner's Responsibility

1. Maintain, repair, insure and replace at Unit Owner's expense, the interior and exterior of the Unit.
2. Maintain, repair and replace all cement work (sidewalk to the Unit, patio, porch, foundation, driveway), including shoveling snow (except on the driveway,

which is plowed by the Association) and applying ice control, if desired.

3. Maintain and keep in good order and repair the Limited Common Elements appurtenant to his/her Unit.
4. Maintain Unit Owner installed planting beds in the Limited Common Element. Responsibility transfers to future owners of the Unit.
5. Maintain, repair and replace geothermal systems; water and sewer lines and fixtures servicing the individual unit.
6. Cleaning and power washing the exterior as needed, i.e. siding, gutters, fences, doors and windows.
7. Immediately report any need for Common Element repair to the Management Company.

III. UNIT OWNER INFORMATION REQUIRED (OHIO REVISED CODE)

A. Within 30 days of purchasing a Unit, a new Unit Owner must provide in writing to the Management Company, the following:

1. Home and business mailing addresses, including winter home address.
2. Home and business phone numbers of Unit Owner(s).
3. Names of all Occupants of the Unit.
4. Email address of Unit Owner(s).

B. Within 30 days after any change in any of the above occupancy information, Unit Owner shall provide the change in writing to the Management Company. For the purposes of this Rule, "occupancy" is defined as staying in the Unit

overnight more than once per month in two consecutive months.

C. Upon request, a Unit Owner must verify or update the information on the occupancy of the Unit.

D. Failure to provide this information may result in an enforcement assessment.

IV. INSURANCE

A. Association Insurance

The Association possesses casualty insurance policies on Common Elements, including the structures and improvements; Association personal property; claims against bodily injury and property damage occurring in Common Elements; and claims against theft and embezzlement. The Association does not insure the Units.

B. Unit Owners' Insurance (HO-3)

Unit Owners must obtain their own Homeowners Insurance to provide adequate dwelling, property and liability coverage for their Unit, which is a free-standing unit, including but not limited to, the attached garage, the foundation, slab, floors, roof and all exterior and interior walls.

The Association does not insure the Units.

V. CONDO LIVING REGULATIONS

1. Any changes, (additions, improvements, architectural, or landscaping) to the Common Elements are prohibited, except as expressly permitted in these Rules and Governing Documents.

2. Any changes, (additions, improvements, architectural or landscaping) to the Limited Common Elements are prohibited without prior written approval from the Board, through the Management Company, except as otherwise provided by these Rules and Governing Documents. Unit Owners must submit such requests in writing to the Management Company.
3. Please refer to the Architectural and Landscaping section for information and standards (see section X). Contact the Management Company for questions.

A. General

Condominium Association living differs from residing in a typical residential neighborhood. In such a close community it is important to achieve a balance where people can enjoy outdoor activities without causing disruption or annoyance to others. What may be pleasing to someone may be offensive to others. While it is impossible to foresee all activities, the following Rules are intended to encourage basic common courtesy and respect for one another.

1. Except as otherwise provided by these Rules, each Unit shall only be used as a residence by the Unit Owner, his/her family, and guests.
2. Storing anything in the Common Elements when not in direct use by the Unit Owner, or after sundown is prohibited.
3. Limited Common Elements must be properly maintained.
4. Neither the Association nor its contractors are responsible for damage to a Unit Owner's or Occupant's personal property left outside during landscaping or snowplowing season (e. g. lawn furniture, hoses, potted plants, etc.) It is up to Unit Owners to protect their personal items.

5. Any damage caused negligently, accidentally or willfully, by a Unit Owner, guest, or Occupant to the Common Element will be repaired by the Association at the Unit Owner's expense.
6. Clothes, sheets, blankets, laundry, or any other cloth or material similar to cloth, are prohibited from being exposed on any part of the Common or Limited Common Elements.
7. Window air conditioners are prohibited.
8. Unit Owners are prohibited at any time, to perform maintenance on Common Elements, (such as mowing, weed whacking, fertilizing, leaf raking/blowing, snow plowing/blowing or any other type of service) that is under an Association service contract.
9. Altering, constructing or removing anything in the Common Element(s) is prohibited.
10. Unit Owners are permitted to install and maintain their own landscaping if they receive prior written approval from the Board through the Management Company. Altering, constructing or removing anything in the Limited Common Element(s) is prohibited without prior written approval from the Board, through the Management Company.

B. Recreation

1. Recreational equipment (i.e. sports equipment, portable basketball hoop, inflatable pool) is prohibited to be left outside the Unit's garage when not in use. Recreational equipment is prohibited in the Common Elements between sundown and sunrise.

2. Streets are primarily for transportation. Recreational traffic must at all times be conducted carefully, and in a manner deferential to vehicles. Safety is the sole concern.
3. Bicycles must be parked and stored in the garage and are prohibited to be left outside the Unit unattended or after sundown.
4. All activities near, in or on the retention basin are prohibited, included, but not limited to, swimming, wading, walking or skating on ice, or use of flotation device. Refrain from sitting, standing, kneeling, jumping or setting anything heavy on the walls around the retention basin, as they are not built or designed for that kind of use.
5. Fishing and remote-control boating is permitted if the Unit Owner has returned a completed and signed Pond Use Waiver form to the Management Company. This form can be found on the Sweet Brier website or through the Management Company.
6. Fishing is catch and release. Fish must be unhooked immediately and released back into the water to minimize air exposure and stress.
7. Children 10 and under are prohibited within 10 feet from the edge of the retention basin, unless under the direct supervision of a responsible adult, 18 years of age or older, who remains within 15 feet of the child. See Appendix for the complete set of Pond Safety Supervision Rules.
8. All activities near, in or on the creek are prohibited, included but not limited to swimming, fishing or wading.
9. To protect privacy and prevent damage, the use of, the operation and control of, drones or other remote flying devices are prohibited on Condominium Property.

C. Signs & Sales

1. All signage is prohibited in the ground and in the windows (i.e. political, commercial vendors, social), except for For Sale and Open House signs, and home security signs. See page 30 for more information on For Sale and Open House Signs.
2. Garage sales, yard sales, moving sales, estate sales and similar activities are prohibited due to lack of additional parking, noise and disturbance issues. Additionally, national statistics indicate increased crime in neighborhoods after garage sales, as well as increased traffic.

D. Rubbish & Recycling Removal

1. Rubbish must be drained, wrapped and kept in tied waterproof plastic bags prior to being placed in the rubbish collection company's container. Trash, rubbish, or recycling is not permitted outside the Unit unless in a sealed rubbish collection container. Recycling is an optional service paid for by the unit owner.
2. Rubbish and recycling containers are prohibited outside the Unit except when placed on the curb no earlier than 7:00 p. m. the night before. (The container must be outside before 7:00am the day of collection to be picked up. Times may vary depending on the season. Notice will be communicated by the Management Company.) The containers must be put back in the garage on the day of collection before sundown.
3. Large items of rubbish (old furniture, large appliances, mattresses, etc.) must be removed from the Condominium Property at the Unit Owner's expense, by calling ahead to arrange pick up. Rubbish may be placed on the curb no

earlier than 7pm the night before pickup.

4. Any type of large dumpster must be placed on the driveway and must receive prior written approval from the Board, through the Management Company.
5. Placing items on the curb, marked "Free", is prohibited.
6. Flushing of toxic fluids (oil, paint, etc.) down the storm sewer drain is prohibited. Dispose of these items appropriately.
7. Yard waste must be placed in brown paper yard waste bags and placed at the curb on mowing day only. The yard waste bags will be picked up by the landscape contractor.

E. Exterminating & Wildlife

1. All exterminating services to the interior or exterior of the Unit is the Unit Owner's responsibility.
2. The Association will provide exterminating, if needed, to Common Element structures and landscaping. Contact the Management Company.
3. Bird feeders, if desired, must be placed in the Limited Common Element. Seed droppings must be contained to prevent wildlife infestation. Bird feeders are prohibited in the Common Elements.
4. Ground feeding of any wildlife (e.g. geese, ducks, muskrats, chipmunks, squirrels, rabbits, cats, etc.) is prohibited, for safety and to avoid property damage.
5. Goose management is the Association's responsibility.

F. Firewood Storage

Firewood is prohibited to be stored anywhere other than a garage.

G. Noise & Nuisance

1. Be considerate of neighbors when playing a musical instrument, stereo, radio, or television and using offensive language in your Unit or outside.
2. If noise or other nuisance substantially bothers an Occupant, he/she may try contacting the offending party. If the noise or nuisance does not stop or is intolerable, an official complaint should be filed with the Madison Village Police Dept. at the non-emergency number and follow-up in writing to the Management Company.

H. Security

Security is one of the major concerns of all Occupants. Your cooperation will be appreciated. Report any suspicious activity to the Madison Village Police Dept.

1. Report any strange persons or activities promptly to the Madison Village Police Dept.
2. Garage doors must be closed when unattended and overnight for security purposes, and insect and rodent control.
3. The Unit Owner may install on their Unit, at their expense, a security system for their protection. Be mindful of camera direction and any privacy issues. A small home security sign may be displayed. Security equipment installed in Common Elements is prohibited.

4. Report any theft first to the Madison Village Police Dept. and then to the Management Company.

I. Soliciting

Since this is private property, local solicitation permits do not apply. Signs stating “No Soliciting” are posted on the Condominium Property.

1. Non-political dispensing of flyers or other types of solicitation or door-to-door solicitation is prohibited, with the exception of flyers from the Association. Call the Madison Village Police Dept. to report any activity.
2. Political Solicitation –The solicitation by a politician and/or political candidate is permitted, as required by law.

J. Lawn Watering

1. It is a Unit Owner’s responsibility, as joint owners of Common Elements, to water during the landscaping season, particularly hot, dry summer months. Unit Owners must water the lawn/planting area surrounding their Unit, including Common Elements and Limited Common Elements, often enough to prevent browning, disease, and dead grass, plants or trees.
2. Any lawn or planting which is damaged or destroyed due to Unit Owner’s negligence or failure to water, will be repaired and/or replaced at Unit Owner’s expense.
3. Any repair or replacement of lawn and plantings, on the Common Elements or Limited Common Elements, by the landscapers or snowplow company, is the Unit Owner’s responsibility to water often enough for the grass and plants to grow and stay alive.

4. When needed, the Unit Owner must provide water to the Association for use on Common Elements.

K. Flags & Flag Etiquette

The Board of Directors supports our nation and its military, as well as Unit Owners' desire to display flags that are representative of these causes. In an effort to ensure that Unit Owners display these flags respectfully, in a way that honors the values that each flag is intended to symbolize, the Board has adopted the following rules.

1. A flagpole is permitted within the Limited Common Elements in the front, or rear, of a Unit without prior approval from the Board, through the Management Company.
2. Unit Owners are permitted to display flags that are currently protected by Federal and State laws, subject to applicable Board-adopted rules. Specifically, Unit Owners are permitted to display the following flags on a flagpole: The United States flag, State flag, POW/MIA flag, military flags and Blue Line flag. Only the American Flag (Stars & Stripes) is permitted to be flown by itself.
 - a. A flag with a mounting bracket installed on the front of the Unit is permitted.
 - b. No flag is permitted to be attached flat against the vinyl siding of a Unit.
 - c. All flags are limited in size up to, and including, four feet by six feet (4' X 6') in overall dimension.
 - d. Flags must be made of nylon, polyester, or cotton material.

3. Unit Owners must maintain proper flag etiquette at all times.

L. Sex Offenders

1. A person who is classified a Tier III or Tier II sexual offender/child-victim offender or any future equivalent classification, and for whom the County sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. Use of Common Elements is prohibited.
2. The Association is not, however, liable to any Unit Owner or anyone visiting a Unit 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.

VI. PETS

A. Restrictions on Types, Roaming and Noise

1. Only dogs, cats, and other household pets, may be kept in any Unit, provided they are not kept, bred, or maintained for any commercial purposes. No farm animals, livestock, fowl or poultry of any kind; no undomesticated or dangerous reptiles, shall be raised, bred or kept in any Unit, Limited Common Element or Common Element.
2. Animals are prohibited from being left unattended, tied or staked on the Condominium Property or permitted to run loose. Exception: A dog may be kept within a Board-approved fenced-in area between the hours of 8:00 a. m and 8:00 p. m. provided the dog does not create a nuisance as described below.

3. Animals must be on a hand-held leash when outside and controlled at all times.
4. Pet owners should exercise common courtesy and respect as to where a pet is walked.
5. The Board has the right to require the owner of any pet to remove the pet from the Condominium Property upon three days' notice if the pet(s) is causing or creating a nuisance or unreasonable disturbance. Upon the pet owner's receipt of such notice, the pet's owner shall promptly and permanently remove said pet from the Unit and from the Condominium Property. Examples of nuisance behavior or behavior that constitutes a detrimental effect for purposes of this rule include, but are not limited to, the following:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day.
 - c. Pets outside the Unit who are not accompanied by and under the complete physical control of their owner and on a hand-held leash.
 - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s).

B. Pet Clean Up and/or Damages

1. Pet owners are responsible for the immediate and complete clean up after their pets anywhere on the Condominium Property. Disposing of waste on other parts of the Condominium Property is prohibited.
2. Unit Owners are liable for any and all damages caused by their, Occupant's, or guest pets to the Condominium Property, including but not limited to, shrubs, plants, trees and grass.

VII. INTERIOR REGULATIONS

A. General

1. The Unit Owner and his/her family and guests shall use the Unit as a residence.
2. The use of blankets, sheets, etc. as window treatments, or any other item or material not designed and sold as window coverings is prohibited. Curtains, shades, drapes, and blinds with white, near white or beige backs are acceptable window coverings.

B. Hazardous Items

1. Propane tanks for gas grills must be stored in the garage or on the patio.
2. Propane tanks for fireplaces must be painted white. The tanks require regular maintenance by the Unit Owner, which includes, washing or painting the tank, to remove rust, chips, dirt, and discoloration. The Unit Owner must have the tank removed if no longer in use.
3. Fireworks are prohibited.

C. Noxious & Offensive Activity

1. Noxious odors within a Unit that can be detected from outside the Unit are prohibited.
2. Illegal, hazardous, or dangerous activity in any Unit or in Common or Limited Common Element is prohibited.
3. Unit Owners, occupants, or guests shall not cause, permit, or maintain the accumulation, placement, or storage of rotting food, garbage, trash, rubbish, debris, scrap, abandoned items, or uncontained junk of any kind within any Common Elements or Limited Common Elements. Creating or maintaining any foul odor, wet filth, or unsanitary condition that breeds, harbors, or attracts insects, rodents, vermin, or other pests is strictly prohibited.

VIII. PARKING, VEHICLE, TOWING, TRAFFIC, SNOW

A. Parking and Motor Vehicles

1. The primary parking spaces for each Unit are the garage and driveway of each Unit.
2. Parking of vehicles of any kind on any grass or unpaved area at any time is prohibited.
3. Parking on the streets of Condominium Property is prohibited between the hours of 11:00pm and 7:00am, without prior written approval by the Board.
4. A gravel parking pad located near the corner of Jonquil and Jasmine, is sized for two vehicles, and available first come, first served, for Unit Owners and their guests. Overnight parking is permitted in this space.
5. Gasoline and electric powered vehicles such as motorcycles, mopeds, scooters, etc., must be stored and

parked only in the garage, and not on the patio.

6. Only currently licensed, operable passenger vehicles are permitted to be parked in driveways. Vehicles with expired plates must be stored in the garage.
7. Commercial vehicles, including any vehicle that displays or has any equipment, signs, commercial license plates, or marking of a commercial nature, including snowplows or snowplow hitches, will not be parked or stored on any driveway or roadway within Condominium Property. Commercial vehicles during normal business hours in conjunction with deliveries to the Condominium Property, or the maintenance, repair, or replacement of a Unit is permitted.
8. A commercial vehicle, truck, trailer, or semi-trailer, with more than two axles must load and unload from road and is prohibited in the driveway.
9. Vehicles in violation of the rules are subject to towing.
10. The following vehicles are prohibited to remain on Condominium Property, including driveway or roadway, without prior written approval from the Board through the Management Company, if the vehicle cannot be stored in the garage.
 - a.) No trailer of any type, camper, mobile home, motor home, recreational vehicle, house car;
 - b.) Bus, truck (other than a sports utility vehicle, two-axle truck with no more than four tires or van of less than one ton or less load carrying capacity);
 - c.) Boat, jet ski, or similar vehicle or equipment.
11. "For Sale" or similar signage is prohibited in, on, or from any vehicle parked or stored on the Condominium Property other than a garage.

12. All licensable vehicles on the Condominium Property must be operable and driven by licensed drivers.

B. Traffic Regulations and Vehicle Repairs

1. The speed limit is 15 m.p.h. For the sake of pedestrians and safety, extreme caution must be used at all times.
2. When entering and exiting the development, please stay to the right of the gazebo, driving in a counterclockwise direction. The road is a one-way street, going around the gazebo.
3. Minor repairs or the routine maintenance of vehicles must be done in the garage.
4. Vehicles are prohibited to be left on any type of lifting equipment (jack) outside of garage or overnight.
5. Washing of vehicles is permitted in the Unit's driveway. Any leakage of fluids or draining of oils or anti-freeze, which defaces the driveway surfaces, must be promptly cleaned. The Unit Owner is responsible for promptly cleaning the parking surfaces where the leak occurred.
6. Flushing of toxic fluids (oil, paint, etc.) down the storm sewer drain is prohibited.

C. Towing

1. In addition to other remedies, any vehicle or equipment in violation of these rules may be towed and stored at the Unit Owner's expense, regardless of whether the vehicle or equipment belongs to the Unit Owner.

2. Violators will be responsible for all expenses incurred, whether or not the vehicle is actually towed.
3. Reference Ohio Revised Code 4513.60 for more information.

D. Snow Season Regulations

1. Snow Removal service is provided by the Association, who has the responsibility to hire and manage the contractor and the work performed. All questions and concerns shall be directed to the Management Company.
2. The snow removal contractor is hired to reasonably plow the roadways and driveways of the Condominium Property. Salt and chemical de-icers are not used on the community roads.
3. Unit Owners may remove snow and use de-icer on their sidewalks and around their mailboxes for safety. The Unit Owner may remove snow and ice from their own driveway, by hand or by using a personal snow blower. Unit Owners are prohibited from hiring or allowing snow plows for their personal use on Limited Common Elements or Common Elements.
4. During snow season, Unit Owners are encouraged to park their vehicles inside the garage. Vehicles parked on the driveways may prevent the contractor from adequately clearing the snow or clearing the snow at all. If a vehicle is in the driveway, the driveway most likely will not be plowed.
5. Street parking is prohibited during snow season, so the snow plow contractors can work safely and effectively.

6. Report damage from snow plow equipment to the Management Company immediately.
7. Snowfall or freezing/thawing cycles can create unexpected icy conditions on driveways and sidewalk areas. Unit Owners and their guests must take care, use caution and pay attention to the conditions that exist to ensure safety while on the Condominium Property.
8. The snow removal contractor places stakes on the Condominium Property as markers to help keep the plows on the concrete areas and eliminate, or at least reduce, damage to lawn/grass. From time-to-time these stakes are knocked down. Unit Owner's help is needed to keep the area well marked. Please, if you can, put back any stakes you find on the ground.

IX. CABLE TELEVISION AND SATELLITE DISHES

A. Cable Television

1. Cable television is a private agreement between the Unit Owner and the cable company and is at the expense of the Unit Owner.
2. Installation of additional cable wires must be made from the interior of the Unit. If exterior cable must be installed, then the installation must be secured under siding. Loose, exposed wiring is prohibited.
3. When cable service is connected, it is the responsibility of Unit Owners to follow up with the cable company to make sure the wiring is properly buried into the ground and will not be an obstruction for the landscape company.
4. When cable service is disconnected, the Unit Owner must make sure there are no exposed wires and those service

lines are properly secured against the building for future hook ups.

5. Television and radio antennas are prohibited.

B. Satellite Dish

1. Installation of any satellite dish/antenna in the Common Elements is prohibited. Installation must be done in the Limited Common Element only. Satellite dishes may be placed (pole mounted) in the Limited Common Element mulch beds, or on the roof of the Unit, preferably at the back of the Unit.
2. The Unit Owner are responsible to have non-operational satellite dishes removed immediately.

X. ARCHITECTURAL AND LANDSCAPING STANDARDS

Any changes, alterations, additions, improvements, or removals to the Common Elements are prohibited.

A. Architectural Modification Procedures

Any changes, alterations, additions, improvements, replacements or removals to the Limited Common Elements and to the exterior of the Unit, require prior written approval from the Board, through the Management Company, except as otherwise provided in the Rules or Governing Documents. Unit Owners are responsible for approved changes and this responsibility transfers to future owners of the Unit.

Under Ohio State Law, HB 135, effective July 20, 2004, which was an amendment to the Ohio Condominium Act, no enclosed

additions may be built without an affirmative vote from 100% of the Unit Owners. This includes screened-in three season's rooms.

Procedures for submitting a request for change:

1. Send a written description of any proposed improvement, with as much detail as possible, as well as a drawing with detailed dimensions to the Management Company, who will relay the request to the Board for review. Please see the sample Architectural Modification Form in the back of this book.
2. The Board will approve or deny the request and the Unit Owner will receive a written response from the Management Company.
3. Construction must be completed within 90 days. Prompt removal of materials and debris and restoration of disturbed landscaping is required.
4. Unit Owners who make a change without prior approval may be required to remove the installation at Unit Owner expense, and/or be levied an Enforcement Assessment for failure to follow the rules and regulations.

B. Exterior Modification Standards

The following standards are provided for specific improvement projects in the Limited Common Element; exterior modifications to the Unit; and required regular maintenance.

1. Driveways & Sidewalks

- a. Maintenance, repair and replacement of the driveway, and the sidewalk, from the driveway to and around the Unit, is the Unit Owner's responsibility and must meet the standards determined by the Board.

- b. Replacing a driveway or sidewalk requires prior written approval from the Board through the Management Company.
- c. Changes to the size and shape of the driveway or sidewalk requires prior written approval from the Board.
- d. Driveways and sidewalks require regular maintenance by the Unit Owner, which includes but is not limited to, cleaning, power washing, leveling, patching, sealing, and crack repair.
- e. Decorative coatings on sidewalks and driveways are not allowed.

2. Siding

- a. Maintenance, repair and replacement of the siding on the Unit is the Unit Owner's responsibility and must meet standards determined by the Board.
- b. The siding must be white vinyl, and must match the style, shape, size and color as the original.
- c. Replacing the siding for the whole Unit or large section, requires prior written approval from the Board through the Management Company.
- d. Regular cleaning and power washing of the siding on the whole Unit is required to keep it free from mold, dirt and buildup. The Unit Owner is responsible for siding repairs, excluding damage caused by the landscaper's equipment.
- e. Report siding damage from landscaper's equipment to the Management Company.

3. Storm Doors

- a. Maintenance, repair and replacement of storm doors are the Unit Owner's responsibility and must meet standards determined by the Board.
- b. Installing or replacing a storm door requires prior written approval from the Board through the Management Company.
- c. Storm doors must be full view with clear glass. Frames must either be white or match existing color of the front door.
- d. The Unit Owner has the option of converting the storm door for warm weather use if screen inserts are a standard part of the door.
- e. Damaged doors, broken windows and torn screens must be repaired at the Unit Owner's expense, within 30 days after receipt of written notice.
- f. The use of plastic and other non-glass window or door liners are prohibited on the exterior of the Unit.
- g. The storm door requires regular maintenance by the Unit Owner, which includes cleaning and painting.

4. Front, Side, Patio and Garage Doors

- a. Maintenance, repair and replacement of exterior doors are the Unit Owner's responsibility and must meet standards determined by the Board.
- b. Replacing a door requires prior written approval from the Board through the Management Company.

- c. Doors must be replaced with the same style as the original door.
- d. Plain brass "peepholes" may be installed on front door.
- e. Front doors must be painted one of the approved colors, Sweet Brier Red, Sweet Brier Green, Sweet Brier Blue, Sweet Brier Grey, Sweet Brier White or Sweet Brier Black, made by Sherwin Williams. For more information, see the Sweet Brier website or contact the Management Company.
- f. Doors require regular maintenance by the Unit Owner, which includes washing and painting.
- g. Garage man doors and side utility closet doors must be painted Sweet Brier White.
- h. The Unit Owner is responsible for painting the wooden frame around the exterior doors on the Unit, including but not limited to, front door, side door, garage door, garage man door.
- i. Garage doors must be white, no windows, and same panel style, as original door.
- j. Garage screen doors must be installed on the inside of the frame, not be visible when door is closed, and requires prior written approval from the Board, through the Management Company.

5. Windows, Glass & Screens

- a. Maintenance, repair and replacement of windows are the Unit Owner's responsibility and must meet standards determined by the Board. Replacement windows require prior written approval from the Board

through the Management Company.

- b. Windows must have white exterior framing, with the same number of mullions as existing windows and must fit the existing window opening.
- c. Broken windows, fogged windows and torn screens must be repaired at the Unit Owner's expense, within 30 days after receipt of written notice.
- d. The use of plastic and other non-glass window is prohibited on the exterior of the Unit.

6. Exterior Lights

- a. Maintenance, repair and replacement of exterior fixtures are a Unit Owner's responsibility and must meet standards determined by the Board.
- b. A similar style in black or brass, preferably black, must be used for repair or replacement of exterior light fixtures.
- c. All exterior light fixtures on the front of the Unit must match.
- d. Installing an exterior light on the Unit triggered by a motion detector requires prior written approval from the Board through the Management Company.

7. Fences, Decks & Porches

a. Fences

- i. Fence installation, maintenance, repair and replacement, is the Unit Owner's responsibility and must meet standards determined by the Board. This

responsibility transfers to future owners of the Unit.

- ii. Installing or replacing a fence requires prior written approval from the Board through the Management Company.
- iii. Any fence installation must be white vinyl. Any other fencing is prohibited
- iv. Fencing is strictly confined to each Unit's designated rear Limited Common Element. Fencing is prohibited from extending beyond the edge of the patio, or the back wall of the sun room or all-seasons addition, and from extending beyond the sides of the Unit, into the Common Element.
- v. The fence's privacy panels may not exceed six feet (6') tall
- vi. A picket fence may not exceed four feet (4') tall.
- vii. Installation must provide for adequate gate opening of at least sixty inches wide (60"), (typically double gates) to allow ingress and egress of landscaper's equipment.
- viii. Gates must be unlocked on mowing day. Gates narrower than 60" may be inaccessible by the mowing contractor.
- ix. Unit owners are encouraged to maintain the yard area inside the fence, which may include, mowing, trimming, weeding, and blowing leaves.
- x. Fencing requires regular maintenance by the Unit Owner, which includes, but is not limited to, repairs,

cleaning, power washing, and leveling.

b. Decks

- a. Deck installation, maintenance, repair and replacement, is the Unit Owner's responsibility and must meet standards determined by the Board. This responsibility transfers to future owners of the Unit.
- b. Installing or replacing a deck requires prior written approval from the Board through the Management Company.
- c. Decks are strictly confined to the Unit's designated rear Limited Common Element, which is the area at the rear of the Unit, which runs approximately from the back wall of the Unit, to the patio edge, or, to the back wall of the sunroom or all-seasons addition, with the width not going past the sides of the Unit.
- d. Wood and non-wood decking is acceptable.
- e. Decks require regular maintenance by the Unit Owner, which includes, but is not limited to, cleaning, power washing, leveling, sealing, staining, and painting.

c. Porches

- a. Porch maintenance, repair and replacement, is the Unit Owner's responsibility and must meet standards determined by the Board.
- b. Replacing a porch or any component, requires prior written approval from the Board, through the Management Company. Replacement front porches and railings must be white and of the same size and style as the original. Wooden porches may be replaced with

white vinyl.

- c. The front porch requires regular maintenance by the Unit Owner, which includes, but is not limited to, cleaning, power washing, leveling, sealing, patching, and painting wooden porch posts and railings.
- d. Storing personal property after sundown or when not in use is prohibited on the front porch, excluding furniture and decorations intended for outdoor use. Trash and debris must be removed promptly to avoid accumulation.

8. Patios

- a. Patio installation, repair, maintenance and replacement is the Unit Owner's responsibility and must meet standards determined by the Board.
- b. Patio installation or replacement requires prior written approval from the Board through the Management Company.
- c. Any changes to the size or shape of the patio requires prior written approval from the Board, through the Management Company.
- d. All modifications on or to the patio, (i.e. installing a canopy, awning, gazebo, etc.) requires prior written approval from the Board through the Management Company.
- e. Storing personal property after sundown or when not in use is prohibited on the patios, excluding furniture designed and sold for outdoor use, bird feeders, and grills.

- f. The patio and patio walls, require regular maintenance by the Unit Owner, which includes, but is not limited to, cleaning, power washing, sealing, patching, and leveling.

9. Roof & Shutters

- a. Maintenance, repair and replacement of the roof and shutters are the Unit Owner's responsibility and must meet standards determined by the Board. Roof replacement requires prior written approval from the Board through the Management Company.
- b. Roofing shingles must be black asphalt, architectural, dimensional style shingles, that match the color and style of the original roof. Other types of roofing material are prohibited.
- c. Black shutters may be installed to front windows, with prior written approval from the Board through the Management Company.
- d. Solar panels are prohibited on the Unit and on Condominium Property.

10. Mailboxes

- a. Maintenance, repair and replacement of mailboxes and mailbox posts, is the Association's responsibility. Report any maintenance or repairs needed, to the Management Company.
- b. Planting around the mailboxes is prohibited by the Unit Owners. The Association maintains the Common Element planting beds.

- c. With prior written approval from the Board, and from the Post Office, the Unit Owner may install a white mailbox on the Unit, near the front door.
The following requirements must be followed:
 - i. Get a written note from your doctor, explaining why you cannot go to the curb.
 - ii. Get approval from Sweet Brier: Submit an Architectural Modification form, along with the doctor's note, to the Management Company, requesting approval.
 - iii. Get approval from the Post Office: Submit the required form to the Post Office, requesting approval.
 - iv. Install a white mailbox on the Unit, only after you receive both the Sweet Brier approval and the Post Office approval.
 - v. Contact the Management Company for information and questions.

C. Landscape Modification Standards & Procedure

1. Landscape Modification Procedure

Procedures for submitting a request for change:

- a. Send a written description of any proposed improvement, with as much detail as possible, as well as a drawing with detailed dimensions to the Management Company, who will relay the request to the Board for review. Please see the sample Architectural Modification Form in the back of this.
- b. The Board will approve or deny the request and the Unit Owner will receive a written response from the Management

Company.

- c. Construction must be completed within 90 days. Prompt removal of materials and debris, and restoration of disturbed landscaping, is required.
- d. Unit Owners who make a change without prior approval may be required to remove the installation at Unit Owner expense, and/or be levied an Enforcement Assessment for failure to follow the rules and regulations.

2. Common Elements

- a. Common Elements are the responsibility of the Association. Any changes, alterations, additions, improvements, or removals to the Common Elements are prohibited.
- b. The lawns, trees, shrubs, mulch beds and plantings in the Common Elements, around the Condominium Property, are the Association's responsibility to maintain.
- c. The Board, through the Management Company, are responsible for hiring the contractors and overseeing the work performed on Common Elements. Unit Owners are prohibited from directing, interfering with, and refusing any Association contractor and the work they have been hired to perform. Contact the Management Company for all concerns and questions.
- d. Unit Owners are prohibited at any time, to perform maintenance on Common Elements, (such as mowing, weed whacking, fertilizing, leaf raking/blowing, snow plowing/blowing or any other type of service) that is under an Association service contract.

- e. As joint owners of the Common Areas, it is the responsibility of Unit Owners to sufficiently water the grass seed, plants, trees and bushes, that have been planted near their Unit, to keep them alive and growing. When needed, the Unit Owner must provide water to the Association for use on Common Elements.

3. Unit - Front Beds

- a. The front shrub beds of each Unit, are the Association's responsibility to maintain. The Association hires a landscaping contractor to perform regular maintenance on the beds, which includes, but is not limited to, trimming, pruning, weeding, mulching, planting, and replacing shrubs as needed. Black mulch is applied to the front beds by the landscape contractor.
- b. The Association determines what bushes, trees and plants in the front bed will be removed; if and when they will be replaced; and which front beds will be reduced in size, for easier maintenance and cost savings.
- c. It is the responsibility of the Unit Owner to sufficiently water grass seed, new plants, bushes or shrubs, and plants that have been moved or transferred to the front bed, to keep them alive and growing.
- d. Unit Owners are prohibited from changing the size or shape of the beds and from installing edging or a retaining wall around the front beds.
- f. Unit Owners, at their expense, are permitted to remove and replace the shrubs and plants of the front shrub beds with prior written approval from the Board, through the Management Company. Black mulch must be used; any other color of mulch or any other material is prohibited in

the front beds. Garden stones or pea gravel is prohibited.

- g. Unit Owners shall be permitted to plant annual or perennial flowers in their front bed; to install landscape lighting; and ornamental objects and structures, in the Unit's front bed, according to standards determined by the Board.
- h. Unit Owners must maintain all their own landscaping additions or modifications, in the front shrub beds, at their own expense, and must meet the standards determined by the Board. Responsibility transfers to the future owners of the Unit.
- i. The Association, through the Management Company, directs and manages the work of the landscape contractor. Unit Owners are prohibited from confronting, refusing or redirecting the work of the contractor. Contact the Management Company for questions and concerns.

4. Unit - Side Beds

- a. Unit Owner installed beds along the sides of the Unit require prior written approval from the Board through the Management Company. Plantings may include, flowers, bushes, or shrubs.
- b. Unit Owner installed beds, must be maintained by the Unit Owner. Required regular maintenance includes, but is not limited to, trimming, weeding, pruning, mulching, removing and replacing plants as needed.
- c. Black mulch must be used; any other color of mulch or any other material is prohibited. Garden stones or pea gravel is prohibited.

d. Installing edging or a retaining wall around the side bed is prohibited.

- e. Unwanted beds and plantings must be removed and converted to grass by the Unit Owner.
- f. The maintenance and responsibility of Unit Owner installed beds and plantings transfers to future owners of the Unit.

5. Unit - Rear Beds

- a. Unit Owner installed beds along the rear of the Unit or along the sides of the patio require prior written approval from the Board through the Management Company. Plantings may include flowers, bushes, shrubs, or vegetables.
- b. The rear beds are not to exceed past the outer edge of the patio, or the back wall of the sunroom or all-seasons addition, and must not exceed the sides of the Unit.
- c. Black mulch must be used; any other color of mulch or any other material is prohibited.
- d. Unit Owners shall be permitted to install landscape lighting, and ornamental objects and structures, in the rear bed, according to standards determined by the Board.
- e. Any garden, shrub(s), tree(s) birdbath(s) or any other ornamental objects and/or structures are prohibited to be placed in or extended into the Common Elements from the Limited Common Elements.
- f. Unit Owner installed beds, must be maintained by the Unit Owner. Required regular maintenance includes, but is not limited to, trimming, weeding, pruning, mulching, replacing plants as needed. Owner installed landscape

improvements, structures and fixtures is the responsibility of the Unit Owner to maintain and repair.

- g. The maintenance and responsibility of Unit Owner installed beds, plantings, and landscape improvements, transfers to future owners of the Unit.
- h. Unwanted and unused beds, plantings and landscape improvements, must be removed and converted to grass by the Unit Owner.
- i. Each Unit Owner shall be obligated to maintain and keep in good order and repair the Limited Common Elements appurtenant to his/her Unit.

6. Tree Planting – by Unit Owner

- a. Installing trees in Common Elements, is prohibited without prior written approval from the Board, through the Management Company. Plans must include type of tree, size at maturity and location.
- b. When planting a tree, Unit Owner must be responsible for damage that may occur to underground utility service connection or lines at the time the tree is being planted; as well as for any future damage that may be caused as a result of growth of the tree. Before planting a Unit Owner must call Utilities Protection Services and have the utilities marked.
- c. It is the responsibility of the Unit Owner to sufficiently water the new tree to keep it alive and get it established. When needed, the Unit Owner must provide water to the Association for use on Common Elements.
- d. The tree becomes a donation to the Common Elements and under the responsibility of the Association.

7. Decorations in the Front of Units

a. Decorative Objects

- i. Objects must not impede contract services. Contractors are not responsible for any damage to objects that interfere with the performance of the contract services.
- ii. Decorations may be attached to the Unit and Unit Owners will be responsible for any repairs necessary.
- iii. Holiday decorations (e.g. seasonal wreaths, holiday lights and flags) are encouraged, provided they are not installed prior to November 15 and are removed by January 31.
- iv. Other seasonal decorations (not more than five feet tall) may only be displayed for a period of one week prior to and one week following the day of the holiday.

b. Flowerpots in Front of Unit

- i. The placing of flowerpots around entranceways and porches are encouraged, provided they are maintained.
- ii. Large objects converted for use as flowerpots are prohibited without prior written approval from the Board, through the Management Company.

XI. VOLUNTARY SALE OR LEASE OF A UNIT

A. For Sale and Open House Signs

- 1. A temporary “For Sale” sign can be displayed inside the window of a Unit. Otherwise placing “For Sale” signs anywhere on the Condominium Property is prohibited.

2. Two “OPEN HOUSE” signs may be posted: one next to driveway; and one at the entrance; only on Sundays between 1:00 p.m. and 6:00 p.m., while person (s) holding Open House are on the Condominium Property. Signs must be removed no later than 6:15 p.m. Any violation of the above sign rules will result in the removal of the signs at the Unit Owner’s expense. It is the responsibility of the Unit Owner to be sure that the real estate agent understands these rules and follows them accordingly.

B. Sale of Unit

1. Within 30 days of signing a sales contract, a Unit Owner must furnish the following information to the Management Company:
 - a. Name of all occupants.
 - b. Home and business mailing addresses.
 - c. Home and business telephone numbers.
 - d. Email addresses
 - e. Emergency name and contact information
2. Any change in the information required must be provided to the Management Company within 30 days of the change.
3. After a sales agreement has been executed and at least 30 days prior to transfer, the Title Company will request information about the Association insurance and any maintenance fees still due.
4. The Management Company will coordinate with banks, real estate agent, and escrow agents. An “Escrow Demand Fee” will be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
5. The seller is responsible for providing the following items to the buyer: Copy of the Declaration, Bylaws, and Handbook of

Rules, Regulations and Information. (If seller does not have any of the above, he/she should contact the Management Company for copies for a fee or print the documents off the Sweet Brier website.)

C. Lease of Unit

The Association has elected, by amendment to the Declaration, to become a community of all resident owners.

1. No Unit shall be leased by a Unit Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident Unit Owners.
2. The leasing restriction does not apply to ~~units~~, which are occupied by the parent (s) or child of the Unit Owner.
3. To meet a special situation and to avoid an undue hardship or practical difficulty, the Unit Owner has the right to lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, through the Management Company, for a one-time only lease of their Unit to a specified renter for a period not less than six consecutive months nor more than 24 consecutive months. The one-time hardship exception may in no event be extended beyond the one 24-month period.
4. In no event shall a Unit be rented by the Unit Owner thereof for transient purposes, which is defined to mean rental for any period less than six full, consecutive calendar months, nor leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing a Unit, in whole or part, is also prohibited.
5. All leases must be in writing, must require the lessee to abide by the terms of the Declaration and the Bylaws, as well as any Rules adopted by the Board. The Board of Directors has the

right to dispossess the lessee or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules. The Unit Owner will continue to be liable for all obligations of ownership of his/her Unit and will be responsible to the Board of Directors for the conduct of his/her lessee and any damage to the property. Copies of all such leases must be delivered to the Board, through the Management Company, prior to the beginning of the lease term.

6. If a Unit is leased in accordance with the above, the Unit Owner must provide the Management Company with:
 - a. The Unit Owner's home and business mailing address and telephone number, and email address.
 - b. The names of the tenant (s) and all Occupants of the Unit, their phone numbers and email addresses.
 - c. A copy of the lease.

XII. MAINTENANCE FEE COLLECTION POLICY, COMPLAINT PROCEDURE AND RULES ENFORCEMENT

A. Collection Policy

All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the 10th of the month ("the late date").

1. After the late date, an administrative late charge of \$20.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
2. All payments must be made payable to Sweet Brier Condominium Unit Owners Association, Inc. and

submitted to the Management Company.

3. Monthly invoices may be requested of the Management Company. These invoices are provided as a courtesy only. The Association assumes no liability for delayed or undelivered invoices. Payment in full is due on or before the due date. Failure to receive an invoice does not relieve an Owner of the obligation to pay assessments on time.
4. If a Unit Owner is more than 30 days past due, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.
5. Any payments made by the Unit Owner shall be applied in the following order:
 - a. Interest owed to the Association,
 - b. Administrative late fees owed to the Association,
 - c. Collection costs, attorneys' fees and paralegal fees, the Association incurred in collecting the assessment; and, finally,
 - d. Oldest principle amounts the owner owes for common expenses or penalty assessments, charged to the account.
6. Payments marked with notations contradicting the above order of application, as referenced in number 4 above, or disputing the amount owed, will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded.
7. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money

judgement, and foreclosure. Once judgement is obtained, the Association may proceed with post-judgement action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorneys' fees, recording costs, title reports, and court costs, will be charged back to the account.

8. While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless, through a formalized payment plan or Receiver.
9. If any Unit Owner (either by their conduct or by the conduct of any Occupant) fails to perform any other act required by the Declaration, the Bylaws or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
10. If an account is more than 30 days past due and the Association becomes aware that the Unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the Common Elements with all costs charged back to the account.

B. Complaint Procedure

Requests and recommendations may be sent (mail or e-mail) to the Management Company.

1. Complaints about a rule violation must be in writing and include the signature of the complaining occupant.

These complaints must be mailed or emailed to the Management Company who, in most instances, will 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. The Board cannot take enforcement action without signed, written complaints.

2. The Management Company will not act on anonymous complaints. An Occupant must sign his/her name and address before the Management Company or Board can act.
3. If reasonable efforts to gain compliance are unsuccessful, the violating Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

C. Enforcement Policy

1. The Unit Owner is responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guests, or the Occupants, including tenants, of the Unit Owner's home.
2. 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 attorney fees, shall be added to the account of the responsible Unit Owner. In other words, the Board, at their discretion has the right to proceed with legal action for any violation of the Association's Governing Documents or Rules, and can

- add all incurred costs to the Unit Owner's account.
3. All costs stemming from any violation, including enforcement assessments, cleaning, repairs or removal, will be charged to the responsible Unit Owner's account.
 4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may:
 - a. Levy an enforcement assessment for damages and/or cleaning of the common elements or other property.
 - b. Levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day.
 - c. Levy an enforcement assessment for the approximate cost to physically remove the violation.
 - d. For any violation of the Governing Documents or Rules, that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
 5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - a. Written notice(s) will be served upon the alleged responsible Unit Owner.

- b. A description of the property damage or violation will be specified.
 - c. The amount of the proposed charge (or if unknown, a reasonable estimate of the proposed charge) or enforcement assessment.
 - 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.
 - e. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
6. To request a hearing, the Unit Owner must email, mail or deliver a written "Request for a Hearing" notice which must be received by the Board, through the Management Company, not later than the tenth day after receiving the notice required by Item 5. above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing, the Management Company will 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.
 - b. At the hearing, the Management Company, the Board and the alleged responsible Unit Owner only, have the right to present any evidence. This hearing, which is limited to 15 minutes, will be held in Executive Session and proof of hearing, evidence of

written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall be become part of the hearing minutes. Within 30 calendar days of the hearing, the Unit Owner will be sent written notice of the Board's decision, from the Management Company.

- c. In the event of an enforcement assessment hearing, or court hearing, copies of the complaints and the complaining party identity will be made available to the alleged violator.
- d. The Association may file a lien for an enforcement assessment that remains unpaid for more than 10 days.

XIII. RECORDS INSPECTION

A. Records Available

- 1. Unless otherwise prohibited by law or this policy, any Unit Owner may examine and copy (including receiving copies or other information by email) the books, records, and financials of the association (the "Records"), for any reasonable and proper purpose, pursuant to the requirements, charges, and standards set forth by this policy.
- 2. A Unit Owner may not examine or copy any of the following Records that concern, pertain to, or contain information about:
 - a. Information that appertains to personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters.

- b. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or community property-related matters.
- c. Information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements.
- d. Information that relates to the enforcement of the Declaration, Bylaws, or rules against other Unit Owners or that would constitute an unwarranted invasion of privacy of any other Unit Owner.
- e. Matters or issues the disclosure of which is prohibited by State or Federal Law.

B. Written Request to Inspect

- 1. A Unit Owner who wants to inspect, copy or receive any Association record must submit a written request to the Management Company. The request must specify the particular record(s) desired, including pertinent time periods, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
- 2. No Unit Owner may submit more than one request for inspection and/or copying in a 30-day period.

C. Only Unit Owners or Authorized Representative May Inspect

- 1. Every Unit Owner has the right to inspect, copy or receive association records in compliance with the rules and procedures contained in this policy.

2. A Unit Owner may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the Unit Owner's behalf.

D. Rules of Conduct and Procedure Governing Request to Inspect/Copy

1. All inspections shall take place at the Association's office or at such other location as the Board designates. No Unit Owner shall remove original records from the location where the inspection is taking place.
2. The Association shall make records available for inspection within a reasonable time, but no more than 30 days after the Management Company actually receives the written inspection request. This timeframe may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner (by telephone, in person, by email or in writing) that the records are available, and specify the time, date, and place for the inspection.
3. If the Unit Owner requests to receive documents by regular mail or email, the Association will provide the requested records within a reasonable time, but no more than 30 business days, after the Association actually receives the written inspection request. This time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable.
4. The alteration, in any manner, of any Association record by a Unit Owner is prohibited.

5. All people inspecting or requesting copies of records must conduct themselves in a business-like manner and shall not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association, through the Board or Management Company will assign one staff person or other Association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one Association-designated person.
6. During an inspection, the Unit Owner may designate for copying records by use of a tab, clip, or Post-It note on the page(s) desired.
7. Copies shall be available within 30 days of receipt of the request, unless the voluminous nature or condition of the records makes this timeframe impractical. In such cases, the copies will be made available as soon as practical.
8. Unit Owners may not exercise their inspection or copying rights to harass any other Unit Owner or Occupant, Board Member, Association Manager (or anyone at the Management Company), Officer, Director, or Employee.

E. Charges for Copies and Inspection

1. Upon written request, the Association will provide draft (unapproved) or approved Association meeting minutes for open Board meetings and Annual meetings at no charge.
2. Other than Association meeting minutes the Unit Owner must pay the going rate per page for copying

regular or legal sized records. In addition, the Unit Owner will pay a minimum clerical fee based on the contracted rate, for the copying of pages.

3. To preserve the sanctity of the Records, a physical records inspection requires the presence of a staff member. The Unit Owner must pay the contracted rate for staff or other representative attendance at the records inspection.
4. The Unit Owner must pay the costs of copying, providing or inspection at the time of billing for copies or actual inspection. However, the Board may in its sole discretion, require advance payment.

XIV. HARRASSMENT POLICY

- A. The Association will not tolerate harassment of any Unit Owner, Occupant, employees, contractor, or other party for any reason, to the extent protected by Federal, State or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status or veteran status. All harassment is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact or violence.
- B. If a Unit Owner or Occupant feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Management Company. If a Unit Owner or Occupant is unable for any reason to contact the Management Company, or the Management Company is the one performing the prohibited harassment, then contact the Board of Directors. Everyone is expected to cooperate with any such investigation.

Sweet Brier Condominium Unit Owners Association Pond Safety Supervision Rules

Purpose: The Board has adopted these Pond Safety Supervision Rules out of direct concern for the health and safety of Sweet Brier Condominium occupants and guests. The pond is approximately 15-feet deep, and has steep banks in certain areas around the pond.

Authority: The Board has adopted these Rules in accordance with its authority under the Bylaws, and the Ohio Condominium Act.

1. Child Supervision Requirement

Any child age ten (10) years or younger is prohibited within ten (10) feet of the edge of any pond, retention basin, drainage pond, or similar body of water located on Sweet Brier Condominium Property unless under the direct supervision (as later defined) of a responsible adult, 18 years of age or older, capable of assistance in the event of injury, emergency, or incapacity.

2. Definition of “Directly Supervised”

“Directly supervised” means active, continuous, and attentive supervision by an adult who is physically present with the child and capable of immediate intervention at all times.

To satisfy the direct supervision requirement, the adult must:

- Remain within unobstructed visual contact of the child at all times;
- Remain close enough to immediately reach and physically assist the child without delay, meaning outside of any building and within 15 feet of the child;
- Continuously monitor the child’s activities and behavior;
- Devote primary attention to supervising the child rather than engaging in distracting activities; and
- Maintain the ability to immediately communicate with and control the child.

Direct supervision is not satisfied if the adult:

- Is inside a residence, garage, vehicle, or other structure while the child is near the pond;
- Is using a phone, tablet, computer, headphones, or other device in a manner that materially distracts from supervision;

- Leaves the child under the care, observation, or control of another minor;
- Is sleeping, impaired, or otherwise unable to immediately respond; or
- Cannot immediately reach the child due to distance, obstructions, or inattention.

The Board may consider all surrounding facts and circumstances in determining whether adequate direct supervision was maintained.

3. Violations and Enforcement

Any Owner, including resident, tenant, guest, invitee, or occupant of Owner, found in violation of this Rule shall be subject to an enforcement assessment (fine) of One Hundred Dollars (\$100.00) per child, per occurrence, following notice and opportunity for hearing to the extent required under applicable Ohio law and the Association's governing documents.

Each separate incident, date of occurrence, or child involved may constitute a separate violation as determined by the Board in its reasonable discretion.

- First occurrence: \$100
- Second occurrence: \$150
- Third and subsequent occurrences: \$200 per occurrence

4. Responsibility of Owners

Owners are responsible for ensuring that their tenants, occupants, family members, guests, and invitees comply with this Rule.

5. Effective Date

This Rule became effective on June 10, 2026 upon adoption by the Board of Directors and distribution to the membership as required by the Association's governing documents and Ohio law.

SWEET BRIER ANNUAL MEETING INFORMATION

The Annual Meeting for Sweet Brier Condominium Association is held in August. All unit owners are encouraged to attend. The purpose of the meeting is for the unit owners to elect board members and to conduct general business. The Board of Directors consists of three board members, who manage the affairs of the Association on behalf of the unit owners. Each board member serves a three-year term, and terms are staggered so that one board member is elected each year.

The meeting notice and proxy form is mailed to all titled owners of record in July. The proxy form must be completed and signed by the titled owner, and returned by the due date in order to meet quorum of 51%, or the meeting will be rescheduled.

Unit owners must be present at the Annual Meeting in order to vote. Each unit gets one vote. A unit owner may vote by proxy, if unable to attend, provided the proxy form was signed and returned prior to the meeting.

The following qualifications must be met to run for an open board member seat. You must live in the unit; be the titled owner or spouse of the titled owner; be paid up on all fees and charges; and have no rules violation. Also, board members may not come from the same unit.

SWEET BRIER BOARD MEETINGS

The Board of Directors schedules two to four Open Board Meetings per year, and invites all Sweet Brier Owners to attend.

Notice of meetings can be found on the Sweet Brier website, in the newsletters, posted on the Cornflower bulletin board, and from emails sent by the Management Company.

The Board holds Executive Meetings four to six times a year, and as needed.

**SWEET BRIER CONDOMINIUM
ARCHITECTURAL & LANDSCAPE MODIFICATION
REQUEST**

Get approval first, before work begins

Date _____

Name _____

Address _____

Telephone _____

Email _____

Request for:

_____ Garage door	_____ Windows	_____ Propane Tank
_____ Front door/storm door	_____ Canopy/Awning	_____ Tree(s)
_____ Fence	_____ Patio	_____ Mulch bed
_____ Porch	_____ Roof	_____ Shrubs
_____ Front Lights	_____ Shutters	_____ Other

Description of Requested Modification:

Drawing of Requested Modification:

Unit Owners are responsible for any installed improvements and betterments. This responsibility transfers to future owners of the Unit.
Return completed form to the Management Company.