



The Enclave at Rosemont  
Ridge Condominium Owners'  
Association, Inc.  
Handbook of  
Rules, Regulations &  
Information

WELCOME TO THE ENCLAVE AT ROSEMONT RIDGE CONDOMINIUM OWNERS ASSOCIATION!

On behalf of the Association, we would like to welcome you to The Enclave at Rosemont Ridge. We hope you find The Enclave at Rosemont Ridge a very nice place to live. To accomplish this, we have established a set of Rules and Regulations that pertain strictly to living at The Enclave at Rosemont Ridge in a condominium atmosphere. These are common sense Rules and Regulations that take into consideration the health, safety, and comfort of our residents. We hope you will find them reasonable and will cooperate by upholding them. We ask that you keep this handbook handy and that you refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact KareCondo, at P.O. Box 1714, Stow, OH 44224, or telephone: (330) 688-4900.

Additional information is contained in The Enclave at Rosemont Ridge Declaration and Bylaws as recorded in **Volume 55783783** of the Summit County Records. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Summit County Recorder's office or from KareCondo Management Company for a copy charge.

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

Sincerely,

The Board of Directors  
The Enclave at Rosemont Ridge Condominium Owners Association

## CHANNELS OF COMMUNICATION

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

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

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered. Any maintenance performed by a vendor on behalf of a Unit Owner at the Unit Owner's expense will not be reimbursed if that Unit Owner did not contact the Management Company and utilize proper channels in order to have the maintenance issue remedied.

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## INTRODUCTION

The Enclave at Rosemont Ridge Condominium Owners Association is comprised of 104 condominium Units within 17 buildings located on Rosemont Blvd.

Located in the City of Fairlawn, the Condominium Property is served by the Fairlawn Police, Fire Departments and the Fairlawn branch of the U.S. Postal Service.

Roads within the Condominium Property are private and are maintained by the Association.

Rubbish is picked up on Friday and your trash receptacles must be located outside of your garage for pick up.

As a private Condominium Association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is composed of five Unit Owners, each serving staggered three year terms. The Board manages Association affairs on behalf of all Unit Owners. The Board of Directors normally meets monthly. Monthly meetings are open to all Unit Owners. Meetings may be cancelled or the meeting place changed by the Board. Unit Owners must call the Management Company prior to any meeting for updates of any changes. Unit Owners wishing to address the Board for a specific purpose must provide a one week notice of said purpose to give the Board time to plan a more responsible and informative meeting.

The Annual Membership Meeting for the election of Board Members will be held in the first calendar quarter of each year, on a date and hour established, from time-to-time, by the Board of Directors. Written notice of the Annual Membership Meeting will be provided at least seven (7) days prior to such meeting. However, notice is normally provided 30-60 days in advance.

KareCondo, a professional Condominium Property management firm, handles the day-to-day management of the Association. It is 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. It also acts in an advisory capacity to the Board of Directors. Any questions or inquiries must be directed to KareCondo at (330) 688-4900. KareCondo's 24/7 emergency number is (330) 734-8303 and should only be utilized for true emergencies that threatens Condominium Property. If you have an emergency which threatens people or there is a fire, please call 911.

KareCondo's website address: [www.Karecondo.com](http://www.Karecondo.com)

**I. ENVIRONMENT OF COMMON ELEMENTS:** Definition - Everything within the condominium property except for the bounds within individual units.

**A. GENERAL**

1. Littering is prohibited.
2. Smoking is prohibited in the Common Element clubhouse, garages and shared hallways.
3. For ground floor Units, the Owners are permitted to plant flowering bushes, perennials, annual flowers or bulbs in the existing foundation beds alongside the Unit. Maintenance, including but not limited to watering, trimming and weeding of these plantings is the responsibility of the Unit Owner. The flowers must be consistent in height and size to the surrounding plantings but must not exceed the height of the first floor window sill. Annual flowers, bulbs, and other similar perennials should be cutback and cleaned-up after the summer season, no later than October 31<sup>st</sup> each year. All other plantings require prior written permission from the Board (see Architectural Request Procedure under Article IV, C).
4. The placement or storage of items in the Common Elements is prohibited without prior written approval of the Board. Examples of prohibited items include, but are not limited to, bicycles, litter, boots/shoes, vehicles, furniture, and water hoses when not in use, etc.
5. Tents, camping related equipment or any type of portable living quarters are prohibited.
6. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners will be held responsible for any damage caused by their tenants or guests.
7. Baseball, football, golf or any other sporting activities are prohibited.
8. Noise emanating from the Common Element that constitutes a nuisance or causes a disturbance to other residents is prohibited. The local authorities should be contacted to remedy noise emanating from the interior of a unit that constitutes a nuisance or disturbance.
9. ALL construction, repair work, installations, or any type of home improvements involving noise shall be conducted on weekdays (Monday through Friday) from 9:00 a.m. to 6:00p.m. and on Saturday from 9:00 a.m. to 4:00 p.m. Additionally, no work may be performed on Sundays, Holidays, Thanksgiving Friday, and during the days between and including Christmas Eve Day and New Year's Day.
10. Any types of private sales that draw traffic to the Condominium Property are prohibited unless otherwise stated within this handbook.
11. Solicitation is prohibited.
12. No business, trade or profession of any kind, commercial, religious, educational or otherwise is to be conducted out of a Unit.
13. Off road vehicles, skateboarding and rollerblading are prohibited within the Common Elements.
14. Storage of flammable or hazardous items anywhere within the Common Elements is prohibited.

15. Feeding of wildlife is prohibited (Exception: Hummingbird liquid feeders at rear of unit, not attached to unit, are permitted).
16. No-more-than a total of two (2) lawn ornaments are permitted within the side and rear planting bed adjacent to your unit. Lawn ornaments, decorations, statuary and plastic flowers, are prohibited in front planting beds or any other location within the Common Elements.
17. Unit Owners, residents, and guests of Unit Owners and residents are prohibited from disposing hazardous materials within the Common Element, i.e. storm sewers and drains, etc.

## **B. CONTRACTORS**

Neither Unit Owners nor residents shall give work instructions to any Association service contractor, i.e. landscaper, snow removal, exterminator, etc. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to assure that the contractor is performing the work in accordance with their contractual agreement. All service contractor requests must be submitted to the Management Company. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a Unit Owner's/resident's personal property left/stored within the Common Elements.

## **C. GARAGES AND PARKING**

1. The garage must be used as the primary parking space for all residents and the space immediately behind your garage bay should be used as secondary parking.
2. All vehicles must be registered with the Management Company and Unit Owner/Resident with three (3) vehicles or more must utilize guest parking near your unit. Those Unit Owners/residents that have in excess of two vehicles must pay an additional \$50.00 per month per vehicle.
3. All garage doors must be kept closed when not in use.
4. Parking is prohibited at all times in any place not specifically designated for parking.

## **D. MOTOR VEHICLES**

1. The speed limit within the Common Element drives is 15 miles per hour.
2. All vehicles within the Common Elements must bear current license tags. Any vehicle that is left unattended for a period exceeding 72 hours, or any vehicle or trailer prohibited, regardless of time, may be towed and stored at the owner's expense in addition to all other remedies.
  - a. The following vehicles are prohibited from being parked, stored, kept or maintained within the Common Elements unless garaged:
    - i. Vans and Trucks in excess of 3/4 ton;

- ii. Vehicles licensed, painted/signed for commercial purposes; all other types of commercial vehicles, unless providing temporary service to a Unit.
  - iii. Trailers, bikes, boats, or recreational vehicles.
3. Vehicles that are leaking fluid are prohibited from the Common Elements. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
4. Motor vehicles found in violation of the Rules and Regulations may be towed immediately and stored at the owner's expense as posted at the entrance, in addition to any other costs incurred.
5. Off-road vehicles are prohibited.
6. Only minor maintenance to motor vehicles, e.g. interior cleaning, tire change, are permitted within the Common Elements. Oil changes and other engine maintenance are prohibited within the Common Element.

#### **E. SIGNS**

1. Signs are prohibited from being displayed on or from any part of the building, Unit or Condominium Property including but not limited to "For Sale" and "For Rent" signs.

#### **F. PETS**

1. Dogs, cats and other common household pets only are permitted.
2. Wild and/or exotic pets are expressly prohibited.
3. No pet is to exceed 30lbs at maturity.
4. Only one (1) pet is allowed per unit.
5. All pets must be on a hand-held leash, not longer than 6 feet, and under the control of the owner at all times when outside the Unit within the Common Element.
6. Pets shall not be tied, fenced or housed outside of a Unit unattended for any time period.
7. All pet owners are required to immediately remove all feces dropped by their pet(s) and dispose of it in a proper sanitary manner.
8. Pet owners shall be liable for any and all damages caused by their pet to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
9. Washing and/or grooming of pets within the Common Elements is prohibited.



## **G. RUBBISH REMOVAL**

1. All rubbish must be placed in securely tied plastic bags BEFORE disposing in a rubbish container(s) with the lid properly secured. The rubbish container(s) must be marked with the unit address.
2. Rubbish containers must be placed outside of the garage no earlier than 5pm the evening before pickup and returned to the garage on pick-up day.
3. If you have more rubbish than will fit in your containers, please use the dumpster on the property.
4. Residents must call the Management Company and notify them of large item pickups in advance, i.e. furniture, appliances, carpeting, etc. There may be an additional charge by the refuse company for large item pickups that would be applied to your account.
5. A recycling dumpster is available on the property for paper and plastics.

## **II. MAINTENANCE AND REPAIR RESPONSIBILITIES**

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

### **A. ASSOCIATION RESPONSIBILITIES**

The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

1. Structural walls, foundations, exterior roofing, siding and gutters/downspouts.
2. Drives and parking areas (including garages).
3. Interior drywall.
4. All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within a Unit which serve or may serve more than one Unit or the Common Elements and Facilities.
5. All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves located behind the decorated surface of the walls, floors, and ceilings of a Unit, whether or not such utility or service serve the Unit, or any other Unit, or the Common Areas and Facilities;
6. Patios and Decks
7. Common Element landscaping.
8. Snow removal.
9. Common Element exterminating.
10. Exterior lighting installed by the developer.
11. Mail kiosks.

12. Common Element fencing.
13. Building sewer leads to sewer mains and shared drains.
14. Master insurance policy.
15. Utilities not separately metered.

These are only some of the items listed in the Declaration and Bylaws. For more complete information please refer to the Declaration and Bylaws.

#### **B. UNIT OWNER RESPONSIBILITIES**

1. All decorated surfaces, i.e. interior walls, floors and ceilings.
2. All windows, doors and screens, including sashes, jambs and hardware exclusive to the Unit.
3. All heating, cooling and ventilation equipment exclusive to the Unit, to include the exterior pad for the A/C compressor unit.
4. All utility service lines, pipes, wires, and conduits exclusive to the Unit and within the bounds of the Unit.
5. All plumbing, electric, heating, cooling and other utility services lines, pipes, wires, ducts or conduits which serve only the Unit or the fixtures located therein, and which are located within the bounds of the Unit.
6. Interior exterminating.
7. Each resident must have their own Condominium Insurance coverage. The Association carries insurance in accordance with the Declaration; Unit Owners are responsible for all personal contents and liability within their Units. Only the Board may file claims against the master insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone numbers of the Association's Insurance Agent, or see "Important Telephone Numbers" in the rear of this handbook.

#### **C. WINDOWS AND DOORS (Unit Owner Responsibility)**

1. Replacement of exterior doors and windows is the responsibility of the Unit Owner and the following Architectural Guidelines must be followed:
  - a. The replacement door or window must aesthetically be identical in appearance, size, pattern and color to the door or window being replaced;
  - b. Any modifications to a door or window must be submitted in writing to the Board of Directors via the Management Company for written approval. No modified replacements can take place before written approval is received.
2. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior. Any interior installation of these products that become bubbled, worn or discolored must be replaced or removed immediately.

3. Broken window panes or torn screens must be replaced by the Unit Owner immediately at their expense.
4. Only curtains/drapes with white or an off-white backing are permitted as window treatments. Window treatments are defined as curtains, draperies, and vertical or horizontal louvers. Bed sheets or newspapers or other non-window coverings inside of windows are prohibited. Window treatments must appear to be installed correctly and in good condition when viewed from the exterior of the Unit.

### **III. LIMITED COMMON ELEMENT**

#### **A. GRILLING**

1. In accordance with the Ohio Fire Code 308.3.1, and 308.3.1.1, Open-flame cooking devices and Liquefied-petroleum-gas-fueled cooking devices (propane tanks): Charcoal burners, and other open-flame devices shall not be operated on combustible balconies or within ten (10) feet of combustible construction. Violations of this Fire Code are not permitted within the Common Elements.

#### **B. BALCONIES, PATIOS & DECKS**

1. Any modifications and/or additions to balconies, patios and decks must be submitted in writing to the Board of Directors via the Management Company for written approval. No modifications and/or addition can take place before written approval is received.
2. Storage of nontraditional patio furniture and/or personal items on balconies, patios and decks is prohibited.
3. Hanging any items from balcony or deck railings is prohibited.

### **IV. UNIT RESTRICTIONS**

#### **A. GENERAL**

1. All alteration to the Common Elements, Limited Common Elements, to include all exterior modifications, is prohibited without the prior written approval of the Board unless otherwise provided for in this handbook.
2. Garage sales are prohibited.
3. The placement of awnings, screens, wiring, air conditioners, antennas or other items is prohibited on the exterior, or to be visible from the exterior of any Unit without prior written approval of the Board.
4. 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 an exterior modification for consideration.

5. Door, porch, gate, fence or lamp post decorations that are seasonal in nature are permitted during that holiday period only and may not be installed more than three weeks prior to and must be removed no later than 15 days after the holiday, weather permitting. No decorations may be affixed in such a way as to cause damage to the Common Elements.
6. **TELEVISION ANTENNAS;** A satellite dish/umbrella may not be installed anywhere on the Condominium Property, nor are rooftop antennas allowed, without first acquiring written permission from the Board. Cable service is available through Time Warner Cable if desired. No exterior cable installation is permitted without prior approval from the Board or the Management Company.
7. Professionally conducted Estate Sales must have prior approval of the Board and/or Management Company.

#### **B. FLAGS**

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be mounted and displayed on the right hand side of the balcony when facing out from the unit only. The Unit Owner is responsible for the cost of repair to the balcony as a result of the installation or removal of a flag mount.
2. The flag must be made of nylon, polyester, or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The installation of a free-standing flag pole in the ground is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
6. A flag left up after sundown must be lit. Prior Board approval is required before the installation of such lighting.

#### **C. ARCHITECTURAL REQUEST PROCEDURE**

1. A Written architectural request to modify the Common Elements, Limited Common Elements, to include all exterior modifications must include the following to allow the Board to make an informed decision:
  - a. Provide a detailed description of the requested modification.
  - b. Provide a detailed rudimentary drawing of the modification, i.e. indicating dimensions, colors, type of material, etc.
  - c. Include any manufacturer brochures, pictures, etc. if available.
  - d. Renovations/construction shall only be conducted weekdays (Monday through Friday) from 9:00am to 6:00pm and Saturdays from 9:00am to 4:00pm. Additionally, no work shall be performed on Sundays, Holidays, Thanksgiving Friday, and during the days between and including Christmas Eve and New Year's Day
  - e. As a courtesy, please notify your neighbors within your building of any work being done.

#### **D. SALE OF A UNIT**

1. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner, Title Company, or real estate agent must notify the Management Company and make arrangements for a maintenance fee update letter. At the same time as above, the Unit Owner must provide the following:
  - a. Names of all residents;
  - b. Home and business mailing addresses;
  - c. Home and business telephone numbers;
  - d. Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner;
  - e. Sales price; and
  - f. Mortgagee.
  - g. Any change in the information required in a-d must be provided to the Board within thirty (30) days of the change.
2. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A title demand fee for these services will be charged to the Seller whether the unit transfers or not.
3. The Seller is responsible for providing the following items to the Buyer:
  - a. Copy of the Declaration and Bylaws, and any Amendments to same.
  - b. Copy of the Rules and Regulations.
  - c. Copy of all architectural modification approvals.
  - d. Unit access door key(s), mailbox, and garage door key(s)/openers.

#### **E. LEASING OF A UNIT**

1. Any Unit Owner shall have the right to lease all (but not less than all) of his/her/their Unit upon such terms and conditions as the Unit Owner may deem advisable, subject to Board's approval.
2. No Unit shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes.
3. Any lease or sublease of a Unit shall be in writing and shall provide:
  - a. that the lease or sublease shall be subject to Board's approval and to the terms of this Declaration, the Bylaws and rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and rules shall be in default under the lease or sublease;
  - b. that the Association shall have the right to require the Unit Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and rules;

7. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
  - a. Copy of the lease;
  - b. Full name of tenant(s);
  - c. Names of all residents of the Unit; and
  - d. Home and business telephone numbers of tenant(s).
8. **The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules and Regulations.**
9. **The lease must also contain a clause appointing the Board as Agent, with full power of attorney, 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 and regulations.**
10. The Unit Owner is responsible for tenant violations of the Declaration, By-Laws, and/or Rules and Regulations. The Unit Owner shall be responsible for enforcement assessments and all other damages and any recourse the Association may wish to take against a tenant who is in violation.

#### F. MOVING

Move-ins and outs may only take place between the hours of 9:00 a.m. and 9:00 p.m. Move-ins and outs may not unreasonably disturb or inconvenience the other residents. There is a Move-In/Move-Out nonrefundable fee of \$100.00 for each move-in/move-out occurrence. This fee offsets repairs for damage incurred in the moving process. The fee must be paid to The Enclave Condo Association, through the Management Company, seven days prior to the date of move. The Property Manager will inspect the common property upon completion of the move. The Enclave retains the right to charge back to any Unit Owner the costs, exceeding \$100.00, incurred in repairing damage caused during a move-in or move-out. The Unit Owner will be assessed the cost of the repairs.

#### G. COLLECTION POLICY

1. The Management Company provides statements and envelopes to each owner on a monthly basis. All checks should be made payable to the **"The Enclave Condominium Association."**
2. All assessments, including maintenance fees, are due on the fifth (5<sup>st</sup>) day of the month and are considered late if not received by the tenth (10<sup>th</sup>) of the month.
3. An administrative late charge of twenty dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (Subject to increase upon further notice).
4. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association.
  - b. Collection costs, attorneys' fees incurred by the Association.
  - c. Principal amounts owed on the account for common expenses and assessments.
5. Any past due assessments may cause a lien and foreclosure to be filed against

- the Unit.
6. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
  7. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or correct such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or correction incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
  8. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

#### **H. COMPLAINT PROCEDURE**

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

#### **I. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS**

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guest(s), or the residents, including tenants and employees, if any, of his or her Unit.
2. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, 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.

3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against a Unit Owner in violation.
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 specifying:
    - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
    - ii. A description of the Condominium Property damage or violation;
    - iii. The amount of the proposed charge and/or enforcement assessment; and
    - iv. 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.
6. 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 5a 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.
  - 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.
7. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

#### **J. RECORD REQUEST POLICY**

1. Any Unit Owner may inspect and/or copy Association records by appointment at the principal office of the property management company. An owner must make the request for inspection in writing listing the documents to be inspected and/or copied and the reason and purpose for the request. The request may be sent to the Property Manager or any member of the Board of Directors.



2. No owner may submit more than one (1) request for inspection and/or copying in a thirty (30) day period.
3. Inspections may be made during the normal business hours of the principal office of the property management company. The appointment should take place after the appropriate records are made available. Normally, this would be within ten (10) business days after the request is received. During an inspection, the owner may designate for copying such records by use of a removable tab, slip or post-it note on the page(s) desired. Normally, the copies will be made available within ten (10) business days of the date they are designated. Original records may not be removed from the inspection location.
4. Unit owners shall not exercise their inspection rights in order to harass any other owner, agent or the Property Manager. Any owner will be required to sign a log when they inspect records or receive copies showing the date and the records inspected or copied.
5. Upon written request, owners shall be provided meeting minutes at no charge. For records other than meeting minutes, the owner shall pay for copies and for the clerical time involved with retrieval, copying and re-filing the documents. The fee for this service will be determined by the Property Manager and agreed to by the owner. It will be based on the number of copies and the amount of time involved satisfying the request (for retrieval, copies and re-filing).
6. The Board of Directors may withhold from inspection or copying any records that in its reasonable business judgment would:
  - a. Constitute an unwarranted invasion of privacy;
  - b. Constitute privileged information under the attorney-client privilege;
  - c. Involve pending or anticipated litigation or contract negotiations, or
  - d. Involve the discipline or dismissal of a specific member of the Board of Directors.

Please keep this Handbook of Rules and Regulations in the Unit and if the unit should change hands make sure the buyer receives this copy. Thank you for being a part of the Association and for helping to keep our Condominium Property a great place to live.

## IMPORTANT TELEPHONE NUMBERS

### Emergency:

Police/Fire Emergency.....	911
Police - Non Emergency.....	(330) 670-4300
Fire – Non Emergency.....	(330) 668-9510
Fairlawn City Hall.....	(330) 668-9500
Summit County Sheriff.....	(330) 643-2181
Poison Control Center.....	(216) 231-4455

### Utilities:

Ohio Edison (Electric).....	(800) 633-4766
Dominion East Ohio Gas.....	(216) 361-2345
Windstream.....	(800) 347-1991
Waste Management.....	(800) 523-7193
Time Warner Cable.....	(877) 772-2253
Time Warner Website.....	<a href="http://www.timewarnercable.com">www.timewarnercable.com</a>

### KareCondo:

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

### General:

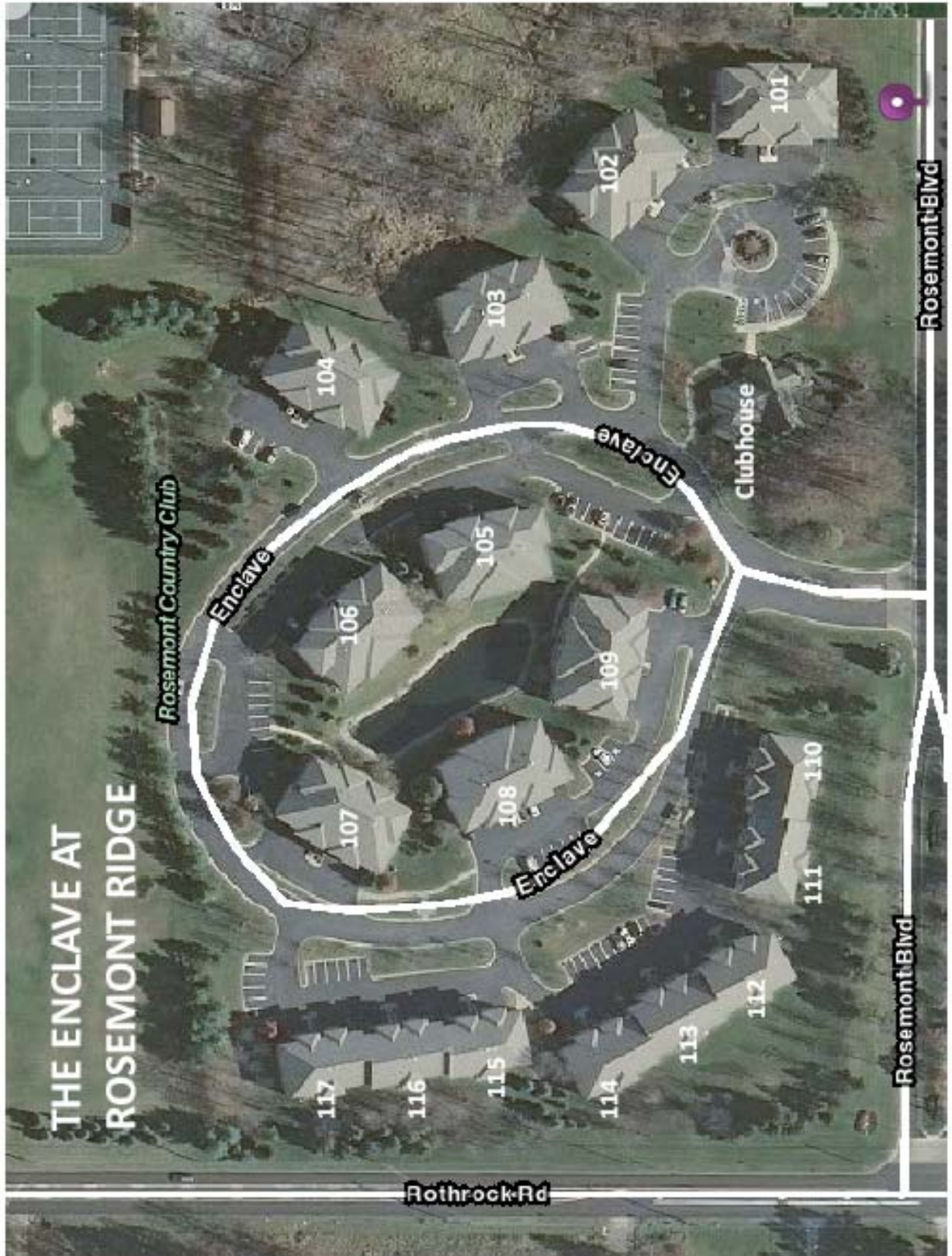
Akron Beacon Journal.....	(800) 777-2442
The Plain Dealer Circulation.....	(800) 362-0727
State Farm Insurance.....	(330) 867-8242
Fairlawn Post Office.....	(330) 666-6781
Animal Control.....	(330) 643-2845

**A. Contractor listing**

IMPORTANT: It is the responsibility of the Unit Owner to contact Contractors for inside Unit repair. You may find the following contractor listing useful. Neither The Enclave nor Kare Condominium Management Company, Inc. will recommend a particular contractor. The choice is up to the Owner's discretion. For your protection, we recommend you to ensure the contractor is licensed and fully insured.

<b>CONTRACTOR LISTING</b>		
<b>Electrician</b>	<b>Heating &amp; Cooling</b>	<b>Plumbing</b>
D. Otto Electric 330-966-6924	Konic Heating & Air Conditioning 330-686-2858	Superior Drainage 330-666-0199
Bruce Snyder 330-990-9895	Brandon Heating and A/C 330-686-9828	Unique Plumbing 330-928-1272
Tim Smith Electric 330-628-0047	Lakes Heating & Cooling 330-644-7811	Wilson Plumbing 330-535-5386
Pro Amp Electric 330-328-6542	Bill's Heating & Cooling 330-794-4309	Americraft Plumbing 330-487-0555
<b>Carpet Cleaning</b>	<b>Handyman</b>	<b>Garage Door/Opener</b>
Four Seasons Carpet Care 330-922-3657	Americraft Plumbing 330-535-0555	KareCondo 330-688-4900
All American Carpet 330-745-4050	A & M Home Improvements and Repairs - Mike Pantalone 330-336-7505	<b>Rental Management</b>
Powers Carpet Cleaners 330-666-3624	Ron Guy & Sons 330-678-7783	Kelly Wise Keller Williams Chervenik Realty <a href="mailto:Kellywiseproperties@gmail.com">Kellywiseproperties@gmail.com</a> 330-907-4100
<b>Painters</b>	<b>Pest Control</b>	<b>Locksmith</b>
Ron Guy & Sons 330-678-7783	Olds Pest Management 330-633-3206	Grey Enterprises 330-376-2900
Chris the Painter 330-614-0340	Eliminator Pest Control 330-644-2838	Jim's Locksmith 330-666-3312

*B. Property Map*



*C. Complaint form*

**ENCLAVE AT ROSEMONT RIDGE CONDOMINIUM OWNERS' ASSOCIATION  
COMPLAINT FORM**

Nature of Complaint \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location: \_\_\_\_\_

Number of Occurrences: \_\_\_\_\_

Date (s): \_\_\_\_\_

Time (s): \_\_\_\_\_

Name of Offender (if known): \_\_\_\_\_

Unit # of Offender (if known): \_\_\_\_\_

Details (please be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you made any personal attempts to resolve the problem? (Be a Good Neighbor Policy)

Y \_\_\_\_\_ N \_\_\_\_\_

If "Yes" what were the results: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Your Name: \_\_\_\_\_

Unit #: \_\_\_\_\_

Date Received by office: \_\_\_\_\_

Disposition \_\_\_\_\_

Date of Disposition: \_\_\_\_\_

Condo Manager Signature: \_\_\_\_\_

*D. Vehicle Registration Form*

**ENCLAVE AT ROSEMONT RIDGE CONDOMINIUM OWNERS' ASSOCIATION  
VEHICLE REGISTRATION FORM**

Unit #: \_\_\_\_\_

Names of ALL Occupants Living at The Enclave:

\_\_\_\_\_  
\_\_\_\_\_

Home

Phone: \_\_\_\_\_

Alternate

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Garage (*please circle the appropriate number*)

Buildings 101-109      Left Garage: 4 3 2 1      **Right**

Garage: 1 2 3 4

Buildings 110-117      Left Garage: 2 1      **Right Garage: 1 2**

Model of Vehicle

#1: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_

Permit #: \_\_\_\_\_

Model of Vehicle

#2: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_

Permit #: \_\_\_\_\_

**Reminders:**

- Only two vehicles are permitted per Unit. Please contact the Property Manager (330-686-2010) if you own more than two vehicles.
- Please Park in your designated spaces only. Violators will be towed at the Owner's expense

***E. Request for change form***

**ENCLAVE AT ROSEMONT RIDGE CONDOMINIUM OWNERS'  
ASSOCIATION  
REQUEST FOR CHANGE FORM**

Date Requested: \_\_\_\_\_ Date Received: \_\_\_\_\_  
Name: \_\_\_\_\_ Unit #: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work/other) \_\_\_\_\_

Select the exterior design item(s) that you are requesting to add or alter.

- Landscaping
- Door/Window Addition or Changes
- Other \_\_\_\_\_

If your request is similar to other projects already approved within the community (storm doors, landscape beds, mulch, patio fencing, awnings, etc.), please check with our Management Company prior to completing this Request Form. They have product brochures and general information with approved materials. This will help process your request more efficiently.

Each request should be accompanied by the following (if relevant):

- A complete description of the improvement requested
- A signed Exterior Modification Agreement
- A scale drawing, including the relationship to your Unit
- All specifications including:
  - plans
  - dimensions
  - materials to be used
  - color(s) (include brochure if available)
- Estimated time to complete the project

**Mail completed information to:**

**Kare Condominium Management Company, Inc., PO Box 1714, Stow, OH 44224**

Thank you for following this procedure when making any changes or additions to the exterior of your Unit. Once your request is received, it will be distributed to all Board members for review. If they are unsure of the changes you are requesting, they will visit your site and evaluate how your request will fit into the community. The Board will then reach a decision and you will then be contacted, in writing, advising you of that decision and of any additional stipulations regarding your request. Once your project is approved, you will have to meet the completion date or the approval process will begin again. Remember that while a project is in process it is important to keep the grounds safe, clean, and clear of obstacles, so that the job site does not become an eyesore. Following this procedure will allow The Enclave to maintain the continuity that brought Occupants to this Association.

**No work can start until you receive written approval**

*F. Exterior modification agreement*

**ENCLAVE AT ROSEMONT RIDGE CONDOMINIUM OWNERS' ASSOCIATION  
EXTERIOR MODIFICATION AGREEMENT**

IN WITNESS WHEREOF, we, \_\_\_\_\_ Unit Owners of  
\_\_\_\_\_, Fairlawn, Ohio, agree to be solely responsible for the  
installation, maintenance, upkeep and repair of the requested project. Further, we hold  
harmless and indemnify The Enclave at Rosemont Ridge Condominium Owners'  
Association from any liability, loss or damage arising from the installation and continued  
existence of this project, NAMELY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood that all costs for this project are our responsibility and that of the future  
Unit Owners. If the project is ever removed, the exterior of the Unit must be returned to its  
original constructed condition and appearance by qualified professionals.

We agree to notify the Management Company, in writing by registered mail, within 14 days  
of any claim made against us allegedly caused by this exterior modification.

We understand that all responsibilities will be ours and will pass to all future Unit Owners.  
We also agree to provide a copy of this agreement to the future Unit Owner and inform the  
future Unit Owner of their responsibility, as stated above, and to disclose this responsibility  
to the next Unit Owner and so on.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date



## *G. Party Center Reservation Agreement*

### **PARTY CENTER RESERVATION AGREEMENT**



The Enclave Clubhouse and its Party Center is furnished for the convenience and exclusive use of the Enclave Unit Owners and/or Residents and their guests for private social activities. The Party Center (the Lounge, Large Meeting Room and Patio Area) may be reserved. This Agreement and use of the

Clubhouse and its Party Center is also subject to the By-Laws and House Rules of the Corporation.

Unit Owner and/or Resident must sign this Agreement.

Unit Owner and/or Resident must be present at all times during the use of the Party Center.

Unit Owner and/or Resident assume all responsibility for the conduct and acts of his/her guests.

Unit Owner and/or Resident hereby agree to indemnify, defend and hold the Corporation harmless from any claims, causes of action, or liabilities of any kind arising out of or related to the use of the Clubhouse. Unit Owner and/or Resident understands that the Corporation's insurance does not insure the Unit Owner and/or Resident, their guests (invited or uninvited) or family members for their negligence, intentional misconduct, or other actions. Unit Owner and/or Resident should make his/her own arrangements for insuring the same.

The Party Center may only be reserved from 8:00 a.m. to 12:00 a.m. All functions must end promptly at 12:00 a.m. Reservations are to be made by contacting KareCondo at (330) 688-4900 or [info@karecondo.com](mailto:info@karecondo.com). The total number of occupants must not exceed seventy-five (75) people.

- There is a \$50.<sup>00</sup> rental charge for the Party Center to be paid for by check; this fee is valid for Friday, Saturday and Sunday reservations. The Clubhouse may be used Monday through Thursday at no cost; however, a reservation form must still be completed and returned with a security deposit.
- A security deposit of \$100.<sup>00</sup> (*per day* for consecutive events) is required for use of the Party Center. **A reservation will not be considered final until the rental fee, if required, and security deposit are received.** Any Security Deposit paid by check is subject to an additional \$35.<sup>00</sup> charge if the check fails to clear.

A representative of the Board of Directors will inspect the premises the day following the reservation and prior to the next reservation. Any violation and/or non-compliance with the Clubhouse Rules and/or Clubhouse Care Policy as determined by the Enclave Board of Directors may result in the forfeiture of part or all of the entire Security Deposit. Any costs incurred by the Corporation related to the use of the Clubhouse by the Unit Owner and/or Resident in excess of the Security Deposit shall be borne by the Unit Owner and/or Resident. Additional fines and fees may be incurred by the Unit Owner and/or Resident as stated in the Clubhouse Rules and/or Clubhouse Care Policy.

**PARTY CENTER RESERVATION AGREEMENT (continued)**

If frequent use of the Party Center is anticipated, the security deposit check may, at the authorization of the Owner/Resident, be held by the Treasurer to eliminate frequent check writing.

Any violation of or noncompliance with this Agreement, the Clubhouse Rules and/or Clubhouse Care Policy (attached), as determined by the Board of Directors, may also result in the suspension of the Unit Owner's and/or Resident's privileges to use the Clubhouse for a period up to twelve (12) months.

**STEPS TO FOLLOW TO RESERVE THE PARTY CENTER**

1. Call or email KareCondo at (330) 688-4900 or info@karecondo.com to see if the Party Center is available for the desired date, and request a reservation. A temporary hold will then be placed for the requested date.
2. Sign and return this form along with two checks made payable to *The Enclave*, one in the amount of \$50.<sup>00</sup> and one in the amount of \$100.<sup>00</sup>, in an envelope and mail to **KareCondo, PO Box 1714, Stow, OH 44224**. Remember, a reservation will not be considered final until the security deposit and rental fee are received.

I have read and fully understand the "Party Center Reservation Agreement," "Party Center Rules" and the "Party Center Care" forms. By signing below, I hereby acknowledge and agree to abide by the above.

Type of Gathering: \_\_\_\_\_

Reservation Date: \_\_\_\_\_ Time: \_\_\_\_\_

Unit Owner/Resident (Print Name): \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ Unit Number: \_\_\_\_\_

Owner/Resident (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Please check one:

- I would like my check held by the Treasurer for a future reservation security deposit.
- I want my check returned following this event.

**\* Cancellation Policy \***

**Cancellation of any reservation requires a minimum notice of five (5) business days prior to the reservation date in order to have your \$50.00 rental fee returned. Cancellations less than five (5) business days will forfeit your \$50.00 rental fee.**

**PARTY CENTER CARE**

The dishes, utensils, coffee maker and other equipment are for the use of owners/residents and their guests; reasonable precautions should be used to protect against misuse or breakage. The Owner and/or Resident using the Party Center is responsible for proper cleanup and leaving the Party Center in satisfactory condition. Any early setup or late cleanup must be preapproved.

**PLEASE COMPLETE AND SIGN THE FOLLOWING CHECKLIST GUIDE, AND LEAVE IT ON THE BAR FOLLOWING THE EVENT:**

- All dishes, utensils and other equipment have been washed and replaced in their original storage places.
- The refrigerator, microwave, kitchen floor, bar areas, all counter tops and tables have been cleaned, and my food has been removed from the refrigerator.
- All trash cans (including those outside) are empty and have new bags in them (DO NOT place any liquids in the trash cans).
- All trash has been taken to the dumpster.
- If the outside grill was used, it has been cleaned, and the grill cover was put back on (after the grill cooled down).
- Floor areas have been cleaned of any food and/or beverage spills, carpets have been vacuumed and tile has been mopped. *The vacuum is in the closet by the office, and the mop is in the pantry next to the kitchenette.*
- All restrooms have been cleaned.
- All furniture has been returned to its original position.
- All signage and/or decorations, if used, have been removed (inside and outside).

**Before leaving, please check the following:**

- Turn off the fireplace.
- Turn of all room, hall and table/floor lights, including the bathrooms.
- Leave on the ceiling fluorescent light in the front entry vestibule.
- Return heat/AC to the posted settings.
- Be sure ALL doors are LOCKED.

Following the event, the center will be inspected by a member of The Board to verify this report, the Reservation Agreement and the Party Center Rules before any security deposit will be returned. Residents may be required to return to complete all checklist items in an acceptable manner. Any discrepancies will be noted, and the amount of the security deposit may be reduced accordingly to resolve the problem. The decision regarding any security deposit adjustment resides with the Enclave Board. Appeal to the Board of Directors is permitted in case of a disputed decision.

*Reminder: Do not attach anything to the walls, ceilings and/or fixtures.*

By signing below, you acknowledge and intend to observe all of the above rules.

Owner/Resident Signature: \_\_\_\_\_ Unit #: \_\_\_\_\_

For staff use only: Committee Approval: \_\_\_\_\_ Date: \_\_\_\_\_

## PARTY CENTER RULES

### Reservations

1. Any Unit Owner and/or Resident may reserve the Party Center for one day for a private party or social function by contacting KareCondo at (330) 688-4900 or info@karecondo.com. Any Unit Owner and/or Resident who is delinquent on monthly maintenance fees or special assessment payments will be ineligible to reserve the Party Center, and any Unit Owner and/or Resident who has previously abused any of the facilities or guidelines will be ineligible to reserve the Party Center for a period of twelve (12) months.
2. Acceptable types of gatherings include, but are not limited to, weddings and/or receptions for residents or their immediate family, anniversary or birthday parties and holiday gatherings.

### Conduct of Guests

The Party Center function **MUST** be attended by the Unit Owner and/or Resident throughout the entire event. The Unit Owner and/or Resident reserving the facility assume full responsibility for the behavior of his/her guests.

### Cleaning

1. Party Center restrooms will be provided with toilet paper, paper towels and hand soap.
2. Trash bags and cleaning supplies are stored in the pantry next to the kitchenette.
3. All trash should be put in the dumpster next to building 115 following an event. New trash bags should be placed in trash cans. Do *not* place any liquids in trash cans.
4. All clean-up must be completed no later than 8 a.m. the morning following the event.
5. See also the "Party Center Care" form that is attached.
6. If the party is to be catered, the caterer must remove all their supplies that same day.

### Noise

Music or entertainment shall be kept to a respectable level; respect for nearby neighbors should be of concern. All doors and windows on the street side are to be kept closed if music is audible to nearby residents. Loud music will not be tolerated, and *no* music is permitted outside the Party Center.

### Special Notes

1. Smoking is **not** permitted in any area of the Clubhouse and is *only* permitted on the patio outside the building.
2. Handicapped restroom facilities are available.
3. Nothing is to be attached to walls, ceilings or light fixtures regardless of the attachment method used (i.e., tape, tacks, nails, putty, etc.).
4. All Party Center guests are restricted from use of any areas other than the Party Center.

IN ADDITION TO OTHERS, THE ABOVE RULES HAVE BEEN ESTABLISHED FOR THE USE OF THE PARTY CENTER. YOUR USE OF THE PARTY CENTER CERTIFIES YOUR AGREEMENT TO CONFORM TO THE RULES WITH THE UNDERSTANDING THAT ANY VIOLATION MAY RESULT IN FORFEITURE OF FUTURE PARTY CENTER USE AND THAT YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT OCCUR BY YOU OR YOUR GUESTS DURING YOUR USE OF THE PARTY CENTER.



*I. Emergency Contact form*

# EMERGENCY CONTACT FORM

## UNIT OWNER INFORMATION

Community: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Do they have keys to your condo?            Yes            No

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Do they have keys to your condo?            Yes            No

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Do they have keys to your condo?            Yes            No

## J. Utilities

### *Utilities*

Each Enclave Owner and Occupant is responsible for the payment of their Unit's individually metered utilities, such as gas and electricity, and telephone. Water and sewage are included in your monthly fees.

Wiring for telephone and cable service must not be placed on the exterior of the building.

### *Enclave Water Shutoff Valve locations*

**IMPORTANT NOTE:** These valves shut off the entire respective building.

101B – Guest Bedroom  
102B – Guest Bedroom  
103B - Guest Bedroom  
104A - Guest Bedroom  
105B - Guest Bedroom  
106A - Guest Bedroom  
107A - Guest Bedroom  
108B – Hallway Closet  
109B - Guest Bedroom  
110-111 - Crawl Space in 110 left garage  
112-114 – In 112B Guest Bedroom or Island in front of Bldg. 108  
(Water Main Cap marked 112-114)  
115-117 – In Maintenance Storage Door Entrance  
Clubhouse – Furnace Room in Hallway

