

RESIDENT'S HANDBOOK

THE GREENS OF PRESTWICK



MARCH 2017

GREENS OF PRESTWICK CONDOMINIUM ASSOCIATION

RESIDENT'S HANDBOOK

The Greens of Prestwick Condominium Association welcomes you to the community. It is the Association's intent to make your experience here a pleasant one.

Together, the residents and the Board of Trustees have a commitment and a responsibility to each other.

The Handbook is to provide an explanation of and guidelines to day-to-day issues and responsibilities of each condominium Unit Owner. It is not intended that they replace the CONDITIONS AND RESTRICTIONS set forth in Greens of Prestwick CONDOMINIUM DECLARATION OF OWNERSHIP AND BY-LAWS which can be found recorded with the County of Summit and will supersede all contained in this handbook.

Please familiarize yourself with these rules and regulations, keep them handy and refer to them when necessary. If something arises that may not be covered in these rules, please contact the Management Company in writing.

Original Document	September, 1995
Revision # 1	December, 1997
Revision # 2	May 19, 1998
Revision # 3	August, 2001
Revision #4	May, 2007
Revision # 5	October, 2010
Revision #5	March 10, 2016
Revision #6	March, 9, 2017

Board of Trustees
Greens of Prestwick
Condominium Association

SECTION ONE

Useful Information

Greens of Prestwick

EMERGENCY TELEPHONE NUMBERS

Life Threatening Police / Fire	911
Fire	330 – 896 – 6610
Police / Sheriff	330 – 643 – 2181
Poison Control	1-800-222-1222

Management Company:

Grace Property Services	234-209-9140
Fax	234-209-9141
After Hours Emergency Phone	330-323-2925

Address **Mailing Address:**
1375 South Main Street, Suite 201
North Canton, Ohio 44720

Website www.gracepropertyservicesllc.com
Password: thegreensofprestwick12e

Monthly financials, meeting minutes, declaration, and rules book are all available at this site. To find Greens of Prestwick, select the properties tab and then click on the appropriate sign. Maintenance, landscaping and other questions or concerns can be submitted through the Contact GPS button.

**** Problems related to your condominium, structure or grounds are to be first reported to Grace Property Services.**

BOARD OF TRUSTEES MEETING SCHEDULE

7:00 p.m. at Prestwick Country Club

Regular Board Meetings Second Thursday of each Month

General Association Meetings

Board of Trustee Elections September

Budget & Finance, Grounds May

SECTION TWO

Administrative Rules and Regulations

Common and Limited Common areas

Common areas are those parts of the condominium property outside the confines of the individual units, such as foundations, roofs, building exteriors, lawns, parking spaces, driveways, mounds, and all landscaped areas.

Limited common areas are those parts of the common areas reserved for the exclusive use of a particular unit as patios/porches and garages.

MOVING POLICY

Any Unit Owner that is leaving our community must notify the management company in writing so that they may provide the new residents with manuals and a welcome policy.

Selling Of Unit

It is the owner's responsibility to make sure that the Real Estate Agent has a copy of this rules and regulations manual, so they can give a copy to any prospective buyer prior to purchase. If you are selling your unit "For Sale By Owner", you must make sure any prospective buyer has a copy of this manual prior to the purchase.

Keys and Locks

You were provided keys to your unit and mail box when you moved in. The Association does not have a duplicate set of keys.

Insurance

Insurance carried by the Association does not cover your personal property or any personal liability. Contact Grace Property Services to explain the Association's coverage.

POLICY OVERVIEW

Personal Conduct

It is requested that you and your guests consider and act in a way that will not disturb the quiet enjoyment of other residents. No noxious or offensive activity shall be carried on in any Unit, or Common Areas, nor shall either be used in any way or for any purpose which may endanger the health or **unreasonably disturb any occupant**.

We hope that you will respect the community and your neighbors.

Negligence

You are financially and legally responsible for damage to condominium property due to your negligence, your pets or that of your guests. There will be charges for damage to the common areas such as trees, shrubs, grass, etc. Administrative replacement cost and labor charges will vary according to the damage.

Community Appearance

A comfortable, attractive and safe community is provided for everyone's enjoyment. Therefore, all rules concerning community appearance are designed to help maintain these standards. All must share in this responsibility.

Unsightly clutter must be properly stored when not in use.

There shall be no cluttering of porches, no writing or drawing on the driveways, no clotheslines, swing sets, wading pools or basketball hoops on the common areas.

Pets are allowed as described in the Administrative Rules and Regulations.

Satellite Dishes are permitted only with **Board approval**. Dish location must also be approved by the Board. **No** dishes are to be mounted to the unit or roof. See full policy in the Appendix.

Soliciting

No soliciting is permitted on condominium property. Anyone soliciting within the complex should be reported to the City of Green. The Sheriff, if called, will remove the solicitors.

Rubbish Removal

The condominium association and the City of Green have contracted with a rubbish removal service. Place all items at the curb on Thursday evening for Friday morning pick up. No Hazards material or tires will be picked up. Trash will be delayed one day in a week containing a legal holiday.

Special Needs

When the exterior of a unit needs modification to meet special needs, the Management Company must be contacted in writing detailing the proposed remedy. No reasonable request will be denied.

Inside Your Unit

Air conditioners are the responsibility of the Unit Owner, including outside unit and concrete pad.

Call your natural gas supplier (Dominion East Ohio etc.) to report gas appliance malfunction. DO NOT attempt to light the appliance.

If water pipes freeze or break, shut off water at the meter and contact the Management Company immediately. To prevent freezing during extreme cold, leave water dripping slowly, and keep cabinet doors open so warm air can circulate.

Residents who neglect to pay utility bills are responsible for any damage caused as a result of non-payment.

Emergency Definition (any situation that is threatening to life or property)

Don't hesitate to call about items that constitute an emergency that could damage property, such as: gas fumes, fire or fire hazards (loose electrical wiring), water leakage, etc.

Association Responsibility – Per Declarations

Common Areas

Utility facilities streetlights (etc)

Utility lines in common areas

Lawns, shrubs, trees

Driveways, sidewalks and walkways

Roads

Common area buildings

All exterior painting (including front doors)

Individual Responsibilities

Windows, Screens and Doors (excluding exterior paint)
Frames, sashes, jambs, hardware, weather stripping
Decks, screened porches, patios
Electric breaker box
Locks, springs and hinges
All items within the interior (furnace, water heater, etc.)

Non-Compliance of Administrative Rules and Regulations

The Board will follow the adopted Enforcement Procedures (see appendix) for non-compliance of the Administrative Rules and Regulations. Examples of circumstances that can lead to this action include:

- (A) late payment of monthly dues
- (B) not abiding by terms of Administrative Rules & Regulations
- (C) failure to correct problem cited by the Board of Trustees
- (D) conduct abusive to other residents, including striking, threatening, verbal abuse, etc.
- (E) conduct of children, pets or guests which is abusive to unit residents or others

Monthly Dues

The following is included in your monthly dues:

Street Lighting
Rubbish Removal
Lawn Care
Snow Removal
Buildings Insurance
Buildings Maintenance
Management Company Fees
Reserve Funds

Plants and Exterior

- Residents requesting **special landscaping, including requests for decks, must put their requests in writing to the Management Company.** This letter should be received five days prior to a regular Board Meeting for consideration. **No work can commence on the special landscaping until the Board's approval is received.**
- Seasonal flowers and bulbs may be planted in the mulched areas adjacent to the unit, as long as it does not interfere with mowing, painting maintenance, and or the structural integrity of the building. Upkeep of these planted areas is the responsibility of the Unit Owner. Plantings should be spaced so the shrubbery may be trimmed and maintained. No artificial flowers are permitted in outside pots, planters or the ground.

Potted plants may be located on the unit front porch, sidewalk, deck or patio but not permitted in the driveways.

- Three (3) hanging baskets or porch planters are permitted in the front of each unit either hanging on the porch or on a shepherd hook in the mulch area. No more than two (2) shepherd hooks are permitted in the front mulch area of each unit. Porch planters are to be a neutral color.
- At the end of the growing season, Unit Owners shall clean out the flower beds, porch planters or hanging baskets.
- Three (3) landscape ornaments (i.e. statuary, birdbaths or garden flags) are permitted in the front mulch area of each unit with a maximum height of 30 inches. Statuary and birdbaths are to be plain in design and in a neutral color.
- One (1) birdfeeder is permitted in the front mulch area of each unit and no more than two (2) on the side or back of each unit. No feeders are permitted to be mounted to any portion of the front porch or the siding.
- Each unit may have one (1) flag. Flag holders may be attached to the front porch or the garage on a vertical wooden post. No permanent in ground flag poles are permitted. All flags are to be maintained in good condition.
- Landscape lighting, including solar lights, are permitted around the mulch area adjacent to each unit. They are not permitted to line the driveway. Landscape lights may be a maximum height of 18 inches and shall be only standard lighting. Color or animal lights are not permitted. Solar lights are limited to a maximum of five (5) per unit, spaced eighteen (18) inches apart. All lights to be kept straight and maintained in good working condition.
- Holiday decorations...Christmas, Easter, Halloween, etc....are allowed, but are to be removed within two (2) weeks following the holiday season (weather permitting for Christmas). Decorations are to be located on the front porch and the mulch area immediately adjacent to each unit. Decorations are not permitted in the general common area or in the tree beds. Inflatable decorations are not permitted.
- Holiday lighting is only permitted for Halloween, Thanksgiving and Christmas. Holiday lighting, other than Christmas, is limited to the front porch. Non-Christmas holiday lighting may be put up two (2) weeks prior to the holiday and removed one (1) week after the holiday. Christmas lighting must be removed by January 15, weather permitting. Christmas lighting may be placed on the bushes in the front mulch of each unit in addition to the front porch. Decorative spots lights may be used and directed only on your unit. The spot light location cannot impair sight of a driver on the roads or on any other unit.
- Seasonal wreaths may be placed on the front doors throughout the year...WITHOUT the use of screws or nails.
- Decorative porch furniture is to be used on front porches, back patios and decks. Stadium, canvas, or fold-up chairs are not permitted for permanent use.

- Lawn furniture may be used in the common areas. All lawn furniture is to be removed from common area when not in use, and when grounds maintenance is scheduled.
- Seasonal furniture may be stored on the patio, deck or screened porch during the winter.
- Fences of any type are not permitted. No treated wood or railroad ties may be placed around the flower beds, mulched areas, screened porches, decks or patios.
- No outside structures including tool and storage sheds of any type are permitted on the condominium common area grounds.
- Storage of any articles must be inside your unit or in the garage. **Nothing can be stored on the exterior of a unit including under a deck or screened porch.**
- External window air conditioning units are to be removed no later than November 30th.
- When walking on the common areas, as a courtesy to Unit Owners, it is suggested a reasonable distance be kept from private residences, especially when walking a pet.

Barbeque, Fire Pits and Chimneas

- Gas Grills or other types of open flame devices used for cooking are required to be at least 10 feet away from the building.
- Charcoal grills must be attended by an adult at all time when in operation.
- A portable fire extinguisher must be located at the cooking site.
- Fire pits (wood, charcoal, propane or any other open flame device), patio heaters and chimneas are prohibited.

Parking and Parking Areas

- It is the Unit Owner's responsibility to find a parking place for extra vehicles, when there are more vehicles than space available. Parking is permitted in the driveway in front of any Unit Owner's garage after the two spaces in the garage are utilized by parking vehicles.
- The following vehicles shall not be stored or parked overnight on driveways or common grounds:
 - (a) Any trailer, travel trailer, mobile home
 - (b) Snowmobile
 - (c) Recreational vehicle
 - (d) Collector's historical vehicle
 - (e) All terrain off-the-road vehicle

- (f) Boat or boat trailer
- (g) Motorcycle, motor bike, or motor scooter
- (h) Any vehicle licensed as commercial

- Any of the above listed vehicles may be kept in the garage of the unit, **providing they can be contained within the garage and the garage door can be closed.**
- Unlicensed, expired license or disabled vehicles cannot be parked or stored on common areas or driveways.
- Street parking should not impede the flow of traffic and should be kept to one side of the street, nor should it block any driveways or fire hydrants. Unit Owners should use their best judgment when parking in the cul-de-sac. This is to insure that if needed, emergency vehicles can make access.
- Temporary overnight parking on the street is permitted for guests if the Unit Owner's garage and driveway and guest parking are fully utilized.
- **No street parking will be permitted when unplowed.** Maintenance crews will plow when there is two (2) inches or more of fresh snow.
- The parking areas adjacent to the mailboxes are to be used for visitors and for postal vehicles. **These spaces not to be used by residents as a permanent parking place.**

Glass Policy

- Unit Owners are responsible for replacement of broken windows or broken springs in the window casements.

General Repair

- Screen replacement or repair is the sole responsibility of the Unit Owner
- Exterior painting when required is the responsibility of the Association, including front doors. No exterior painting is to be done by the resident.
- All locks are the responsibility of the Unit Owner.
- Painting of garage doors is the responsibility of the Association. All other repairs for garage doors, including locks, springs, garage door openers, seals (weather stripping) and component parts of the garage doors are the responsibility of the Unit Owner.
- Garage door replacement is at the expense of the Unit Owner. The Management Company must be contacted to obtain the required door information.

- Decks, wood and screened porches are the Unit Owner's responsibility. They are to be weather protected/stained as needed, **only with the approved color/stain of the Association. Refer to the appendix for the approved stain and color information.** If the deck or porch has not been properly maintained, the Unit Owner will be notified by the Association, and the owner will have a reasonable period of time to comply. If work has not been done, the Association will have the work completed at the owner's expense.

Golf Course Area

- The pond behind the units on the south side of Glenshire Circle is the responsibility of OHIO PRESTWICK COUNTRY CLUB, **and is not for the condominium resident's personal use.**
- **OHIO PRESTWICK CC golf course is to be used by members only.**

Pets

- Residents are permitted to have two (2) common household pets not bred or maintained for commercial purposes.
- No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on the Common Areas.
- No dogs shall be permitted in any portion of the Common Areas except on a leash (not longer than six (6) feet in length) maintained by a responsible person.
- Permitting animals on the Common Areas shall be subject to such rules and regulation as the Board may from time to time agree upon, which may include limitations as to the size and number of pets.
- **It is the responsibility of every pet owner to clean up animal waste immediately with no bearing on the weather conditions.** The rules and regulations may include the right of the Board to fine Owners or Occupants who do not clean up after their pets.
- The right of a Unit Owner or Occupant to maintain an animal in a Unit shall be subject to termination if the Board reasonably determines that maintenance of the animal constitutes a nuisance.
- Pet owners are responsible for lawn repairs that are necessary due to their pet's destruction of the lawn, trees or shrubs. This destruction can be caused by, but not limited to, repeated urination in the same area.

- Residents who have pets are responsible for keeping them in a healthy condition and see that their pets have all the required shots, such as rabies and distemper prevention.

Dues and Assessments

- Monthly maintenance fees shall be paid by the tenth of the month. A late charge **will** be assessed for not paying monthly dues on time.

Rentals

- No Unit shall be leased, let or rented, whether for monetary compensation or not, by the Unit Owner to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit Owners. Refer to Declaration Article III, Section 2(h) of the Bylaws for further details.

Vehicle Operation

- Cardington Green is the main thoroughfare through the complex. All vehicles emerging from Glenshire Circle, Wallington Circle or Paddington Down must obey the stop signs at the intersections before proceeding onto Cardington Green.



- **For everyone's safety, the speed limit is 20 MPH.**

Miscellaneous

- **Garage and yard sales are not permitted within the complex.** Tag sales are permitted with the submission of the Tag Sale Request Form (see appendix) and approved by the Board of Trustees
- Clotheslines shall not be strung on the outside of the units, nor shall the screened porches, patios or decks be used to drape items for any reason.
- For security reasons and to discourage animals (woodchucks, rabbits, mice, etc.) from taking up residence, it is suggested garage doors be kept closed.
- **Storm doors are to be the same design for all units.** See the Appendix for approved manufacturer and model number. Please check with the Management Company before purchasing the door.

- Handrails are permitted **only** with Board approval. The Association does have an individual who does the installation of the approved handrails. **No other handrails are permitted.** Submit your request in writing to the Management Company.

Enforcement

The Board of Trustees has the authority to promulgate rules under the governing documents. The authority of the Board is expressed in Article IV, Section 12 of the by-laws.

Article IV, Section 12 states as follows:

“...(a) The Board shall have the right, power and authority to ... take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents (c) Enforce the covenants, conditions and restrictions set forth in the Declaration ... (e) Establish, enforce, levy and collect assessments as provided in the Declaration ... (f) Adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof ... “

The Board’s authority can also be found in Article VII, Section 5 of the Declarations. Additionally, Article IV, Section 13, specifies a duty of the Board to “...(h) cause restrictions created by the Declaration to be enforced...(I) take all other action as required to comply with all requirements of law and the Condominium organizational documents.

BOARD OF TRUSTEES

DATE: September 2016

Sue Marquard, President

330 – 903-7097

Joe Dluzyn, Vice President

330-699-2399

Beth A. Kartarius, Secretary

330-699-5009

Skip Plassard, Treasurer

330-699-4773

Linda Anderson

330-699-1988

SECTION THREE

Appendix

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Approved Stain & Color Information

Option 1: The Home Depot Behr Deck Solid Color Deck, Fence & Siding Wood Stain
Castle Path #730C-3

Option 2: Sherwin Williams Deck Scapes Pinecone #SW3046 (*Dark Brown*)

Approved Front Storm Door

Larson Storm Doors Ventilating: Lifestyle Single-Vent

<u>Model #</u>	<u>Hardware</u>	<u>Approved Color</u>
Larson 237-CF-17	Brushed Nickel	Brown

Hartville Hardware has this type of storm door– it is on file, they will look it up.

GREENS OF PRESTWICK CONDOMINIUM ASSOCIATION

COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
2. An administrative late charge of \$25.00 (twenty-five dollars) per month shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
 1. Interest and/or administrative late fees owed to the Association
 2. Collection costs, attorney's fees incurred by the Association
 3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit/Lot.
5. 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 Owner.
6. If any 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 cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment 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.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote.
8. **THE ADMINISTRATIVE LATE FEE WILL BE EFFECTIVE AS OF APRIL 2007.**

Installation of Satellite Dishes:

- a). All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the Common or Limited Common Elements.
- b). Dishes must be shielded from view from the outside community and from other Units to the maximum extent possible. Appropriate camouflage, i.e. shrubbery, may be acceptable as determined by the Association Board of Directors.
- c). The installation shall not impair the integrity of the building. There shall be no penetrations of the Common Elements or Limited Common Elements unless it is necessary to receive acceptable quality signals. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards. A variance must be requested from the Board of Directors, and prior written approval granted, prior to installation.
- d). All persons contracted for installations must maintain general liability insurance, including completed operations, of at least \$1,000,000.00 and Workers' compensation coverage.

Waiver and Release

I shall comply with all of the Association's rules for installing, maintaining, using, and removing dish and any structures, fixtures or screening materials association with the dish, I assume liability for any damage to Association and other owners' property that occurs due to dish installation, maintenance, use or removal. I shall indemnify, defend, and hold the Association, its Board members, managing agent, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance use, or removal of the dish and for any and all damage to or loss of the dish and any structures, fixtures, or screening materials associated with the dish, that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use or removal of the dish. Such costs include, but are not limited to, any and all expenses incurred for moving the dish on a temporary basis to enable to Association to maintain all condominium property for which it is responsible.

Signed: _____ Date: _____

**Notice to Install Satellite Dish/Antenna on
Common Element or Limited Common Element and Waiver
Agreement**

Resident(s) Name _____

Address: _____

Phone (Day): _____ Evening: _____

Type of Dish: _____ Direct Broadcast Satellite (Diameter in inches: _____)
_____ Television Broadcast
_____ Multiport Distribution Service (Diameter in inches: _____)

Company Performing Installation: _____

Identify Installation Location (Describe in detail): _____

(Drawing indicating location must be attached to this form when submitted.)

Date of Installation: _____

Please detail the method of installation: _____

Will the installation be in compliance with all Association guidelines which include manufacturers' guidelines and applicable building codes?

Yes _____ No _____

Should non routine installation be necessary, please provide three (3) dates and times to meet with the Board's designee to discuss the dish installation.

1.) _____ 2.) _____ 3.) _____

Will the mast extend above the lowest fence or roof line, i.e. gutter or extend to a height greater than the distance from the installation to any neighboring unit? Yes _____ No _____

GREENS OF PRESTWICK CONDOMINIUM ASSOCIATION
1375 South Main Street, Suite 201
North Canton, Ohio 44720

To Whom It May Concern:

WHAT A BUYER NEEDS TO KNOW

The Association is governed by a five (5) person Board of Directors who is elected by the owners.

Grace Property Services does our monthly billing, collection and deposit of the Association's assets, pays bills authorized by the Directors, administers the bank accounts and coordinates common area maintenance work. They work in conjunction with the Board of Directors.

Your realtor should provide you with keys to your unit. The Association does not have duplicate keys. **The buyer must also receive the Association Documents from the seller.**

The amount of the monthly fee is determined by the Board of Directors.

No changes can be made to the external structures, regardless if common or limited area, unless plans are submitted to and approved by the Board. All plans should be submitted through the management company. **This includes landscaping.**

WHAT A SELLER NEEDS TO KNOW

The seller must disclose that he/she is in an association.

The seller must notify Grace Property Services (234-209-9140 or office@gracepropertyservicesllc.com) of the new owner and the date the unit is sold.

Association fees are not prorated. Prorating must be handled at closing. New owners are responsible for the association fee on the first of each month. Before closing you must check with Grace Property Services and confirm that all fees are current.

The unit owner is responsible for passing the Association documents to the buyer.

REV 4/07

Enforcement Procedure

- A. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, of his/her unit.

- B. 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 effectuation a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.

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

- D. In addition to any other action and in accordance with the procedure outlined in Section E 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 an owner in violation.

- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. A reasonable date by which the owner must cure the violation to avoid proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

 - 2. To request a hearing, the owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth (10th) day after received the notice required by Item E-1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible 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 owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

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

GREENS OF PRESTWICK CONDOMINIUM ASSOCIATION
TAG SALE REQUEST FORM

NAME: _____ ADDRESS: _____

PHONE: _____

DATES OF SALE: _____

****NOTE**** SALE CAN BE HELD A SECOND TIME FOR AN ADDITIONAL THREE DAYS WITH A WRITTEN REQUEST SUBMITTED TO THE BOARD THROUGH THE MANAGEMENT COMPANY, GRACE PROPERTY SERVICES.

REASON FOR SALE: _____

****NOTE**** PERMISSION FOR A TAG SALE WILL BE GRANTED BASED ON CIRCUMSTANCES SUCH AS: DEATH/RELOCATION OF AN OWNER
SALE OF THE UNIT

SALE RULES

1. THE REQUEST FORM MUST BE RECEIVED AT LEAST 14 DAYS PRIOR TO THE SALE DATE BY THE MANAGEMENT COMPANY, GRACE PROPERTY SERVICES.
2. ALL SALE ITEMS MUST BE INSIDE THE UNIT AND THE GARAGE DOOR MUST BE DOWN
3. THE UNIT OWNER IS RESPONSIBLE FOR ANY DAMAGE TO THE COMMON ELEMENTS OF THE ASSOCIATION AS A RESULT OF THE SALE
4. UNIT OWNER IS TO MAKE ARRANGEMENTS FOR TRAFFIC CONTROL.
5. ALL SIGNS MUST BE REMOVED BY 9:00PM ON THE CONCLUSIVE DATE OF THE SALE
6. IF THE UNIT OWNER CHOOSES TO HIRE A LIQUIDATING COMPANY TO CONDUCT THE SALE, THE NAME, ADDRESS AND PHONE NUMBER OF THE COMPANY MUST BE INCLUDED WITH THE FORM.
7. LIQUIDATING COMPANY CAN BE SUSPENDED FROM HAVING ADDITIONAL SALES IN THE ASSOCIATION FOR FAILURE TO FOLLOW THE RULES OF THE SALE.
8. ENFORCEMENT ASSESSMENTS MAY BE LEVIED BY THE BOARD OF DIRECTORS FOR NON-COMPLAINE WITH THE AFOREMENTIONED RULES AND/OR FAILURE TO COMPLY WITH THIS PROCEDURE.

SIGNATURE DATE

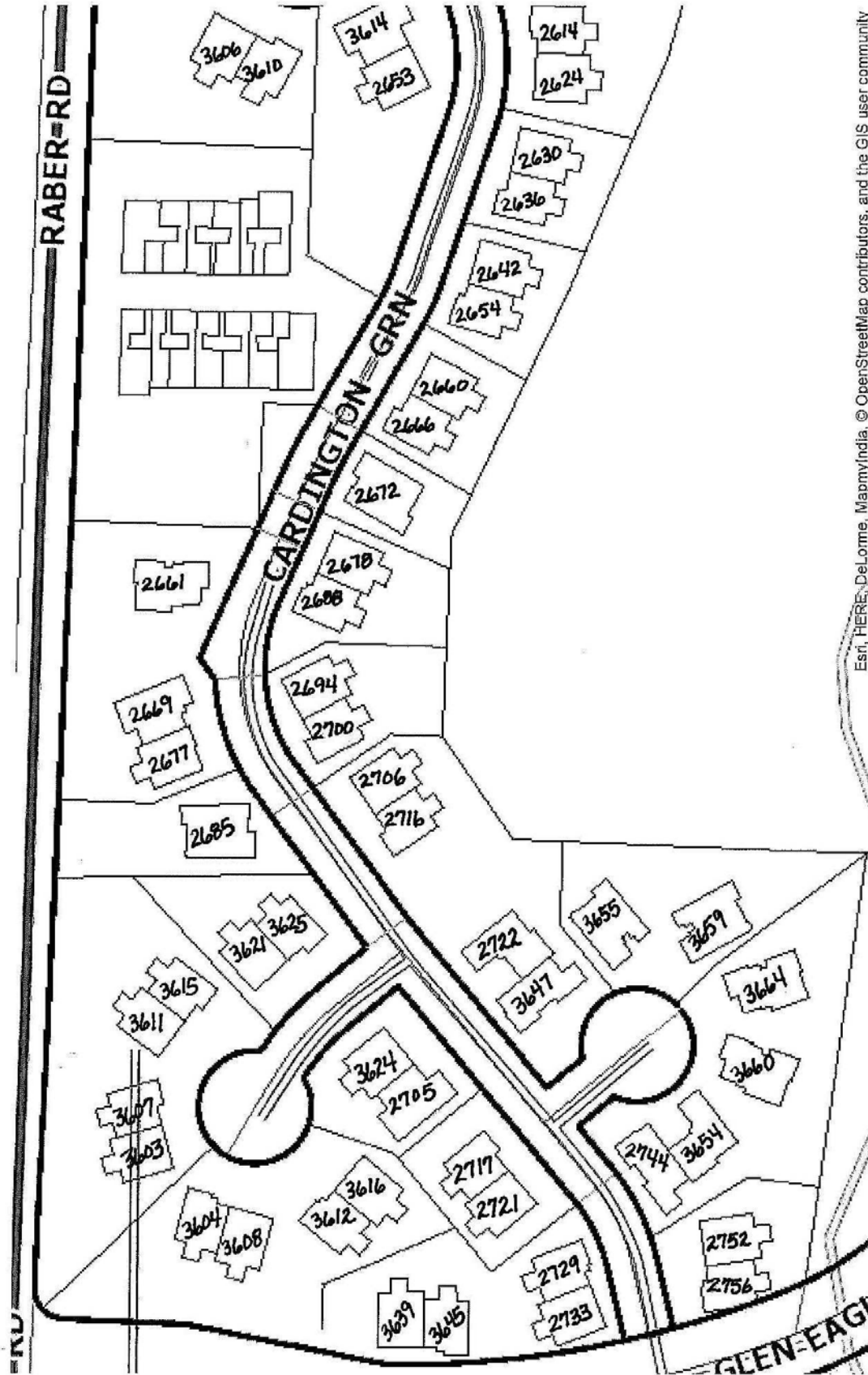
BOARD APPROVAL DATE

TAG SALE COMPANY REPRESENTATIVE SIGNATURE DATE

REV 11/16

SECTION FOUR

Residents and Maps of Complex



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

