

Living at Blair House

Welcome to 255 North Portage Path, "The Blair House"



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1. PREAMBLE

This set of rules is set forth to enable the residents of Blair House to live together in harmony and true neighborliness. We must remember that the restrictions we impose upon ourselves are for our mutual benefit, comfort and peace of mind. This document does NOT supersede the condominium Declaration and Bylaws (as amended in 2010 and 2013) or any other legal obligation. Rather, it should be viewed as a logical extension of that document, practices that have developed and evolved through four decades of mutual experience of practicing “living the good life” at Blair House.

Objectionable behavior is NOT acceptable, even if it is not specifically covered in these rules. Violations by occupants, guests and/or their employees are the responsibility of Unit Owners. No guns may be worn or carried into this building by anyone except law enforcement officers. Furthermore, illegal drug use or sale is banned.

2. MANAGEMENT

KareCondo is a full service community association management company founded in November 1985. Its staff is comprised of eleven (11) community association management professionals with over seventy-five (75) years of combined experience in helping associations such as the Blair House reach their community goals by applying a partnership approach to community association management. KareCondo is dedicated to providing the sound guidance, expertise and customer care that is required in every aspect of their clients’ responsibilities to their community.

We believe that being in a partnership with KareCondo allows the Board of Directors to make sound decisions and KareCondo to maintain its relationship as our administrative arm and advisor, not our decision makers.

3. NIGHTTIME SECURITY AND CAMERAS

Because security is so very important to our residents, we have nine (9) cameras providing 24/7 video surveillance of the Blair House entrances and grounds. These cameras are monitored year-round by KareCondo and our night watchmen who work each night. The guards routinely walk the halls checking for problems.

In addition, when a resident notifies a watchman that an emergency vehicle is en route to Blair House, he meets the EMS in front of our building and escorts them to the appropriate Unit.

4. OCCUPANCY AGREEMENT

The Blair House Condominium obeys all Federal, State and City legislation and regulations pertaining to “Fair Housing.” It does not discriminate because of race, color, creed, gender, sexual preference or handicap. At the present time, we are fully in compliance. All Units are now privately owned, and we do not have any rental Units.

5. PURPOSE OF THE PROPERTY

Each Unit shall be used as a residence for a single family and for no other purpose. It is intended that the buyer of a Unit will not use it for speculation, investment or leasing purposes.

In these times when almost everyone has a home computer, a Unit occupant may have a "home office" provided the following:

- Such use does not result in walk-in traffic from the public or from regular business invitees.
- Such use does not result in the Unit becoming principally an office as distinct from a residence.
- At no time shall any part of the Unit be used as a school of music or studio.
- The activities therein shall not interfere with the quiet enjoyment or comfort of any other resident.

6. OWNER'S RIGHTS, RESPONSIBILITIES AND PRIVILEGES

A. As a Unit Owner in "good standing," you have the following rights, protections and privileges:

- a) The right to attend an Annual Board Meeting or the right to give your proxy to anyone you choose in the event that you are unable to attend such a meeting.
- b) The right to place your name in nomination for election to the Board.
- c) The right to receive a free copy of the condominium house rules (*Living at Blair House*) and a written notice if there is a change and/or addition(s) to the house rules.
- d) The privilege to use the common elements, subject to reasonable rules and fees where applicable (as long as your account is not delinquent, triggering revocation of use of the Party Room, Terrace and Car Wash until all delinquent accounts are paid in full).
- e) The privilege of voting on all issues submitted to the association membership by the Board (as long as your account is not delinquent; then, you cannot vote until you are no longer in arrears).

B. The primary responsibilities of a Unit Owner are as follows:

- a) To abide by the Declaration of Condominium Ownership for Blair House Condominium (1973 up to, and including, the 6th rev. 2010), which contains our Declaration, Bylaws and code of Rules and Regulations of the Association.
- b) To pay all fees and assessments levied by the Association when due (see *Collection Policy Enforcement* on pages 18-19).
- c) To share use of the common areas, including laundry rooms, car wash, barbeque grill, Terrace seating and garage spaces, etcetera, in a manner that is fair, courteous, respectful and considerate of others.

7. OUTSIDE DOOR KEY POLICY

In the interest of security, the following procedures shall be in effect:

- A. An owner-signed registration form for all keys furnished and deposits paid will be kept permanently by the Blair House Moving Coordinator in the Unit's file as well as recorded in the official Blair House Key Book Register.
- B. Outside Security Door Key deposits are as follows:
 - a) One outside security door key will be furnished to each owner and/or resident. The deposit is \$10.00 per key.
 - b) A \$50.00 deposit shall be paid for each additional key upon request (up to a maximum of four keys per Unit).
 - c) A \$100.00 deposit shall be required for the replacement of a lost key(s).
- C. Owners must provide the Moving Coordinator a list of names, addresses, phone numbers and the relationship of those for whom extra outside door keys (\$50.00 each) are to be issued. Only an Owner can sign and make deposits for non-residents' keys.
- D. In order to maintain a high level of security, the total number of outside security door keys shall be limited to four (4) per Unit, unless an Owner and/or resident provides the Board with a reasonable hardship request for an additional key(s).
- E. Upon the sale of a condominium Unit, once the keys are returned to the Blair House Moving Coordinator, the key deposit will be returned to the owner. Realtors may not give keys to the new owner(s), and keys must always be distributed through the Moving Coordinator so that the deposits can be returned and/or paid as necessary as well as recorded on a registration form.

8. NO SMOKING BUILDING

All public areas of the Blair House Condominium are included in the no smoking ban, including the garage, hallways, elevators, Sky Room and the Terrace roof garden. To prevent embarrassment, please notify all guests and service providers to cooperate.

If you choose to smoke within the confines of your own suite, please ventilate adequately so you do not set off the smoke alarms. For your own safety, do not smoke in bed. Please do not allow smoke to drift into the hallways and set off the Blair House fire alarms.

9. FIRE SAFETY INSTRUCTIONS AND HAZARDS

Please take the time to look over the fire exit plan and fire safety instructions posted at the rear entrance and in the mailroom. Be sure to note the fire alarms, fire extinguishers, stairway locations and safety instructions, and make any nursing or domestic employees aware of these if applicable. The Akron Fire Department regularly inspects the Blair House, and we have an excellent rating.

Please check your Unit for the following fire hazards:

1. Storage of combustibles in your Unit or storage area.
2. Overloading of electrical outlets.
3. Using your furnace room as a storage room.
4. Portable electric heaters.
5. Buy a small and inexpensive class A-B-C multipurpose dry chemical fire extinguisher and keep it in your kitchen. Ninety-three percent (93%) of all fatal fires are in a residence.
6. Update the electrical wiring in your Unit so it conforms to the current City of Akron/County of Summit code (electric ranges are supposed to be plugged into a socket instead of hardwired and grounded outlets and switches are supposed to be installed near water spigots in kitchens and baths).

10. AKRON'S SMOKE DETECTOR LAW

The City of Akron's smoke detector law went into effect on August 1, 1991. For Blair House residents, this means the following:

1. The Owner of each Unit shall install smoke detectors.
2. Smoke detectors shall be installed outside of each separate sleeping area.
3. Individual units may have self-monitored battery-operated detectors, or they may be wired directly to the unit's power source.
4. The owner of each unit shall be responsible for all maintenance of detectors and keeping fresh batteries in battery-operated detectors.
5. No person will remove or make a smoke detector inoperable

Remember, smoke kills long before flames touch a person.

11. WHAT TO DO IN CASE OF A FIRE

If there is a fire in your Unit, please take the following steps:

1. Call the fire department immediately – Dial 9-1-1.
2. Leave your Unit and close the door behind you – DO NOT lock the door!
3. Pull the building fire alarm in the hallway.
 - a) In case of an emergency, the fire department and paramedics already have access to the building with an outside door security key in addition to building plans and a list of residents needing assistance. They do NOT have keys to individual units.
4. Leave by way of the nearest stairway – DO NOT use an elevator! Leave the building.

If you hear the alarm, but the fire is NOT in your Unit, please take these steps:

1. Remain in your Unit.
2. The fire department will evacuate the building in an orderly manner and only if necessary.
3. The fire department has a “protect in place” procedure. You will be safer remaining in your Unit.
4. If smoke develops, seal cracks around doors with wet towels.

12. ENTRANCE SECURITY SYSTEM (HOW TO LET A VISITOR IN)

For your safety and security, our condominium has been equipped with two entrance security systems; one is located at the front entrance inside the vestibule, and the other is by the rear side door for service personnel and deliveries.

Once at the callbox (intercom), your visitor(s) will find your name and unit number in the call box directory. The visitor simply dials your unit number, and the entry system will automatically dial your telephone number. When your phone rings in your Unit, simply answer the call and establish the identity of your visitor. **To deny the visitor entry**, simply hang up the phone. If you want **to allow the visitor entry**, quickly press the number six (6) on the keypad. Note: The door will not open until you take your finger off the 6 button. The entrance door from which they called will then be unlocked (in the front vestibule, it will release the lock on the right-hand door). You will hear a tone indicating the lock has been released, followed by the dial tone. Hang up.

Furthermore, lockboxes have been installed in three key locations; (1) the back hallway entrance by the garage, (2) the boiler room door and (3) the roof access door. Each lockbox contains a key that will provide access to Blair House trusted contractors. The codes will be provided for the areas in which they require access to perform requested maintenance, and these codes can be periodically changed. If a Unit Owner utilizes a contractor other than a Blair House trusted contractor, he/she will be required to provide a 24-hour notice so arrangements may be made to provide access to the roof for said contractor.

13.INSURANCE INFORMATION

Unit owners are required to carry their own condominium insurance. Please be sure to keep current information on file with management concerning the name and phone number of your insurance agent. That way, if you are away and something happens, the accident can be reported to your adjuster. For example, in the event of water damage, it is important to get things fixed and dried out right away (for your Unit and others that may be affected).

For your own information (or a buyer's), the common property of the Blair House is covered by a State Farm insurance policy, and the agent is Dennis Rango. The agent's contact information is as follows:

7770 Brecksville Road
Brecksville, OH 44141
(440) 526.6745

14.CARPETING MANDATORY ON ALL FLOORS

With the exception of units on the first floor, all floors must be covered with carpeting except in kitchens, bathrooms and closets. If the removal of carpeting creates a nuisance for your neighbors below you, you must replace the carpet or do whatever is necessary to restore the peaceful enjoyment of their unit (the Declaration is very clear on this point).

15.OBSTRUCTION OF COMMON AREAS

- A. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without prior consent of the Board.
- B. Driveways, sidewalks, passages, entrances, the vestibule, halls, elevators and the second-floor Terrace must not be obstructed in any manner. Bicycles should be parked in the garage. Rugs or mats should not be placed outside doors of Units. However, shopping bags may be hung on Unit doors for mail, small packages and/or newspapers.

16.HAZARDOUS USES AND WASTE

Nothing shall be done or kept in any Unit or Common Area that will increase the rate of insurance, result in a change in insurance on the building or that would be in violation of any law. Nothing is to be stored in the furnace room of your Unit.

17. BALCONIES & WINDOWS

Unit Owners shall not allow anything whatsoever to fall from the windows, doors, balconies or the Terrace, nor sweep or throw any dirt or other substance from the balconies, windows or doors into the halls, stairwells or elsewhere in the building. No birdfeeders, satellite dishes and/or barbecue grills or cooking stoves of any kind are allowed on private balconies. Rugs or mops shall not be hung or shaken from windows, doors, balconies or patios. Do not place flowerpots or anything on balcony railings that may blow off in a windstorm.

18. HALLWAYS

There shall be no playing, lounging or parking of baby carriages, bicycles, toys, tables, benches or chairs on any part of the Common Elements. The Common Elements shall be kept free and clear of carts, rubbish, laundry, dry cleaning, packages and other unsightly materials. Grocery carts are not permitted to remain in the halls, at the Unit door, elevator door or in the elevators and must be returned to the garage areas so they can be shared with others.

19. THE MAIL ROOM

The Mail Room is located off the front lobby. A mailbox for outgoing mail has been provided for your convenience. **DO NOT LEAVE UNWANTED MAIL IN THE MAIL ROOM!** Please do not place signs or posters, etc. in this area (all notices, posters, etc. should be placed on the bulletin boards).

20. THE GARDEN TERRACE

The entrance to the Garden Terrace is opposite the rear elevator on the second floor. Umbrellas, patio furniture and an outdoor grill are there for your sunning, lounging and entertaining needs. For party use, reservations must be made with a Board member, and arrangements must be made to restore the area to proper order. The directions for starting a fire in the grill are displayed nearby. The grill is put away during the winter. Fire regulations require that anything combustible must be kept 25 feet away from the grill when it is lighted.

21. ABSENCE OF OCCUPANTS

Unit Owners and occupants are responsible for arranging disposition of their mail and cancellation of their newspapers while absent.

22. ROOF

Owners or occupants are not allowed on the roof or allowed to use the roof for *any* purpose whatsoever. When air conditioning compressors need serviced, a Board representative will accompany the service person to ensure that the roof membrane is not damaged. Consequently, HVAC technicians need to make an appointment with KareCondo in advance of coming to service compressors located on the roof.

23. RUBBISH DISPOSAL

Rinse all bottles, cans and tinfoil, etc. before placing in bags, then seal and double-bag them before throwing them down the chute in the trash room located by either elevator on every floor. Melon rinds and similar liquids should be triple-wrapped before careful disposal. Never drip garbage on the hall carpet on the way to the trash room, or you will be billed for professionally cleaning the carpet! In addition, please do not throw watermelon rinds or perishables in the chutes unwrapped. Dumpsters are located by the overhead door in the third garage in case you have items too large or too smelly to drop down the chute. The dumpsters are normally emptied on Mondays and Fridays.

24. GARBAGE DISPOSAL PROBLEMS

An obstruction in a disposal can cause a sewage backup, filling sinks and dishwashers in up to five units! A disposal unit is designed to grind vegetable and fruit refuse. If the unit is in working order and supplied with PLENTY of water, it will reduce the garbage to a thin soup that will easily pass through the drain system. Some older, underpowered disposals may be operating in the building. A good disposal unit should have a motor of at least ½ horsepower and be big enough to render adequate service.

The following procedure is recommended when operating the disposal unit:

1. Turn on cold water, full stream.
2. Start the disposal.
3. Feed in the refuse – Do NOT use force.
4. Turn off the disposal when empty.
5. Leave the water on for about two minutes to allow the refuse to flow to the main line.

Do not put grease of any kind in any drain. It will cling to the wall of the pipe and contribute to a stoppage. The elimination of problems with disposals requires the cooperation of every resident and their domestic helpers.

25. RESPONSIBILITY FOR MOVING DAMAGE

A. Moving Rules to Minimize Problems:

- a) Moving into and out of the Blair House is permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday. Moving is *not* permitted on Sundays or holidays.
- b) Please make an appointment with KareCondo forty-eight (48) hours in advance of moving large items in our out of the building.
- c) Pads must be hung in the elevator to prevent damage to its walls.
- d) Unit Owners shall be liable for all damages to the building caused by taking in, moving or removing furniture or other articles of the occupant to, from or within the building. Any such damage will be billed to your Unit's account.
- e) Disposal of all packing materials, such as crates, barrels, boxes, paper and other packing materials is the responsibility of the Unit moving.
- f) Consult KareCondo about disposal of large items such as refrigerators, televisions, etc. or if hazardous materials, which are the responsibility of the Unit Owner.
- g) Delivery or removal of furniture must be done through the building's side (south) doors, NOT the front entrance.

26. PERMISSION AND REGULATIONS FOR TAG SALES

While commercial activities are prohibited at Blair House, it is recognized that oftentimes when properties are sold, it is necessary to sell household goods. The seller must seek permission through KareCondo, providing the date, hours and name of the agent selling the goods. The Board must grant final approval for all public sales.

- A. The following guidelines are designed to maximize building security as well as to minimize inconvenience to residents:
 - a) Buyers should enter through the south driveway and park in the visitor parking area.
 - b) They should enter the building through the designated side door entrance. The seller must station a representative at this point who will direct the callers to the site of the sale. All callers will be directed to leave the same way they entered.
 - c) The seller may erect temporary signs to direct traffic outside and inside the building.
 - d) Building management may have further advice/direction when circumstances warrant.
 - e) No estate sales may be conducted on Sunday.
 - f) The estate sale must be conducted between the hours of 9:00 a.m. and 5:00 p.m. a special preview sale exclusively for Blair House residents and families may be scheduled for 5-7 p.m. on the evening preceding the public sale.
 - g) The removal of any large items must be scheduled with KareCondo so the elevator may be padded and the carpets protected. KareCondo may provide the use of Blair House dollies and/or carts to move large or heavy items carefully across our carpets and through doorways and hallways without causing damage to the walls.
 - h) Repair of any damage to Blair House property resulting from the sale, especially through removal of furniture and/or appliances, will be charged to the account of the seller of the Unit holding the sale (all bills for repairs must be paid before the transfer of title may take place).

Thank you for your cooperation.

27. NO PETS

No animals of any kind shall be permitted in any Unit or anywhere on the premises. Please do not feed the wild birds from your balcony or the Terrace, and *never* bring visiting pets to the Terrace to do their "business." On parking lots, please comply with the City of Akron ordinance requiring use of a "pooper scooper and a baggie" if you need to let a pet out of a vehicle. Akron has a leash law as well.

28. DESTRUCTION OF PROPERTY

Occupants or guests shall not mark, mar, destroy, deface or engrave any part of the building. If any of these acts are committed by any occupant, guest or employee, the occupant shall pay the cost of restoring the affected area.

29. PERMISSION FOR CONSTRUCTION, ALTERATIONS OR REMODELING

Before any additions or alterations within the Units shall be made in construction, electrical systems, plumbing systems, television antenna systems (up to, and including, the outlet plate in the wall) or any other additions or alterations of a permanent nature, they must be submitted to the Board of Directors for approval.

30. EXTERIOR APPEARANCE AND CONFORMITY

- A. To maintain a uniform and pleasing appearance to the exterior of our building, occupants shall not permit anything to be hung or displayed on the outside windows or placed on the outside walls of the building. No sign, awning, canopy, shutter, radio or television antenna, satellite dish or receiver shall be affixed to or placed upon the exterior walls or roof or any part thereof without prior, written consent of the Board of Directors.
- B. Vinyl-clad replacement windows and patio doors must be uniformly white in color (since the original aluminum-finished ones are obsolete). Replacements should be highly rated as energy efficient since heat is included in the monthly maintenance fee.
- C. All window curtains and/or drapery linings must be a neutral shade (white, off-white, ivory or beige).
- D. Restoration of balconies is the responsibility of the individual Unit Owners. The painting of the ceiling of a balcony is the responsibility of the Owner of the Unit above, so this should be included in the estimate and/or price you obtain from a contractor for doing the work. Tarpaulins must be spread so that rust scale and paint do not fall or drip down onto balconies of the neighbors below.

31. PLUMBING

- A. You may hire ONLY a licensed and insured plumber for repair work, remodeling, installation of fixtures and/or resetting toilets (due to the age of our building, this is *crucial*). A sudden water leak can run through the walls all the way down to the ground floor Unit(s) below, causing thousands of dollars in damage that your condominium insurance must cover. Besides the cost, such flooding causes hard feelings among neighbors who have to pay the cost of their deductible as well as experience the dreadful inconvenience of the drying, cleanup and restoration.
- B. Blair House is responsible for plumbing shared by two or more Units. Please contact KareCondo, and a representative will send a licensed, insured plumber to make the appropriate repairs.

32. HOMESTEAD EXPEMPTION

Ohio has a Homestead Exemption program that reduces annual real estate taxes on property owned by anyone age 65 or older who has lived in his/her home for one calendar year (i.e., January 1 to December 31). If requested, the Homestead Exemption reduces the amount owed by 2.5% per year. To obtain an application form, contact the Fiscal Officer of Summit County. Once you qualify, the Fiscal Officer will send you a letter annually with a form enclosed asking whether you still qualify and, if not, to return the completed form to his office. If you want the reduction to continue, you simply do nothing further.

33. LAUNDRY FACILITIES

- A. The Blair House contracts with an outside firm to operate and service all laundry equipment. If a machine is broken, report it to contractor (name and phone number are available in each laundry room). NEVER try to move any machines for *any* reason whatsoever. Please report any lost change or other problems to the contractor as well.
- B. The washing and drying equipment shall be used on a reserved basis unless no one has a reserved time, in which case any resident may use the machines. If you choose, you may sign up on the schedule posted in your laundry room. Never use someone else's reserved spot without first speaking with that person and obtaining his/her permission.
- C. We ask that you use the laundry nearest your Unit on the floor on which you reside. No tints or dyes shall be used in washing machines. Each user is responsible for leaving the machines in a completely clean condition. The dryer lint trap should be emptied after use, and the door accessing the lint trap be left open after use. Leave the dryer door open also to help all lint go up the exhaust pipes better; it's a long distance to the roof from the lower floor laundry rooms.
- D. Machines use quarters only. Please remember to get rolls of quarters at the bank before the weekend.

34. SOLICITATION

There shall be no solicitation by any person anywhere in the building for any cause, charitable or otherwise.

35. EXCESSIVE SPEED AND FIRE LANES

- A. Drivers are required not to exceed the posted speed limit of 10 miles per hour when driving the parking lot or driveway. Be alert for cars backing out of parking spaces without warning.
- B. No one is permitted to park in the fire lane in front of the building at any time. It also must be available for ambulances to arrive at any hour.
- C. Please obey signs directing cars to exit ONLY via the north driveway. The south drive is enter only.

36. EMERGENCY AND MEDICAL EQUIPMENT

- A. A wheelchair and a walker are available for temporary use by Blair House occupants. These items are located by the restrooms near the office (beside the ramp/garage at the back door). Please return equipment as soon as possible.
- B. Fire extinguishers are available in the main hallways, Sky Room, second floor rear hallway leading to the outside Terrace and in the garage. After use, they must be left at the office door.
- C. A telephone is available in each elevator. In case of emergency, push the "HELP" button to engage a telephone line to an answering service where someone will send support.

37. USE OF THE SKY ROOM (PARTY ROOM)

- A. To reserve the Sky Room, you may sign up on the current year's calendar on the bulletin board by the garage entrance. There is no charge, though the signer's maintenance account becomes financially liable for any damage to the area and/or carpet cleaning required due to carelessness or dropping food and spilling drinks in excess of normal wear (also, if a Unit Owner's account is not paid in full, he/she loses the privilege of using the room until his/her account is paid in full). All that we ask is that you leave the area in a condition that would be acceptable to the next user.
- B. The day before your event, sign up for the ring of keys to the kitchen, restrooms, thermostat and storeroom where the fuse box is located with the electrical breaker switches. In addition, if you want to use the big screen TV, you must ask for the remote. If you expect friends and family to arrive at the front door, you will need the telephone so you can press "6" to admit your guest(s). When the event is over, please lock the doors you opened and return the keys to the office (drop them in the mail slot in the office).
- C. The Party Room is private and available exclusively for Unit Owners' parties and/or entertaining friends and family members. Clubs, charities and political parties cannot use the Party Room, as stated in our Declaration, since it is never "open to the public" and therefore cannot be rented out to groups or used for any type of fundraising.
- D. The Fire Marshall has limited the capacity of the Sky Room to 50 persons. He also has banned use of the balcony, so the glass door to the balcony must be kept locked.
- D. Should you have an unfortunate spill on the carpet, please use the cleaning solution provided under the kitchen sink immediately (before the stain completely dries and sets). Otherwise, you may have to pay the entire carpet to be cleaned (estimated at \$255.00).
- E. Bear in mind that the activities in the Sky Room should not interfere with the quiet enjoyment or comfort of any other residents. Activities are not to be extended to the hallways or the lobby.

38. SPECIAL/HOLIDAY PARTIES

Whenever the Board schedules and sponsors an event for the benefit of all Blair House residents, the event takes precedence over use of the Party Room or Terrace (the second-floor outdoor garden) for private parties. However, individual parties bump Bingo and Friday Polish Poker. Usually, people are flexible enough that use of the Sky Room is easily worked out to everyone's satisfaction.

39. COLLECTION POLICY & PROCEDURES FOR MAINTENANCE FEES & SPECIAL ASSESSMENTS

A. Maintenance Fees

- a) Maintenance fees are due on the first (1st) day of the month and are considered late if not received at KareCondo by the tenth (10th) day of the month. Due to the office now being closed, maintenance fees must be mailed to KareCondo or electronically debited from the Unit Owner's account.
- b) An administrative late charge of \$25.00 per month shall be incurred on any late payment and on any unpaid balance.
- c) A collection letter from the Association Attorney shall be sent automatically to any Unit Owner whose account is two (2) months delinquent.
- d) Our Association Attorney will automatically file a lien against any Unit Owner with an account three (3) months in arrears.
- e) The Association Attorney will solicit authorization to file a foreclosure against any Unit Owner that is five (5) months delinquent. The foreclosure may be dismissed only upon receipt of payment in full.

B. Special Assessments

- a) Any past-due assessment may cause a lien and foreclosure to be filed against the Owner of the Unit. A late charge of \$25.00 per month shall be incurred.
- b) Any costs, including administrative fees, collection costs, attorney fees and court fees, incurred by the Association in collecting delinquent assessments shall be added to the amount owed by the Owner(s). Repayment of these additional amounts shall occur first, before any of the remainder shall be applied toward reducing the balance due to pay off the delinquent account in full.

40. PREPAREDNESS CHECKLIST AND GUIDE

The Board offers the following list as a guide for your preparedness in case of a massive power outage. The massive blackout of August 2003 when the power grid failed could be repeated at any time, especially in the heat of summer.

You should always have the following available:

1. Workable flashlights or lanterns stored in a convenient place (that you can find in the dark).
2. A battery-operated transistor radio for news reports.
3. An ample supply of bottled water.
4. Some nonperishable food items (e.g., crackers, peanut butter, canned food). Check the expiration date on cans periodically, and discard any items with swollen lids (they are spoiled).
5. A hand-operated can opener.

It is recommended that candles NOT be used for lighting, especially in unoccupied areas. Do *not* go to sleep with candles left burning.

41. COMPLAINT AND ENFORCEMENT PROCEDURES

The following procedures have been adopted by the Board of Directors:

A. COMPLAINT PROCEDURE

- a) Complaints concerning any alleged violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email with an email signature line are also acceptable.
- b) Reports of alleged violations should include the alleged violator's name or unit address (both if available) and a detailed description of the alleged violation (e.g., date, time, location, pictures).
- c) The Board of Directors and/or Managing Agent will correspond with the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to correct the violation.
- d) If reasonable efforts to effect compliance are unsuccessful, the responsible Unit Owner will be subject to sanction in accordance with the assessment provisions contained in *Section II, Enforcement Procedures and Assessments for Rules Violations* (below).

B. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

- a) The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guest(s) or residents, including employees, of his/her Unit.
- b) Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible Unit Owner.
- c) All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- d) In addition to any other action, and in accordance with the procedure outlined in Section 5 below, actual damages and/or an enforcement assessment of up to, but not exceeding, \$50.00 per occurrence, or per day if the violation is of an ongoing nature, may be levied by the Board against a Unit Owner in violations.
- 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 Unit Owner specifying:
 - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
 - ii. A description of the Association Property damage or violation.
 - iii. The amount of the proposed charge and/or enforcement assessment.
 - iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

- f) To request a hearing, the Unit Owner must mail or deliver a written "Request for Hearing" notice, which must be received by the Board no later than the tenth (10th) day after receiving the written notice.
 - 1. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
 - 2. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in an Executive Session, and proof of hearing, evidence or written notice to the Unit Owner to abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- g) The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

42.POINTS OF INTEREST

Welcome to the Blair House Condominium! The following are some points of interest:

- The Party Room is located on the sixth (6th) floor, is equipped with restrooms and a full kitchen and can accommodate fifty (50) people.
- The Picnic Terrace on the second (2nd) floor roof contains a gas grill, umbrellas, picnic tables and chairs.
- Two laundry rooms (front and rear) are located on each floor.
- There are individual storage areas on each floor.
- There is a car wash area in the garage.
- A night watchman is on-site every night from 10:00 p.m. to 6:00 a.m.
- The Property is professionally managed by Kare Condominium Management Company (330.688.4900).
- The Blair House is resident-owned and occupied by occupants of age 55 and older (no one under 18).
- Planned activities are available in the Sky Room.
 - Bingo Night takes place twice per month.
 - Friday night is Game Night.
- There are video surveillance cameras (9 total) both inside and outside.
- Gas and water are included in the maintenance fee.
- The indoor garage is heated and equipped with shopping carts to assist with your groceries.

43. IMPORTANT TELEPHONE NUMBERS

Emergency:

Police/Fire – Emergency.....	911
Police – Non-Emergency.....	(330) 375-2658
Fire – Non-Emergency.....	(330) 375-2552
Summit County Sheriff.....	(330) 379-2181
Poison Control Center.....	(216) 231-4455
AMR Ambulance (Akron).....	(330) 762-8999

Utilities:

Ohio Edison (Electric).....	(800) 633-4766
Dominion (Gas).....	(800) 362-7557
Division of Water - City of Akron.....	(330) 375-2420
Summit County - Sanitary Sewers.....	(330) 375-2666
Waste Management.....	(866) 797-9018
Time Warner (Maureen Brown).....	(330) 630-7921

KareCondo:

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

General:

Akron-Summit County Public Library.....	(330) 643-9000
State Farm Insurance.....	(440) 526-6745
Post Office (Fairlawn).....	(330) 864-6409
KONE (Elevators).....	(440) 546-1100

BLAIR HOUSE CONDOMINIUM

OWNER/OCCUPANT(S) INFORMATION

The Ohio State Condominium Laws, Statute 5311.09(A)(2), states that "Within thirty days after a unit owner obtains a condominium ownership interest," that this information be provided to the Association; and 5311.09(A)(3) states, "Within thirty days after a change in any information that division (A)(2) of this section requires, a unit owner shall notify the association, through the board of directors, in writing of the change. When the board of directors requests, a unit owner shall verify or update the information."

OWNER(S) NAME(S): _____

UNIT ADDRESS: _____ EMAIL: _____

BILLING ADDRESS: _____
IF DIFFERENT THAN UNIT ADDRESS

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

CAREGIVER: _____ PHONE: _____

The following information is required in order to protect your property/possessions and that of all of our owners:

VEHICLE(S)

1) Color, Make, & Model _____ License # _____

2) Color, Make, & Model _____ License # _____

3) Color, Make, & Model _____ License # _____

4) Color, Make, & Model _____ License # _____

If none, check here.

EMERGENCY CONTACT NAME: _____ PHONE: _____
Must be able to provide access to your unit for emergency entry

Please note that this form is to be completed in its entirety to prevent the Association from re-requesting the information. Providing partial or no information within the required 30 days of receipt may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response.