



Condominium Owners' Association ✦ North Olmsted, Ohio

# Rules and Regulations

# HANDBOOK

Enacted: May 1, 2017

Effective Date: June 1, 2017

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## RULES, REGULATIONS AND PROCEDURES

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## **WELCOME**

*Welcome to your Woodscape Condominiums Owners Association*

We, the Association, hope you will enjoy your unit in this great community. Our objective is to reasonably maintain Woodscape as a first class place to live. To accomplish this, we have established a set of rules, regulations and procedures which pertain strictly to living at Woodscape in a condominium atmosphere. These rules and regulations have been adopted pursuant to the provisions of the Declaration and Bylaws of the Woodscape Condominiums Owners' Association, North Olmsted, Ohio.

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

Unit Owners and occupants are prohibited from giving work instructions to any Association service contractor. This includes landscapers, snow removal workers, electricians, plumbers, and any others contracted to work on the property. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractors' requests must be submitted to the management company.

### **I. GENERAL REGULATIONS**

1. Each Unit shall be used and occupied solely as a residential dwelling and for no other purpose. The Condominium Property is prohibited from being utilized as a commercial facility.
2. The Condominium Property is prohibited from being occupied in a manner that will result in the cancellation of or in the increase of the rate of any insurance policy maintained in respect to the Condominium Property.
3. The limited common elements accessory to each Unit shall at all times be kept unobstructed and free and clear of all rubbish, debris, and other unsightly materials. This includes common hallway areas, trash bins and storage areas
4. Noxious or offensive activity that may create a nuisance or cause a disturbance to the other Unit Owners or occupants is prohibited.
5. Occupants should immediately notify the Association or its managing agent concerning damage to common or limited common elements.

Change, alteration, construction or decoration of any kind to the common elements is prohibited. This includes those designated in the Declaration as limited common elements such as patios and balconies unless the prior written approval of the Board is obtained.

Boats, campers, trailers, recreation vehicles and trucks larger than ¾ ton may not be parked or stored anywhere on the Condominium Property.

Soliciting is prohibited.

## **II. ENVIRONMENT OF COMMON ELEMENTS**

### **A. PARKING/VEHICLES**

1. The main drives have been posted as fire lanes by the City of North Olmsted. Parking in a fire lane is subject to citations, towing, and fines by the City of North Olmsted. Assessments may also be issued by the Association.
2. Each occupant has one garage space. Please use this as your primary parking space.
3. Repair of automobiles is prohibited anywhere on the property (including garages). Any minor maintenance must be done in a manner that does not infringe upon others. Vehicles are prohibited from being parked or stored on blocks.
4. Electric vehicles may not be charged in garage or any Association outlet. Garage electrical outlets are provided only for minor maintenance. Batteries may not be charged using the garage outlets.
5. Vehicles must be parked in such a way that they do not obstruct any other occupant's access to his/her garage, walkways, dumpsters, or vehicles. Vehicles must be parked within the lines.
6. Any operator of any motorized vehicle other than cars, delivery vans, or motorized bicycle or motorcycle is prohibited from using the streets and parking area roadways for any purpose other than entering and leaving the premises. Joy riding or cruising around the Condominium Property, which includes skateboards and all terrain vehicles, is prohibited.
7. Revving or racing the engine of any motorized vehicle is prohibited. Vehicle noise that causes a disturbance or creates a nuisance is prohibited.
8. Violation of parking rules will be processed as follows:
  - a. A written complaint listing vehicle make, color, license number, and location must be presented to the management company for follow-up.
  - b. Upon receipt of a complaint, the management company will log in the date, time and other information on the complaint, and send letter when appropriate.

9. Vehicles must use only designated parking areas. The spaces near the dumpsters at the end of each building are for temporary parking for no longer than 30 minutes for such things as unloading groceries.

10. All vehicles other than passenger cars are prohibited except with written authorization of the Board. Only passenger vehicles are permitted on the Condominium Property.

11. Any unauthorized vehicles may be towed away.

12. Parking at 22968-72 building that has only 2 spaces at the entrance is limited to a period of 4 hours maximum.

## B. GARAGES

1. Storage of items in your garage space is limited to items that can be placed on shelving or next to the wall of your space. Storage of flammable items and furniture is prohibited. Storage of items between automobiles is also prohibited.
2. Garage doors must remain closed when not in use.
3. It is the responsibility of each occupant to keep his garage space clear of loose debris
4. Washing of cars inside of garages is prohibited.
5. Cars are to be washed in open parking areas only, and occupants are prohibited from blocking drives.

## C. PAVILION AREA

1. When using the grill, clean the area surrounding the grill. A fire-proof container will be available for embers. This container will be emptied by cleaning service personnel once a week.
2. All trash must be deposited in the trash container provided, and removed from the pavilion after the reserved use is completed. Trash containers must be emptied into the dumpster.
3. The picnic tables must not be removed from the pavilion.
4. Reservation of pavilion for private parties: The pavilion and pavilion court may be reserved for a party. However, if you plan to have a picnic or party, please follow the guidelines below.
  - a. Parties of fewer than 15 persons may use the pavilion without a written reservation on a first come basis by signing up on the bulletin board at the pavilion.
  - b. Parties of more than 15 persons must obtain and complete a reservation form from the management company.
  - c. The completed reservation form and a *one hundred dollar* (\$100.00) security deposit must be submitted to the management company at least 2 weeks in advance of the party date.

- d. The security deposit will be returned following clean-up and satisfactory inspection of the pavilion. The area must be cleaned up by the occupant using the pavilion on the same day of use. If not cleaned to the satisfaction of the Board of Directors, the security deposit will not be returned.
  - e. Parties must end by 10:00 p.m. At all times, the sound level of conversation and music must not cause a nuisance or create a disturbance to other occupants.
5. Unauthorized use of the pavilion area is prohibited. Anyone in violation is subject to the enforcement of an assessment or denial of privileges.
  6. Tampering with pavilion or pool equipment is not allowed. When the pool equipment room is locked, entry is restricted to employees or the Board of Directors.
  7. All safety equipment needed for lifesaving is kept out 24 hours a day.

#### D. LANDSCAPING

1. To change dimension of existing bed or create new garden area, a request must be submitted to the Board in writing. See Form A at the back of this booklet.
2. Borders of all types are prohibited.
3. Plantings by Unit Owners are to be limited to any flower up to 4 feet tall. This does not include roses, climbing vines and thorny plants, which are prohibited.
4. Trees or shrubs must be planted by the Association's landscaper at the direction of the Board of Directors and in conformity with the general landscape design of the Association.
5. A white trellis near the air conditioning units may be installed provided it does not exceed four (4) in height with green plantings that do not climb the walls.
6. Unit Owners planting flowers or installing a trellis are responsible for the care and maintenance of same.
7. The Unit Owner is responsible for the maintenance of the altered area. If not accepted to maintain by subsequent purchaser, area must be restored to original condition at previous Unit Owner's expense. Upon application of sale waiver, the Unit Owner (seller) must provide a written agreement with the new Unit Owner to maintain the altered areas or must supply a signed statement of intent to restore the area to original condition by the date of transfer and to place in deposit an amount of one thousand dollars (\$1,000.00) to cover any cost paid by the Association for restoration of the area.
8. Garden hoses must be recoiled immediately after use.

#### E. SWIMMING POOL

HOURS: Pool hours will be posted on the pavilion bulletin board. While every precaution will be exercised for the reasonable safety of the people using the pool, the unit Owners, management, or employees assume no responsibility in case of accident, loss of personal property, or death. We suggest that everyone familiarize themselves with these rules as they will be strictly enforced.

1. Occupants and their guests only are permitted in the pool. Occupants must accompany their guests at all times.
2. The pool is to be used only during hours indicated.
3. For the enjoyment of all persons using the pool, the following are prohibited in the pool area: alcohol, smoking, food, glass containers, pets. Please use the pavilion area.
4. Occupants are responsible for their guests at all times.
5. Children ages 12 and under must be accompanied by a parent or guardian.
6. Recreational equipment and toys that squirt water are prohibited.
7. Due to the size of the pool, adult-sized inflatable devices are permitted only when the pool is not crowded and only when they will not interfere with others' enjoyment of the pool.
8. Swimming assists are allowed in the shallow area when the pool is not crowded.
9. Running, pushing, diving, rowdiness, etc. in the pool is prohibited.
10. The depth marker must be up at all times.
11. The Association and the management company will not be responsible for lost or stolen articles, injuries or death.
12. Any person abusing the privileges of the pool area will be required to leave the pool. Repeated warnings and/or disciplinary action may lead to suspending of pool privileges as the situation requires.
13. After hour swimming is prohibited, and anyone in violation shall be considered to be trespassing. Occupants should call the police.
14. All Occupants and their guests must wear cover-ups and footwear when coming from or going to the pool.
15. The pool may be closed at the discretion of the Board of Directors or the Management Company due to inclement weather and on days when the temperature fails to reach 50 degrees Fahrenheit, or for any safety or health reason.

### **III. COMMON ELEMENTS**

#### **A. ENVIRONMENT OF COMMON ELEMENTS**

1. The storage of items in the common elements is prohibited, except common elements storage lockers. Examples include bicycles, wagons, recreational equipment, vehicles, benches and chairs.
2. Meter rooms are off limits to everyone except authorized personnel. No one (except authorized persons) is to attempt any repair of mechanical equipment under any circumstances. Instead, call the management company and inform them of any problems. Anyone tampering with the common element property will be subject to prosecution.
3. Each Unit is entitled to one storage locker. The storage of flammable or hazardous items in the storage lockers is prohibited.
4. The entrance doors must remain closed at all times, except when moving large items in or out.

#### IV. LIMITED COMMON ELEMENTS

##### A. PATIOS/BALCONIES

1. Only reasonable and appropriate patio furniture, plants and accessories may be located on patios and balconies. They are not to be used for the storage of items such as, but not limited to bicycles, boxes, tires, refrigerators, freezers, etc.
2. Sun shades or horizontal blinds of wheat or white are permitted.
3. For the safety of all occupants, please refer to the attached *Exhibit A* regarding fire hazards in the back of this booklet.
4. Dangerous, volatile, flammable items of any kind are prohibited from being stored on patios and balconies.
5. Any damage to the building caused by a Unit Owner, occupant or his/her tenant shall be the responsibility of said Unit Owner to repair or replace.
6. As of July 7, 1994, charcoal, butane, propane or other flame producing grills are prohibited. **ONLY** electric powered grills are permitted.

##### B. PATIO ENCLOSURE & REPLACEMENT WINDOW RULES

1. To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments. Exterior and interior modifications and/or alterations that will impair the structural integrity or would structurally change the buildings, Units, garages, or grounds are prohibited.

#### V. ALTERATIONS TO ASSOCIATION PROPERTY

- A. Seasonal door decorations are permitted in the common hall—only if affixed in a temporary fashion to the Unit doors. Seasonal decorations may be installed up to 30 days prior to the holiday and must be removed no later than 15 days following the holiday.
- B. Planting in present shrub bed is permitted. Vegetables, fruits, or rose bushes are prohibited. The Association may direct the landscaper to remove any unauthorized plantings at any time at the Unit Owner's cost.
- C. Live Evergreen Pine trees and wreaths are prohibited at all times.

#### VI. INSURANCE

##### A. INSURANCE CLAIMS

1. Occupants with glass enclosed patios must maintain insurance and repair of the enclosure including glass, all component parts and affected structure of the building along with liability insurance.
2. Occupants and Unit Owners are required to maintain sufficient negligent damage insurance as to pose no additional burden on the Association's insurance.
3. Only the Board may submit claims against the master insurance policy. Your individual insurance coverage should coincide with the Association's insurance Agent. You can



contact the management company for the name and telephone number of the Association's Insurance Agent.

## VII. UNIT RESTRICTIONS

### A. PETS

1. See Amendment B, dated April 16, 2009 of Declaration of Condominium Ownership for more information on pet restrictions.
2. Dogs (one) (1) per Unit and cats are permitted. Exceptions by breed and temperament of dogs: No Doberman, Rottweiler, Presa Canario, or any dog commonly known as a pit bull or mixed breeds of the foregoing breeds are permitted. In addition, no vicious dogs of any breed are permitted.
3. Pets must be on a hand held leash at all times. Pets must not be tied to, or staked to any portion of the Condominium Property at any time.
4. Animals are prohibited from roaming the hallways.
5. Dog owners must immediately clean up after their dog when exercising pets. All pet refuse must be placed in a sealed plastic bag or container and deposited inside the dumpster.
6. Damage to the common elements caused by a pet will be the responsibility of the pet Unit Owner, who is responsible for pet on Condominium Property. Such Unit Owner must repair or replace, depending on the extent of the damage.

### B. TRASH REMOVAL/RECYCLABLES

1. All trash must be placed in securely fastened plastic bags before being discarded in the dumpster.

### RECYCLABLES

#### *Recycling Instructions*

Please place your recyclable materials in the recycle bins located by the trash containers.

#### ACCEPTABLE MATERIALS

Cardboard boxes broken down, newspapers bundled, junk mail, magazines, glass bottles, aluminum cans crushed, steel cans, number 1-7 plastics (number on bottom of containers). Cartons and cans should be rinsed, and pizza boxes free of grease or food.

#### UNACCEPTABLE MATERIALS

Window glass, light bulbs, drinking glasses, mirrors, ceramics, cans with oil-based paint, and plastic containers contaminated with motor oil, antifreeze, pesticides and herbicides.

## LARGE ITEM PICKUP

Occupants must call our management company to schedule pickup of large items. These items include household furniture; carpeting rolled into 4-foot lengths, tables, TVs, washers and dryers with doors removed, toilets (separate tank from bowls).

## UNACCEPTABLE ITEMS FOR LARGE ITEM PICKUP

Tires, large car parts, batteries, building materials, debris. (Please note that these items cannot be placed in the dumpster either or they will be removed by the city employees emptying dumpsters.) It is the occupant's responsibility to dispose of these unacceptable items for pickup through their contractors or auto service center.

## VIII. SALE OR LEASE OF A UNIT

### A. SALE OF A UNIT

1. To assist in the orderly transfer and processing of your Unit, please notify the management company in writing when your Unit is placed on the market for sale.

Please indicate:

- a. Name of Unit Owner
  - b. Current address and phone number
  - c. Real Estate agent
  - d. Price listed
2. Thirty (30) days prior to proposed sale and transfer of your Unit, the following information is to be submitted to the management company in writing.
    - a. Full name of purchaser
    - b. Sale price
    - c. Bank or title company
    - d. Proposed date of transfer
  3. Copies of the Association Declaration, Bylaws and Handbook of Rules and Information, along with the name and address of the Management Company and Board of Directors, are to be transferred to the new owner.
  4. A report of your maintenance fee balance and/or any liens or assessments against the Unit will be sent to the lending institution handling the transfer action, after their written request for the same.
  5. 'Open House' signs are permitted only at the Unit entrance during the open house hours.

### B LEASING OF A UNIT

1. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease his or her unit to a specified renter for a period not less than four

(4) consecutive months nor more than twelve (12) consecutive months..

Thirty (30) days prior to proposed lease of your Unit, please supply the following information to the management company in writing:

- a. Copy of lease executed including:
  - b. Full name of tenant
  - c. Names of all occupants of the Unit
  - d. Telephone number of tenant.
  - e. Make specific reference to the Declaration, Bylaws, Handbook of Rules and Information, noting tenant is subject to above as an occupant.
  - f. Note a copy of the Declaration, Bylaws, and Handbook of Rules and Information has been supplied to the tenant.
2. Thirty (30) days following occupancy of Unit, the following information is to be supplied to the management company:
- a. Occupant's phone number
  - b. Unit Owner's current address and phone number
  - c. License number and identification of car
3. **'FOR RENT'** signs are prohibited

## **IX COLLECTION PROCEDURES**

- A. Payments are due the first day of each month. Checks must be made payable to **WOODSCAPE CONDOMINIUM OWNERS' ASSOCIATION**.
- B. You are late if the full maintenance fee is not received by the fifteenth (15<sup>th</sup>) of the same month.
  1. If your full maintenance fee is not received by this time, an administrative fee of Thirty Dollars (\$30.00) will be assessed against you immediately.

## **X. COMPLAINT PROCEDURES**

- A. Complaints against anyone violating the rules are to be made to the management company in writing, and must be signed by the individual filing the complaint. A standard form is available from the management company or at the back of this book.
- B. The Board and/or management company will contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to correct the violation.

- C. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to an enforcement assessment in accordance with the enforcement provisions contained hereunder.

## **XI. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATIONS**

- A. The Unit Owner shall be responsible for any violations of the Declaration, Bylaws or Rules by the owner, guests, 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 attorneys' fees, which will 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 if applicable, in accordance with the procedure outlined in Section E below, the Board MAY: a) levy an assessment for actual damages and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
- 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. 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 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 that must be received by the Board not later than the tenth (10<sup>th</sup>) day after receiving the notice required as stated in 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 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 that remain unpaid for more than ten (10) days.

## **XII. PROCEDURE TO SUSPEND UNIT OWNERS' RIGHTS**

1. Identify account(s) of Unit Owner(s) with balances that are delinquent more than thirty (30) days.
2. At a regularly scheduled Board meeting, a motion should be made, seconded and passed to suspend the rights of all delinquent Unit Owner(s) (and their occupants, if applicable) to vote and/or use the common amenities.
3. The Board must then duly notify all the Unit Owners that if they are delinquent, their rights have been suspended and will be reinstated only upon payment in full.
4. Upon verification of payment in full, the Board should reinstate the Unit Owner's rights to vote and/or use the amenities.

## **XIII. FLAGS**

- A. One standard-sized flag (not to exceed 3' by 5') of the United States of America is permitted to be displayed inside a Unit window or within the Limited Common Elements provided so that the bracket may be secured to wood trim only.
- B. The flag must be made of nylon, polyester, or cotton.
- C. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
- D. The installation of a free-standing flag pole by a Unit Owner in the ground or the Common Elements is prohibited.
- E. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.



**FORM A**  
**COMMON ELEMENTS ALTERATION REQUEST FORM**  
**WOODSCAPE CONDOMINIUM OWNERS' ASSOCIATION**

NAME _____	DATE OF REQUEST _____
ADDRESS _____	UNIT # _____
_____ Interior Halls	_____ Exterior Halls
_____ Landscaping (drawing or sketch attached)	

I hereby request permission from the Board of Directors for the placement of the following alteration in or on the common areas of the Association in accordance with the Association's Declaration, Bylaws and Rules:

Item(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To Be Placed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature

**FOR BOARD OF DIRECTORS USE ONLY**

Permission is Granted       Permission is NOT Granted

REASON: \_\_\_\_\_  
 \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
 BOARD MEMBER

Please complete the top half of this form and forward to:  
**WOODSCAPE CONDOMINIUM – Board of Directors**  
 c/o Associated Property Management, LLC  
 Renee Hambach, Manager  
 5090 Park Avenue West, Seville OH 44273



**FORM B**  
**COMPLAINT FORM**  
**WOODSCAPE CONDOMINIUM OWNERS' ASSOCIATION**

DATE: \_\_\_\_\_

**UNIT OWNER REPORT ON COMPLAINT**

DATE COMPLAINT MADE: \_\_\_\_\_

COMPLAINANT: \_\_\_\_\_ UNIT NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NATURE OF COMPLAINT: \_\_\_\_\_

\_\_\_\_\_  
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NATURE OF ACTION DESIRED TO REMEDY VIOLATION: \_\_\_\_\_

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

SIGNED: \_\_\_\_\_ UNIT # \_\_\_\_\_ DATE: \_\_\_\_\_

Unit Owner

## **EXHIBIT A**

### **FIRE HAZARD**

Any object or act that increases or may cause an increase in the hazard or menace of fire to a greater degree than that customarily recognized by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire, or which may obstruct, delay, hinder or interfere with the operations of the fire department or the egress of occupants in the event of a fire.

**Please note:** Fire extinguishers are located in every lobby of every building, and also in the pavilion.