



## **BRADFORD GREENE CONDOMINIUM ASSOCIATION RESIDENT'S HANDBOOK**

**(Updated February 7, 2024)**

The Bradford Greene 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 Directors have a commitment and a responsibility to each other.

This electronic copy of 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 the Bradford Greene **CONDOMINIUM DECLARATION AND BY-LAWS**, which can be found recorded with Mahoning County 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 Burgan Property Management through our community website at **[BradfordGreeneCA.com](http://BradfordGreeneCA.com)**

Please understand that each section contained here only highlights common scenarios or most asked questions. Each member should refer to their Bylaws and Documents for further understanding. The information contained within is not all-inclusive.

Board of Directors  
Bradford Greene  
Condominium Association

## **SECTION ONE**

### **Important Information**

#### **Bradford Greene**

#### **EMERGENCY and Contact TELEPHONE NUMBERS**

<b>Life Threatening Police/Fire</b>	<b>911</b>
<b>Fire - (Canfield)</b>	<b>(330) 533-4316 (330) 533-3371</b>
<b>Mahoning County Sheriff</b>	<b>(330)-259-1731</b>
<b>Poison Control -</b>	<b>1-800-222-1222</b>
<b>Bradford Greene Clubhouse</b>	<b>330-533-4169</b>
<b>Management Company: <u>Burgan Property Management</u></b>	<b>(330) 783-0055</b>
<b>Address:</b>	<b>5335 Market Street Boardman, OH 44512</b>
<b>Mahoning County Sheriff Sex Offender Search (click on link):</b>	<b><a href="#"><u>sex offender search</u></a></b>

**CLUBHOUSE and FRONT GATE  
FOB's can be purchased by  
contacting:**

**FOB's are \$30 each  
Burgan Property Management**  
(through your portal or leave phone message  
requesting the specific type of FOB you want to  
purchase—either clubhouse or front gate)

## **ANIMALS**

Pets are not to be bred or maintained for commercial purposes on the property. Not more than two (2) household domestic pets, each with an individual weight of not more than forty (40) pounds may be maintained in a Unit. Only OWNERS may exercise right to have an animal that they owned prior to purchase of their unit that may exceed the weight limit. When that animal is replaced by the Owner, it must adhere to the stated weight limits.

This exception to weight is not extended to a renter/lessee. The application is for a unit Owner who Purchases a unit. The maintaining of animals shall be subject to such rules as the Board may promulgate.

All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. A responsible person shall supervise animals at all times. Such individuals shall be responsible for immediate cleanup of all the pet litter. No pet shall be tethered outside in the lawn or common area. No animals are allowed in the clubhouse or pool areas. A fine may be assessed for a violation. Those witnessing infractions should report this violation through our website at **BradfordGreeneCA.com**

## **AUTOMATED NOTIFICATION SERVICE ONE CALL NOW**

One Call Now is an automated notification service that allows communities to contact residents within minutes. This allows the Board of Directors to keep Owner/Residents updated quickly and efficiently with personalized messages. Owner/Residents can be reached in moments with rapidly delivered first-hand information both by phone and by email. This is most valuable during emergencies.

Contact information must be verified by each New Owner/Resident at the portal through Burgan Management Company at **BradfordGreeneCA.com**. Updated phone numbers and email addresses are a requirement for the system to work efficiently and effectively. Up to six phone numbers can be used during an emergency. One Call Now will call the home, work, cell or any phone number designated for notification. If you are not receiving messages, please contact Burgan Property Management through our website **BradfordGreeneCA.com** to verify and/or update your contact information.

Only authorized personnel on the Board may activate the system. One Call Now keeps all its clients' information confidential and secure. All data is password protected on secure servers accessible only by the condo administration. Please know that none of your personal information will be shared with anyone.

It is important to note some phone answering systems block calls. In order to avoid this from happening enter the One Call Now phone number into your phone directory. The number is 877-698-3261. Also, when "calling in" to hear the message you need to wait a few minutes because there is a slight delay. If you "call in" right after it calls your phone, it will not be available for about 5-10 minutes. The window for "calling in" for messages closes after 48 hours.

## BURGAN PROPERTY MANAGEMENT PORTAL

Burgan Property Management has created and oversees our community website at **[BradfordGreeneCA.com](http://BradfordGreeneCA.com)**

This site provides the valuable resources and important information that our residents need access to in our community. Residents are encouraged to become familiar with this portal/website because our Association is reducing costs by delivering information electronically instead of printing paper copies.

Request/Complaint, Maintenance Request, Clubhouse Rental Request and Clubhouse Rental Agreement/set up and payment of HOA fees, are just a few of the forms and materials that are accessible through the website portal. Note that since we are moving to a paperless community, the suggestion box located in the mailbox area has been removed and all information will be shared through the website/portal.

### BULLETIN BOARD

The Bradford Greene Condominium Association's bulletin board is located by the mailboxes. Information posted on the Bulletin Board will also be One-Call system and/or through the portal. The Bulletin Board is offered as a convenience, but it is **not** the primary source of information delivery.

There is also a community bulletin board in the entrance area at the clubhouse for members to share information with the community. This bulletin board is not for solicitation or ads of any type.

### CONDO FEES *(note that the monthly fee will change as of 8/1/2023 to \$275)*

**Monthly Fee - \$275 (new)** – LATE FEE of \$25.00 APPLIES. With the slow process of the postal service, it is strongly recommended that residents have their condo fees and any potential assessments delivered through electronic means directly to Burgan Property Management. If a member chooses to mail the monthly payment, please see the collection policy terms below which have been in place since 2015. The postmark does not matter if you choose to mail the monthly fee. The date of receipt is what determines if the payment is marked late. Mailed payments can be sent to:

***Burgan Property Management, 5335 Market St., Boardman, OH 44512***

### COLLECTION POLICY (Adopted October 14, 2015)

- All assessments, including maintenance fees are due on the first (1st) day of the month and are considered late if not received by the 15th day of the month.
- An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance.
- Per the Board's direction, a collection letter from the Association's attorney will be sent to any Owner whose account is two (2) months delinquent.
- Per the Board's direction, the Association's attorney will file a lien against any account three (3) months in arrears. The attorney is authorized to execute and, upon satisfaction, release said lien.
- The Association's attorney will solicit authorization from the Board to file a Complaint for Foreclosure against any Unit/Lot with an account that is three (3) months delinquent. Once authorized by the Board, the complaint may be dismissed only upon receipt of payment in full.

- Upon service of a Complaint of Foreclosure initiated by another lien holder, the Association's attorney will file an answer to protect the Association's interest if there is no lien and will file an answer and a cross-claim against the Owner if there is a lien to pursue the amount owed the Association. Once filed, the cross-claim may be dismissed only upon receipt of payment in full.
- This procedure remains in effect until duly changed by the Board.

## **CONDOMINIUM UNIT SALE**

**Owners who sell their condominium are responsible for notifying the Board of Directors, in writing.** This can be done directly through the website/portal at **BradfordGreeneCA.com**

At the time of closing please assure that all maintenance fees/assessments attached to the unit being sold are current. Owners are responsible in assuring that the new owner receives the Condominium Declaration and By-laws, as well as any community policies and guidelines (including information regarding rentals on the premises). Clubhouse keys/fobs should be handed over to the new owner. Mailbox keys may be handed over to the new owner. If there is any concern about security, the lock can be changed, upon request to the post office, to have the lock changed and new keys issued. The post office will charge the individual condominium owner for said service.

**\*\*See EXHIBIT A for SELLER CHECKLIST to follow up to the closing of the sale of a unit (added 2/7/24)**

## **CONDOMINIUM UNIT LEASING**

If an owner chooses to lease the unit, the same procedures apply as above regarding leasing the property. Leasing is not less than for one year per lessee. The rules should be followed as written in the Declaration and By-Laws, which were filed at Mahoning County Court on 10-28-2005. Refer to Section 2, paragraph L and condo amendment filed 2/14/12 on file with our documents. No roomers or boarders and rental is for the entire unit only. **PRIOR** to the commencement of the term of a lease the unit owner shall provide to the Board the names of tenant, tenants and all occupants and the time the lease term shall be in effect (there are many regulations regarding renting in our docs and Owners are expected to read over the information and make sure that they are following our documents).

**\*\*See EXHIBIT B for LEASING CHECKLIST FORM which must be completed and returned to the Association through the owner portal or by mail to Burgan Property Management.**

**(added 2/7/24—note on the form that fees can be assessed when information is not submitted prior to commencement of the lease)**

# CLUB HOUSE RENTAL INFORMATION AND RULES

## Bradford Greene

### *CLUBHOUSE RENTAL INFO & RULES*

**Clubhouse hours: 10:00 am to 12:00 am for 6 hour intervals (7 days a week)**

(Revised July 23, 2023)

- The clubhouse is available for rental to only Bradford Greene Association Unit Owners/Residents for any private parties. The clubhouse is available to rent on any day or evening providing that it does not interfere with the normal operation of the clubhouse or with the services regularly available to all residents. The rental maximum is 6 hours unless other arrangements have been approved by the Board.
- **Maximum capacity is 50.** The owner/tenant resident assumes responsibility for their invited guests and for the use of the facility during the rental time. While the clubhouse is being rented the owner/tenant resident **MUST BE PRESENT** during the entire event.
- Your reservation includes the clubhouse gathering room only. **Your guests are not permitted in the pool area.** This is a safety and insurance coverage issue. Please take proper steps to ensure that your guests do not exit into the gated pool area.
- The room behind the kitchen area is used for Bradford Greene storage of misc. pool furniture and other items. Please do not allow guests in this back room.
- The Association, its Board members, or the management company cannot be held responsible for you or your party or for any personal items brought into or left in the facility.
- Reservations may only be made **six months in advance** of the event on a first come first serve basis.
- Management reserves the right to allow enough time for homeowner cleaning between events.
- All Association dues must be **paid in full** in order to be eligible to rent the clubhouse
- Pets are not permitted in the clubhouse, pool or clubhouse grounds area
- The Clubhouse is a **non-smoking** facility. The Homeowner is responsible for ensuring their guests do not smoke. Smoking is permitted outside, in front of the clubhouse only. All cigarette ashes and remnants should be discarded into the ash container in front of building.
- Homeowner must ensure that guest parking does not impede on the safety of the property or the convenience of other homeowners (no street parking, no double parking, no blocking of driveways or fire hydrants, and no parking on grass). It is imperative that parking be monitored throughout the rental period and vehicle parking is only in designated parking lots.
- Tacks, tape or any type of fasteners when decorating for parties or events are strictly prohibited. No attaching of items to window frames or window sashes.
- **Cleaning of the clubhouse must be done immediately after the event (misc. cleaning supplies are in janitor's closet, you may need to furnish some of your own supplies). All foyers, restrooms, floors, countertops, stoves, sinks & carpeted areas must be included in cleaning.**

- **All trash & debris must be removed from the clubhouse and placed in the MAIN trash bin (location varies with time of the year/winter on rear patio/summer in outside pool storage closet)**
- A full payment of **\$150.00** is required from the homeowner when the reservation is made, along with the signed rental agreement.
- This is the rental fee cost. There is no deposit or return of a deposit upon completion of the event. ***If a member must cancel their event, the board will consider extenuating circumstances regarding a refund. If the situation is not determined to be extenuating, the member will have 12 months from the original rental date to apply their paid user fee to another rental date.***
- The rental procedure requires that you put in your request through the **BradfordGreeneCA.com** portal with the desired date and a direct payment option when you fill out the rental application.
- An inspection by the coordinator will be made after the rental. Ideally, the renter and board member or coordinator will meet before and after the event to inspect the facility, but this is not mandatory.
- Renter is responsible for all damages to the facility.
- **Each homeowner/tenant resident has the option to purchase a key fob to the clubhouse. They must have purchased a key fob to use the clubhouse.** Replacement costs will be assessed for lost fobs.
- Rules & regulations may be altered as needed. If changes occur, all homeowners will receive notice of changes.
- The last person to leave the clubhouse is responsible for **locking all doors and windows** and for properly closing the facility as outlined below.
  - The clubhouse will be left in its original condition.
  - Lights, television, stove all turned off
  - Temperature reset to Winter 65 degrees and Summer 75 degrees
  - Remove all personal items and leave the area neat and tidy.
  - Both sets of clubhouse doors will be closed at all times
  - No unit resident shall leave any invited guest (non-Bradford Greene member) alone in clubhouse at any given time
  - The clubhouse key is non-transferable
- **(NEW-5/2023)** The clubhouse rental fee will be waived for a one-time usage when a resident of the community passes away. The clubhouse can be used for one funeral related event held within 15 days of the death of the resident. The family member's relative/representative will put the rental request in the portal following the regular procedures and will indicate that it is a funeral event related to a resident's death. The \$150 rental fee will be applied to the member's account. Once Burgan confirms the request with the board and the event is confirmed to meet the criteria as stated above, the board will give Burgan the direction to credit the \$150 clubhouse rental fee. The credit will be noted as the permitted funeral event for record-keeping purposes.



### **HOLIDAY RENTALS**

The rental of the clubhouse will not be permitted on holidays to include: Memorial Day, Father's Day, Fourth of July, and Labor Day. The reasoning is that this will enable members to feel free to use the pool on these holidays and many members do have guests visiting them during these times. The pool season is short, and the goal is to have the pool area fully available to members and their guests during this time. **This only applies to these specific holidays and no other holidays are affected.** This will take effect immediately.

### **HOLIDAY DECORATING (Clubhouse)**

This section is going to be included in the handbook for clarification purposes—these are not new rules:

All items that are used in the decorating will be attached with suction cup hanger devices. Nothing is to be attached or placed on the interior window ledges as these have been recently painted and they interfere with the function of the interior window blinds.



The board will be responsible for the following holiday decorating at the clubhouse and front gate except for a holiday tree (*specific details are below*):

- Artificial wreaths will be placed on the (2) front entrance doors.
- Artificial wreaths will be placed at the front gate entrance. There are (2).
- Decorative pots with winter greenery will be added at the front entrance and at the mailbox area and this winter greenery will be in place through the winter season rather than the holiday decorating season.
- Artificial greenery will be placed at each window around the exterior of the clubhouse.

Clubhouse rentals usually take place during the holiday season and the members who are renting the clubhouse can still follow the standard decorating protocol to decorate for their personal events and then remove their decorations at the end of their event.

### **CLUBHOUSE USE OVERVIEW**

-During the summer months when a member rents the clubhouse space, it is possible that members and guests using the pool may still enter the clubhouse to use the restroom. Most members try to avoid doing this however, it is important to understand that members are permitted to have access to the restrooms even during the time that the clubhouse is rented.

-If a member rents the clubhouse, the pool area is not included in the rental and the member is responsible for ensuring (per insurance rules) that their guests do not enter the pool and patio area during this time.

### **WHEN and HOW the rental agreement works:**

-Members who rent the clubhouse space follow the procedures that have been set forth in the handbook (there is also a printout of these rules on site in the clubhouse kitchen area).



-The rental agreement is for a specific date and rental time. There is flexibility on the day of the event to permit the member to bring supplies and set up the space for their event. However, this flexibility is for the day of the event only. Placement of items in the refrigerator is for the day of the event. If items are being placed outside of the rental time window, on the day of the event, note that the member is doing this at their own risk.

-One day prior to the event rental date, if a member has items they want to deliver or drop off to the clubhouse, the items must be placed in the back-room area which is located directly behind the kitchen area—this is at the member's risk and the Association accepts no responsibility related to these items.

**\*\*The actual decorating and setting up of the space must only take place on the day of the rental.**

-Members are welcome to use the space for member activities if the space has not been rented. The rental calendar is posted in the case near the mailboxes so that members can see when the clubhouse has been rented. The same setup and clean up rules apply for members utilizing the space which includes emptying the trash from the interior cans to the main exterior can.

**\*\*The main exterior trash can is in the pool storage room during the open pool season. It is located on the covered patio space outside the glass doors leading from the clubhouse to the pool area after the pool has closed for the season. Please do not place the inside trash from events into the pool/patio can during the pool season. They should go into the pool room trash can.**

#### **IT IS A RENTAL IF.....**

- Outside family and friends are gathering at a scheduled time at a member's request (outside being people who do not live in the community)—**Then it's a rental!**
- The member is bringing in outside food/beverages that must be refrigerated ahead of time and heated to be served to invited guests—**Then it's a rental!**
- The member requires advance use of the refrigerator and/or other kitchen space for extended time on a specific date—**Then it's a rental!**
- The member is bringing in food items and setting up the space in anticipation of guests—**Then it's a rental!**
- Serving food/beverage is not a requirement of a rental situation. Gathering of people who do not live in the community—**Then it's a rental!**

The rental fee is used to maintain the space with proper cleaning and sanitizing, trash removal, future replacement of items due to wear and tear, such as appliances, supplies, etc. The clubhouse is a community space for members who live in the community to engage in community events or for individual member purposes through a rental.

***The board has the final say in the determination of a rental vs. community use of the clubhouse space and will assess the rental/user fee if applicable, to a member's account.***

***If a member is unsure of their use of the space, the member should contact the board through the portal or Burgan, for clarification.***

## **ENFORCEMENT OF DECLARATIONS, BYLAWS AND RULES**

The Owner is responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants of his/her home. The Board shall have the right to proceed, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. Enforcement procedures are located in the back of the handbook.

## **FRONT GATE OPERATION**

Residents will enter the community by using assigned key ring transmitters or by entering their assigned PIN numbers into the call box **(any new residents after 5/1/2023 will not be assigned an individual PIN number and will use the universal code).**

The universal code to enter the community is **#4350**  
(the # must be entered just as shown!!)

\*\*\*Emergency vehicles and our trash collection companies have the code information on file to allow entry as needed.

**NOTE:** The reversing controls furnished with our gate system consist of vehicle loops (as seen on the pavement) and photo eyes. These devices should prevent the gates from closing on anything traveling through the gates. The vehicle loops and photo eyes will detect automobiles and trucks but only the photo eyes will detect pedestrians, bicycles, and golf carts. Pedestrians should never use the gates for access into or out of the community.

**TO EXIT:** Everyone will drive up to and stop on the free exit loop and the exit gate will automatically open. If a resident is riding a bicycle or golf cart, a key ring transmitter must be used to open the exit gate (the vehicle loops cannot detect bicycles or golf carts. After exiting the community, and the reversing devices have been cleared, the gate will time out and close.

To purchase a key ring transmitter/fob please present your request through the **BradfordGreeneCA.com** If your car has capability, it can be programmed to open the gate.

## **GENERAL INFORMATION**

Flowers, annuals, and perennials, may be planted in the ground around your individual unit and within the boundaries of your individual unit mulched planting area. Nothing is to be added, including stones and decorative items.

**(Update-6/2023)** Members are to use good judgment in the number of plants installed and the style of plants used as the choices should be consistent with what is currently used in the community. Gardening plants such as vegetables and fruits are not permitted. The board will have final say if plants need to be limited or removed in the limited and common areas.

**NO** artificial plants are permitted. Potted flower plants or plants in planters (not artificial) may **only** be placed **in your limited common area**. Limited common area includes the **front porch and the area directly in front of the garage and a side or rear porch, if applicable.**

Yard ornaments, such as shepherd hooks, birdfeeders, wind chimes, signs or ceramics/cement statues are not permitted in the limited common area or the common area. A small American flag may be placed in the ground in the mulched area. Flowers are planted at your own risk with regard to fertilization, mulching, weed spraying, etc. Weed control will take place at all units for the beautification and maintenance of the entire community. Please do not request that these services be skipped at your individual unit as the vendor will be directed not to accept these types of requests.

Furniture and items must be maintained and kept in presentable condition. All colors used on all porches are to include dark colors, coordinating with the overall scheme of the development as well as the white, taupe, and black spelled out in the by-laws. Put a request in writing to the Board if you have any questions.

**IMPORTANT SNOW REMOVAL NOTE:** Furniture and items are to be removed in late fall for the preparation of snow removal in the front porch limited common area. If you choose to keep these items on your porch during the winter months, snow removal will not take place in this limited common area.

Door wreaths are permitted. The owner must assume responsibility for repair of any scratches or marks that are made as a result.

Maintenance of outside doors is the responsibility of the individual homeowner. All front doors are **black without exception**. Some sunroom doors have been initially painted black and some have been initially painted white. Either color is acceptable for sunroom doors.

The black or white scheme should be followed when adding storm doors in these areas. Black sunroom doors should have black storms and white sunroom doors should have white storms. Storms should be Pella brand. Storm doors can only be purchased from Lowes. Contact the board in writing, through the portal, with questions or requests.

Attach nothing directly to the outside structure including screening in any area. Homeowners are to restore order where attachments have already been made or unauthorized plantings and landscape changes were made.

Homeowners are required to put in writing any requests to the board for approval of any plans to vary from the guidelines regarding outside decorations, plantings or changes, etc.

## EXTERIOR CAMERA DOORBELL

(NEW-6/2023) One camera doorbell will be permitted to be installed on the exterior of a unit with the following conditions. The size must not exceed 4.5 inches height x 2.5 inches width and must be installed in the location of the existing traditional doorbell. It must cover any existing holes from screws applied in the traditional doorbell installation. The camera doorbell must be installed and monitored through the community contracted company, Vector Security. All costs associated with the camera doorbell regarding installation and any monthly fees are the responsibility of the owner/member and the Association will have no responsibility regarding this owner/member decision.

## HOLIDAY DECORATIONS

Outside decorations are permitted for the holidays. Outdoor lighting must be limited to white lights in moderation placed **in your limited common area** and mulched areas directly in front of your front porch space only. However, please remember that nothing should be affixed or attached to the exterior of the building. (This is a change from past decorations so please support this change by only placing decorations in the areas noted here).

Christmas decorations can be displayed from the week prior to Thanksgiving until 2 weeks after New Year's Day. **Please limit other holiday decorations to no more than 30 days surrounding the holiday being observed.**

## MEETINGS - ANNUAL/MONTHLY

Regular annual meetings of the Unit Owners will be held in the second calendar quarter of each year. The Board will establish the date and time. Written notice of the annual meeting will be mailed by USPS or electronically to each Unit Owner specifying the place, day and time of the meeting.

Monthly Board of Directors meetings are held at the Board's discretion and are typically closed meetings.

The Board of Directors welcomes Unit Owners address the Board with requests, concerns and the sharing of any other information through **BradfordGreeneCA.com**. If a Unit Owner is bringing a problem to the Board's attention, it is productive for the Board to hear ideas for a solution to the problem.

The rules of Robert Rules of Order shall apply to the conduct of all meetings of Unit Owners and Board of Directors meetings except as otherwise specially provided in Condominium Organizational Documents or by-law, or rules adopted by the Board or Unit Owners.

## NO SOLICITATION

Solicitation by commercial enterprises is not authorized on the property. Solicitors may be asked to leave the premises.

## PARKING

Designated parking for Owner/resident tenant or invitee vehicles on the property is inside the garage or within the limited common area (**directly in front of the garage door**) of that individual's Unit.

**\*\*\*EXTENDED DRIVEWAYS** (this is an issue in our community!!!) - While some units had extended driveways installed during the construction process, this extension is for short-term parking for guests, occupants & owners, however, they are not designated for long-term parking spaces, or to be considered an uncovered garage space for any given unit.

Short-term vehicle parking only is available within the Bradford Greene complex flanking the Clubhouse in the pull-in spaces. Short-term parallel parking is permitted on the main streets of the complex. The main street must remain passable for all vehicles, including emergency vehicles. The short-term limit for parking in the common area shall be 48 hours. Moving any previously parked vehicles to attempt keep such vehicles on the premises beyond the 48-hour limitation is not acceptable. If you require long term parking (anything longer than 48 hours) in the common areas, you must first receive Board permission by submitting your request through **BradfordGreeneCA.com**.

If you participate in a daily carpool you must be sure that all vehicles left behind for the day are parked in your garage, driveway or off Association property, perhaps in a nearby public parking lot. If any of these restrictions are violated, the Board may enforce such regulations or restrictions by levying a \$25 per day enforcement charge, having such vehicles towed away at the owner's expense, or taking such other lawful action as the Board, in its sole discretion, deems appropriate. Additional parking information during the winter months is addressed under "Snow Removal".

## POOL

### POOL IS FOR THE UNIT RESIDENT USE ONLY

Entrances to the pool area are to be locked. Do not use bricks to hold doors open. Guests (children & adults) are to be accompanied by a Unit Resident at all times. **There is a 5-guest maximum per UNIT at any given time** (*this was restored from the COVID period adjustments where the maximum was reduced to 3 guests per UNIT*).

After using umbrellas, close and secure them. After use, please return all lounge chairs and other outdoor furniture to where you found them and fold down backs of the lounge chairs when you are done using them for the day.

**If you rent your unit out, the pool and clubhouse privileges are given to your renter for the terms of the lease unless the Board of Directors are otherwise notified (in writing) by the owner that the renter will not receive these privileges. Please clarify this with your renter on your lease as only ONE (the owner or the renter) may have these privileges at any one given time.**

## POOL RULES

**ALL RESIDENTS** must monitor pool behavior in others.

- NO Animals in or around the pool
- NO Food or drink in pool
- NO Diving, running, jumping or loudness
- NO Glass of any kind in or around the pool area
- NO Electrical devices in pool area
- Non-swimmers should stay at shall end of pool
- No Unsupervised minor children
- No Diapers while in the pool (there are special swim diapers that are acceptable)
- No Swimming while under the influence of alcohol or drugs

**WARNING:** No lifeguard on duty.

**EMERGENCY ASSISTANCE CALL: 911**

### **REAL ESTATE TAXES**

Real estate taxes will be levied individually against each Unit, and will be the responsibility of each Unit Owner, and the association assessments will not include amounts to pay these taxes. The Association, of course, will not have any obligation for real estate taxes.

### **INSPECTION OF RECORDS**

The Bradford Greene Condominium Association's monthly financial reports, budgets, meeting minutes and most other Association documents are typically available at

**[BradfordGreeneCA.com](http://BradfordGreeneCA.com)**

Given the legal and personal nature of some documents, the Association must place reasonable restrictions on the inspection process, and these may not be readily posted on the website. If you cannot locate the information which you are seeking, submit your request through the website.

### **SATELLITE DISH**

**(UPDATED-6/2023)** Satellite dishes are permitted with the following restrictions:

A unit owner may install a satellite dish. Approval of size, location and color needs to be granted by the Board.

Satellite dishes will not be installed or attached to roofs or sidewalls of any building. These dishes must be stand alone designs and located on the limited common area of the front or rear porch of an owner's unit. Prior to installation, the member must fill out and submit a request to the board with the specific information to include: the make, model, size, make as well as an informal drawing as to the exact placement of the dish which follows the rules set forth above. This information will be submitted through the Owner Portal.

### **SCREENS**

Window screens can only be purchased from PELLA OR LOWES. Inform the sales person the screens are for the Westford Condos. NO SCREENING, OTHER THAN ENTRANCE DOORS, GARAGE DOORS, AND WINDOWS IS AUTHORIZED. Garage doors may be screened with plain, dark (preferred black) solid color screening and framing, which is attached only

on the inside of the garage door. Nothing is to show on the outside when the garage door is down. Refer questions through **BradfordGreeneCA.com**

## **STORM DOORS**

Storm doors can only be purchased from Lowes. Storms should be Pella brand. Storm doors must be in the established color of black. Storm doors from Lowes are as follows:

- Pella Select **Black** Full-View Aluminum Storm Door Item number: 874970
- Or**
- Special order: Pella Rolscreen **Black** Full-View Aluminum Storm Door  
Item Number: 1021139

Lowes has no special file for Bradford Greene storm door orders. However, Lowes is familiar with Bradford Greene's requirements because of the number of orders going through their store. For further direction contact the Board through **BradfordGreeneCA.com** with questions or requests.

## **SECURITY**

Members/residents are responsible for the maintenance and monitoring of their own security systems. The Association currently includes a \$30 monthly payment, per unit, to Vector Security. For your full protection and that of your neighbors, it is strongly recommended that each unit have a signal and/or monitoring service in place. Individual maintenance/repairs and upgrades are the responsibility of the individual homeowner.

## **SPEED LIMIT**

The posted speed limit on the property is 15 miles per hour. Normal caution should be taken at all curves, drive entrances and intersections on the property. Be aware of conditions and yield to oncoming traffic and pedestrians. Those witnessing speeders and infractions should submit a written report to the management company. **Only licensed drivers are permitted to operate any vehicles/carts on Condominium property.**

## **SNOW REMOVAL**

Snow Clearing service is indicated at 2" accumulation. Sidewalk is to be cleared around the clubhouse. Hand shoveling up to the front door on each porch and the area directly in front of garage doors to be done by hand (shovels or small snow blowers).

Only certain calcium chloride products, **which must be approved by the Board**, are permitted to be used on ice and snow during the cold months. Do not purchase and use any products unless you have verified the product type and name through a request to the website.

Please, please, please be respectful of this rule as it is to protect our community and ultimately every member is responsible to maintain the integrity of our concrete.



Try to limit parking in the limited common area immediately in front of your garage during the winter months. This will assist in snow removal so that the contractors can remove all the snow from the driveways and porches.

More importantly, many of the deicing products used on the roadways, outside of our community, do melt and drip from your vehicle when you park on your driveway common areas for extended times. This affects the long-term stability of the concrete.

Please remember that despite the association's efforts to keep the property reasonably free of snow and ice, the association does not guarantee or promise protection against these hazards. Residents therefore must proceed cautiously as dangerous conditions may lurk anywhere in Ohio during the winter months.

### **TRASH PICKUP/DUMPSTERS**

Trash containers/bags, as well as recycling bins, are to be kept inside your garage at all times. Trash/recycle bins may NOT be placed at the curb before **5:00 PM** the night before designated pickup. Proper location for trash and recycling bins is at the end of individual drives at the curb. Please take emptied containers inside as soon as possible after pickup. Please secure trash and recycling so that debris does not fall out of the can on trash day.

**DUMPSTERS:** Heavy equipment (i.e. dumpsters) and vehicles are not permitted on the driveways with the exception of moving vans/delivery trucks only during your move in progress. Dumpsters are not permitted without **PRIOR PERMISSION OF THE BOARD OF DIRECTORS**. Submit requests to the Board through **BradfordGreeneCA.com**. Dumpster size is limited to 5 cubic yards and must be docked directly in front of your own garage (your own limited common parking area). Neighbors must have access to their own limited common areas and garages. Dumpster must be placed on **pallets** to protect the concrete.

### **VOTING**

Each Unit is entitled to only **one (1)** vote. Renters are not entitled to vote. The Board, from time to time, may suspend the right to cast a vote if assessments and fees are overdue. The Board may also suspend the right to cast a vote for failure to observe rules and regulations that have been duly adopted.

Each vote may be cast in person or by proxy. Again, each unit is only entitled to **one (1)** vote. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon the conveyance by a Unit Owner and in any event, shall not be valid after the expiration of eleven (11) months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

The Unit Owner may revoke a proxy if they show up for the meeting in person and cast their own ballot. When assigning your proxy to someone who will vote on your behalf, it is

a good practice to appoint someone you trust. You don't want someone to betray your wishes and vote for a representative who you did not want to elect.

Candidates who are running for a position on the board can ask for proxies from other owners in order to increase their chances of being elected or reelected. However, they should not harass association members for votes, and any infraction of governing rules could result in disqualification.

***Proxy hoarding is considered unethical behavior and is strongly discouraged.***

## **WINDOW COVERINGS**

Only white-lined curtains or drapes or white blinds may be hung on the inside of windows. No signs are allowed except "For Sale" signs that are of a professional nature. Nothing will be hung or displayed on the inside of the window visible to the exterior.

\*\*\*\*\*

## **SPECIAL AND FINAL NOTE**

Please read this handbook carefully and keep it for reference. It will provide you with some important information about the Bradford Greene Condominium Association.

The Board reserves the right to alter, amend, correct, modify, change or terminate any of the policies in the handbook after providing owners with sufficient notification of the change. This handbook is kept on file on the **BradfordGreeneCA.com** website and is always accessible by Residents. Please feel free to print this book for your personal use. If there is a correction and or modification made to the electronic file, Residents will be notified.

## **SECTION TWO**

### **Additional/ Useful Information/Addendum/Addenda**

***Before you pursue a HOA complaint, read your HOA governing documents to determine "what is" as opposed to what you "want things to be."***

## **REQUESTS/COMPLAINTS**

To assure that all requests/complaints are addressed, we ask that the homeowner complete their requests/complaints through **BradfordGreeneCA.com**

**-A request for variance in current by-laws, guidelines, or rules.**

**-A witnessed infraction of by-laws, guidelines, rules.**

- Reporting a need for repairs or a situation existing that needs to be addressed to prevent further problems or assure health and safety.
- Observed problems or dissatisfaction with services being provided on the property.
- Problems or dissatisfaction with services or current policy and procedures.
- Any request or complaint.

Complaints/suggestions submitted by homeowners are submitted to BrodMor and are considered privileged information. BrodMor and Board of Directors adhere to strict conditions of confidentiality as noted in the signed Code of Ethics, which each Board member signs.

## **INFORMATION**

### **GAS**

Dominion Energy Ohio  
 Customer Service: 800-362-7557  
 Emergency service 24/7 call: 877-542-2630

### **ELECTRIC**

First Energy  
 Customer Service: 1-800-633-4766  
 Emergency service: 1-888-544-4877  
[www.firstenergycorp.com](http://www.firstenergycorp.com)

### **WATER SERVICE**

Aqua Ohio, Inc.  
 Struthers Division  
 235 State Street  
 Struthers, Ohio 44471  
 1-877-987-2782

### **SEWAGE**

Mahoning County Sanitary Engineering  
 761 Industrial Rd.  
 Youngstown, Ohio 44509-2921  
 330-793-5514 Ext. 8226

### **CABLE/INTERNET**

Armstrong Boardman Store  
 9328 Woodworth Rd. (Route 626)  
 Phone: 877-277-5711  
[www.armstrongonewire.com](http://www.armstrongonewire.com)

**SECURITY:** Vector is currently utilized throughout the Bradford Greene community including our clubhouse. In addition to our Association agreement, each owner has entered a security contract directly with Vector. While the Association currently pays \$30 per unit towards the basic security package, each owner would have entered into a separate individual agreement with Vector which may have additional charges for extra services. The owner will pay any fees more than the \$30 directly to Vector.

**IMPORTANT Security NOTE:** If you choose to upgrade or make changes with your unit's Vector security package, read your individual agreement carefully. It has been brought to our attention that there may be a handwritten condition that says that your *individual contract* is in place for 15 years and then automatically renews every 5 years thereafter. **Let the buyer beware** as you will be individually agreeing to this separately from the Association agreement. This decision is between you and Vector and does not involve the Association.

**Vector Security**

ATTN: Tod Crowe  
4259 Boardman Canfield Road, Suite Number 5  
Canfield, Ohio 44406

Phone: 1-800-227-0345 Or 330-726-9841

**REAL ESTATE TAXES**

Mahoning County Treasurer  
120 Market Street  
Youngstown, Ohio 44503

**GARBAGE/TRASH COLLECTION (residents choose company of their choice for trash collection)**

**RECYCLING**

Mahoning County Recycling Program  
The Green Team  
120 Market Street  
Youngstown, Ohio 44503  
330 740-2060  
[greenteam@mahoningcountyoh.gov](mailto:greenteam@mahoningcountyoh.gov)

Curbside Recycling pick-up is on alternate weeks. For bins and detailed schedule contact the **Green Team**. This is an individual resident choice, and it is not binding on the Bradford Greene Condo Association.

**PELLA WINDOW & DOOR**

4010 Boardman-Canfield Road  
Canfield, Ohio 44406  
330-533-9766

**LOWES OF BOARDMAN**

1100 Doral Drive  
Youngstown, Ohio  
330-965-4500

**LAW FIRM**

Kaman & Cusimano, LLC (216) 696-0650

50 Public Square, #2000, Cleveland, Ohio 44113

This firm currently represents our Association however, the main contact person(s) are the Board members so directed at any given time.

**BURGAN PROPERTY MANAGEMENT**

5335 Market Street, Boardman, OH 44512

PHONE: 330-783-0055

WEBSITE: **BradfordGreeneCA.com**

<p style="text-align: center;">BRADFORD GREENE BOARD OF DIRECTORS CODE OF ETHICS</p>
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The Board of Directors of Bradford Greene Condominium hereby adopts the following rules of conduct, standards of behavior, ethical rules, and enforcement procedures that are applicable to all serving the community:

1. Violations of the Code of Ethics and Rules of Conduct will result in the remaining board members requesting the resignation of the offending member.
2. Each new board member will be given a copy of this document and will be asked to acknowledge that they received it, read it, and agree to abide by it.
3. Board members agree to abide by all association rules and be current in the payment of all association fees and assessments.
4. No gifts of any type worth \$50.00 or more per year will be accepted from any owner, resident, contractor, or supplier.
5. No drugs or alcohol will be used prior to or during association or board meetings.
6. It is understood that differences of opinion will exist. They must be expressed in a clear and businesslike fashion. Confidentiality of other board members' opinions will be respected, and not criticized outside of the board meeting. The board is a team and will not criticize one of its own outside the confines of the board meeting.
7. Dissenting votes will be reflected within the official minutes of the association. A dissenting board member is always permitted to put into writing the reasons for the dissenting opinion and have the writing attached to meeting minutes.
8. Language at board meetings will be kept professional. Yelling, swearing, and/or personal attacks against fellow board members, the property manager, contractors, owners, or residents is prohibited.
9. Board members agree not to make promises or assurances to any owner, resident, contractor, subcontractor, supplier, or anyone else unless the promise or assurance was approved by the board as a whole.
10. A board member will not knowingly misrepresent facts to anyone involved regarding any issue within the community.
11. No board members may use his/her position to enhance his/her financial status through the use of certain contractors or suppliers or in any other manner whatsoever. Any potential conflict of interest must be immediately disclosed.
12. No contributions will be made to any political parties or political candidates by the association.

13. No board member will harass, threaten, or attempt through any means to control or instill fear in fellow board members, the manager, a member of the staff, or any owner/resident.
14. Confidentiality of other board members' personal lives, all residents' personal lives, the managers' personal lives, as well as employees' personal lives, will be respected and preserved by the board members.
15. No board member will interfere with the duties of the manager, contractor, or any staff member.
16. No board member under investigation for a felony will request a leave of absence from the board of directors during the investigation and trial period. Any board member convicted of a felony will immediately resign.
17. The board will use its best efforts at all times to operate and make decisions that are consistent with high ethical principles, and to protect the safety of the residents and enhance the value of the property.

I hereby acknowledge receipt of this Code of Ethics and Rules of Conduct for Board Members and agree to abide by its terms.

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## **ENFORCEMENT PROCEDURE**

- A. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guest, or the occupants, including tenants, of his/her home.
- 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 effectuating 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 violations 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 assessment for a violation, the following procedures will be followed:
  - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
    - a. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
    - b. A description of the property damage or violation; and
    - c. The amount of the proposed charge and/or enforcement assessment; and
    - d. A statement that the 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 day after receiving 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 an enforcement assessment will be immediately imposed; and
    - b. At the hearing, the Board and the 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 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.

## **ONE CALL NOW**

### **Our Communication Tool**

Our goal is to never leave you in the dark. If there's a power outage, or any other unusual event, we want to ensure that you have all the information about it that we do. To that end we're providing every resident with a message service called One Call Now.

### **WE'LL USE THE SERVICE TO:**

- Keep you informed in an emergency situation
- Provide information and instructions regarding building and maintenance activities
- Send important reminders
- Get your feedback: the service has a polling feature that allows you to answer questions using your phone keypad

The One Call Now system delivers messages via phone, SMS text and/or email. Each resident can provide up to six phone numbers and five email addresses. This will ensure that important messages will be sent to cell, work and home phones, and keep everyone in the household in the loop.

**Share or  
update your telephone  
information through  
[BradfordGreeneCA.com](http://BradfordGreeneCA.com)**

**Board Member Roster for:**  
**Bradford Greene Condo Association**  
**Updated: 06/21/2023**

**President:**

Sharon Bettura  
4300 Westford Place 20A  
Term Expiration Year: 2025  
(annual meeting election 2022)

**Secretary:**

Steve Gibson  
4300 Westford Place 14A  
Term Expiration Year: 2026  
(annual meeting election 2023)

**Treasurer:**

Kelly Nail  
4300 Westford Place 4D  
Term Expiration Year: 2024  
(appointment to complete term of resignation of C. Whitman)

**At Large:**

Phil Smalley  
4300 Westford Place 20C  
Term Expiration Year: 2024  
(appointment to complete term of resignation of C. Marshall)

**At Large:**

Gary Palermo 15C  
4300 Westford Place  
Term Expiration Year: 2026  
(annual meeting election 2023)

## **EXHIBIT A**

### **Bradford Greene Condominium Association**

4300 Westford Place/Canfield, OH 44406

#### **CHECKLIST for owners **SELLING** unit**

This information is available to assist in the SELLER transition to a new owner.

	<b>Description of action</b>	<b>Board NOTATION</b>
1.	<p><b>SELLER</b> is required to give notice to the Association prior to the closing of the unit.</p> <p><b>SELLER</b> should verify that HOA fees are up to date and if paid in advance, this should be addressed between the BUYER and SELLER at the time of closing of the sale.</p> <p><b>**Note that in the Association documents, if the HOA fees or assessments are in arrears, the BUYER will be responsible for the outstanding monies due on the account.</b></p>	Date notice given to the Association for closing.
2.	<p><b>SELLER</b> should notify Association through the portal once the closing has taken place and state that <b>SELLER</b> should be removed from the portal account as well as the One Call system. At that time the <b>SELLER</b> will be removed from receiving all official information and notifications from the Association.</p>	Date notice given to the Association for removal from account(s).
3.	<p><b>BUYER</b> should be directed to contact: <b>BURGAN Property Management (330) 783-0055</b> To set up account information as a new member of the Association. Leave message specific to the unit number and that the BUYER is the new owner.</p>	Date Burgan notified by new owner.
4.	<p><b>SELLER</b> should make realtor aware (if applicable) or the <b>SELLER</b> assumes the responsibility prior to the sale and closing of the unit that the <b>BUYER</b> is not listed on any official sex offender registry (National, State, Local). Person(s) on any official sex offender registry are not permitted to live in the boundaries of the community. This rule is a formal part of the Association documents.</p>	Date search of the sex offender registries were completed.

Attention to these matters which will assist in a smooth transition for both the Buyer and the Seller of the unit.

## **EXHIBIT B**

### **Bradford Greene Condominium Association**

4300 Westford Place/Canfield, OH 44406

#### **CHECKLIST if Owner Leases Unit**

(effective as of February 8, 2024)

-Owners who lease their units will use this checklist to submit to the Association all the required information for the Association files.

**-This information must be on file with the Association before a tenant takes possession of the unit. Failure by the owner to submit this information as stated can incur a penalty of up to \$25 per day until the information is received. The penalty will be posted to the owners account and will accrue a late fee each month that the penalty is left unpaid.**

***These procedures protect all members in the Association.***

Upon completion, owners will sign and submit this form as well as required copies as noted below. These items are required as outlined in the Association documents and regulations:

Board notes here		Description of action	Noted here of action by owner required
	1.	Lease agreement with following information included: *Full address of the unit being leased. *The lease must be a minimum of one consecutive year with date of possession by tenant listed. *Full name(s) of all person(s) who will reside at the unit. *Contact phone number(s) for the One Call system which is the official communication for our Association. *Tenant has been given access to a copy of the community handbook. *Owner will review with tenant all information in the community handbook with special emphasis pertaining to the common and limited common areas as well as pet rules in the community.	Copy of full lease agreement must be attached. It is expected and assumed that the tenant has been given a paper or electronic copy of the community handbook and any revisions or updates will be forwarded to the tenant as they occur.
	2.	Signed notification (this can be included as a line on the lease) that notifies the tenant of immediate termination of lease and removal from community if a tenant becomes listed on an official public sex offender list (National, state, or local search).	Submission of this form demonstrates the owner's responsibility and completion of a search of the names of the tenant(s)
	3.	Unless otherwise noted in the lease, the owner is including privilege of using the pool and clubhouse with the tenant rights in the community and the	Noted on lease if owner retaining the privileges.

		owner will not be able to exercise any of these privileges during the term of the lease.	
	4.	Owner understands that all formal communication(s) pertaining to the unit will be sent directly to the owner and the owner will forward as necessary to the tenant. This includes any notices regarding violations. The Association does not address violations or issues with tenants as this is the owner's responsibility. The Association will accept concerns, input, and reporting of issues only from the owner of the unit. Any penalties or fees assessed to the unit due to action by the tenant are the owner's responsibility.	

As the owner of unit \_\_\_\_\_, I am submitting this form with the required information and forms noted in this lease checklist document.

\_\_\_\_\_  
Owner/member signature

\_\_\_\_\_  
date

**\*\*If unit is owned by more than one person, signature of one of the owners is all that is needed for execution of this submission.**

\_\_\_\_\_date the lease agreement starts.

\_\_\_\_\_date the tenant will take possession of the unit.

\_\_\_\_\_date the lease agreement ends.

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Tenant(s) full names and at least (1) tenant telephone number for the One Call system. Additional numbers can be added on this form if desired. **(Required)**

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Tenant email if they would like to receive an email copy of the information sent through the One Call system. **(Optional)**