

**HILROC  
RULES AND REGULATIONS ©  
EFFECTIVE: SEPTEMBER, 2016**

**HILROC CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.  
18501 Hilliard Blvd.  
Rocky River, OH 44116**

WELCOME to the Hilroc Condominium.

On behalf of the Association, we hope you enjoy living here. Our objective is to maintain the Hilroc as a very special place to call your home. Condominium living differs from living in a private home because you are relieved of heavy maintenance of a home. The Hilroc Community is similar to apartment living in that we all live very close to one another. But the owners of the units elect a governing body, the association board, to make the decisions, both monetary and regulating, which apply to all the residents and guests.

Since our individual units here are situated in close proximity to each other and we all share common spaces, we have established some common sense rules and regulations which take into consideration the health, safety and comfort of all residents. We hope you will find them reasonable and that you will cooperate by upholding them. The Board is authorized to promulgate and enforce these rules pursuant to the Declaration and by-Laws, Article IX.

We ask that you keep these rules and regulations handy and that you refer to them when necessary. If something arises that may not be covered in the booklet, please contact the Management Company. Additional information is contained in the Hilroc Declaration and By-Laws as recorded in Volume 85-7254, Page 1 et. seq. of the Records of Cuyahoga County, Ohio. Copies of the Hilroc Declaration and By-Laws may be obtained at a cost from either the Cuyahoga County Recorder or the Management Company.

Thank you for your cooperation and once again, welcome to the Hilroc.

The Board of Directors  
The Hilroc Condominium Unit Owners Association, Inc.

Renner Management Group, Inc.  
P.O. Box 33208  
10147 Royalton Road, Suite D & E  
North Royalton, Ohio 44133  
(440) 237-5567

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## **GENERAL INFORMATION**

Renner Management Group, Inc.  
P.O. Box 33208  
10147 Royalton Road, Suite D & E  
North Royalton, Ohio 44133  
440-237-5567

## **CITY OF ROCKY RIVER**

EMERGENCY	911
POLICE	440-331-1234
EMERGENCY, AMBULANCE & FIRE	440-331-1212
ROCKY RIVER CITY HALL	440-331-0600
ROCKY RIVER SERVICE DEPT.	440-356-5630
FAIRVIEW HOSPITAL (EMERGENCY)	216-476-7080
LAKWOOD POLICE & EMERGENCY AMBULANCE	216-521-1234
LAKWOOD HOSPITAL EMERGENCY	216-529-7000
POISON CONTROL	216-231-4455
HAZARDOUS MATERIAL SPILL (RRFD)	440-331-1212

## **INTRODUCTION**

1. The Hilroc Condominium is located in the City of Rocky River. The condominium property uses the service of the Rocky River Police, Fire Department, and Service Department.
2. The condominium property consists of 102 family units contained in a seven story building. In addition, there are 102 parking spaces contained in an underground parking garage.
3. As a private condominium association, we are governed by our own Declaration and By-Laws. We elect our own Board of Directors from our unit owners and the Board manages association affairs on behalf of our owners.
4. The Annual Owners' Meeting for the election of Board Members is held annually. Information regarding date and time of the meeting will be mailed to all owners along with a proxy and a census form. Regularly scheduled Board Meetings are held throughout the year. Meeting notices are posted in the building's mail room in advance including date, time and location.
5. The Board, on behalf of the Association, retains the services of a professional Management Company to handle the day-to-day operations.

## I. ENVIRONMENT OF COMMON AREAS

“Common Areas” are defined as all property except the individually owned units. These areas are owned by all owners together. The repair and maintenance of the *Common Areas* are the responsibility of the Association except as otherwise explained in the Declaration, By-laws and Rules and Regulations. Examples include roofs, halls, yard areas, driveways, walks, swimming pool, exercise room, party room, lobby, mail room, and garage.

The *Common Areas* are for the use and enjoyment of all residents. Therefore, everyone is required to be considerate in their use of these areas.

### A. Noise/Playing

1. Noise which distracts or disturbs others is prohibited. Residents must refrain from activity which creates a nuisance. Volumes of radios, stereos, televisions and other devices must be at a level so that the sound is not audible outside of the unit.
2. Playing in driveways or the parking lot is dangerous and is prohibited. This includes football, baseball, hockey, Frisbees, bike riding, skateboarding, roller skating, roller blading, scooters, and hover boards.

### B. Littering

1. Littering is prohibited.

### C. Smoking

1. Smoking is prohibited in all the *Common Areas* of the condominium property with the exception of the patio area outside the mail room/party room and outside the front entrances. (Ohio State Law)

### D. Soliciting

1. Soliciting is prohibited
2. Notify the Management Company immediately if you are annoyed or disturbed with solicitations.

### E. Vandalism

1. Anyone vandalizing any portion of the condominium property will be prosecuted.
2. Owners may be held responsible for any costs of repair whether caused by themselves, their family, guests or occupants of their units, including tenants.
3. Notify the Management Company immediately of any vandalism.

### F. Appearance of the Building

1. Nothing shall be hung or displayed on the outside of windows or exterior walls on the balconies.
2. Signs are prohibited, including “For Sale” signs, except on the mail room bulletin board.
3. Any and all air fresheners are prohibited in hallways. (Rocky River Ordinance)
4. Unit entrance doors must be closed at all times.

### G. Maintenance of Common Areas

1. Any damage to the Common Areas caused by an owner or guests(s) shall be repaired or replaced by the Association at the expense of the unit owner.
2. Any tampering with any mechanical equipment on the condominium property is strictly prohibited.

3. Placement or storage of personal property in the Common Areas is prohibited. Examples include wagons, toys, vehicles, campers, boats, automobile tires, benches, chairs or grocery carts. Bicycles are to be stored in the designated area outside the mail room and two storage lockers in the garage.

**H. Garages and Motor Vehicles**

1. The repair and/or maintenance of any vehicle in the garage or on any part of the condominium property are prohibited.
2. Storage of items in the in the common area of the garage is prohibited.
3. Owners of disabled, inoperable, or vehicles without current license plates will be subject to fines. The Association assumes no liability for damage to any vehicle or to any damage caused to or by the vehicle.
4. The washing of vehicles is permitted in the car wash area only. Vehicles may be waxed either in the car wash area or in the rear lot of the property.
5. All residents must provide the Management Company with the license plate identification information for all vehicles on the property.
6. Parking a vehicle in the garage or on the parking deck is at the owner's risk.

**I. Parking**

1. Vehicles parked in the Hilroc Parking Lot must be properly licensed and in operable condition or they may be towed at the owner's expense.
2. Boats and trailers are prohibited from being parked on the condominium property.
3. Large vans and trucks must be parked in the rear lot.
4. Unoccupied campers and motor homes are allowed to park in the rear lot for up to 7 days.
5. Parking in the areas designated as "No Parking" is strictly prohibited.
6. Parking is prohibited in "Fire Lanes". (Rocky River Police Order)
7. Parking in Handicapped spaces without proper certificate is prohibited.
8. Turn off car motors when stopping in the back driveway. Restrict parking in the back driveway to 20 minutes for loading and unloading. REPARK the car in the lot if necessary.
9. Turn off headlights at night to prevent disturbing first floor residents.
10. Parking a vehicle on the property is at the owner's risk

**J. Balconies**

1. Grilling on the balconies is prohibited.
2. Installation of any carpeting, tile, linoleum or other indoor/outdoor floor covering on the balconies is prohibited as it may damage the floor surface.

**K. Laundry Rooms**

Residents must be considerate of neighbors when using the laundry room facilities.

Laundry Room Hours are strictly enforced as follows:

A Level . . . . . 24 hours a day, 7 days a week

Floors One – Six . . . . . Every day 6am-10pm

1. Each unit is entitled to 2 – 2 hour laundry slots per week. There is a signup sheet on the bulletin board of each laundry room.
2. Laundry must be promptly removed from machines upon completion of the wash/dry cycles.

3. Washers and lint filters in the dryers must be cleaned after each use and refuse placed in the rubbish container provided.
4. Washers and dryers must not be overloaded.

#### **L. TRASH & RECYCLING**

1. Placing soiled diapers in the rubbish container or trash chute is strictly prohibited. Such items should be double bagged, tied securely and taken to the dumpster in the garage opposite the garage entrance.
2. All garbage must be placed in garbage bags and put down the trash chute. Store grease in a can in the freezer. When full, bag the can and take it to the dumpster in the garage. All non-toxic fluids are to be poured down the sink. Food scraps should be ground up in the sink disposal or wrapped in plastic, put in regular garbage bag and placed in trash chute.
3. Recycle receptacles are provided in the laundry rooms. Clean glass, metal, aluminum, waxed cartons and plastics (#1-7) may be bagged together and placed in the recycle bin. No Styrofoam is accepted.
4. Break down all boxes and place in recycle dumpster in the garage. Pizza boxes are to be placed in the garbage dumpster in the garage not down the chute.
5. All newspapers, junk mail and magazines may be placed in a neat pile on top of the cabinet shelf in the laundry room.
6. Return all shopping carts promptly to the garage or the mail room. They may not be kept in a unit or left at the elevators or in the laundry rooms.
7. Promptly report any equipment malfunction to the Management Company.

#### **M. Moving Schedule**

1. The building moving schedule is seven days a week, 8am to 6pm contingent on the party room schedule. Movers are to use the back driveway to access the building.
2. All moving dates, either "IN" or "OUT", as well as furniture delivery dates must be made in advance with the Management Company.
3. Elevator pads must be used in all transfer of household items. These rules apply to floor-to-floor moves.
4. Moving must be confined to one elevator so residents will have the unrestricted use of the second elevator.
5. Moving furniture, large boxes, appliances, and mattress boxes through the front door is prohibited. Movers must use the mail room entrance off the back driveway.
6. Any damages to the Common Areas are the responsibility of the suite owner and will be charged accordingly. It is the owner's responsibility to assure proper insurance coverage of the movers.

#### **N. Dress Code**

1. All residents and their guests are to be properly dressed when walking in the hallways, lobbies or other common areas.
2. All residents and their guests should wear adequate footwear while in the common areas for their own safety.

## **II. Association Responsibilities**

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

- A. Landscaping including grass cutting and gardens
- B. Elevators
- C. Swimming Pool
- D. Party Room
- E. Exercise Room
- F. Roads, parking lot and walkways
- G. Common Area electric
- H. Common Area insurance
- I. Volunteer board members insurance
- J. Foundations and roofs
- K. Hallways, lobbies, and elevators
- L. Laundry rooms
- M. Garage Cleaning

## **III. Limited Common Areas**

“Limited Common Areas” are defined as those parts of the Common Areas which were built and designed specifically for use by each individually owned unit. Examples include balconies, screens and windows, basement storage locker spaces. They are designated Common Areas because the Association has control over how they are to be maintained and/or used. Their complete designation is however, “Limited Common Areas” because they are private to and serve only one unit. Maintenance and repair are at the expense of the individual unit owner. For example, the windows of the unit are for that resident’s use only, and the cost to repair and maintain them is at the owner’s expense. However, the Association has the right to determine how repairs are to be made, etc.

### **A. General Restrictions**

1. Any alteration, addition or installation to any portion of the building not within the walls of a unit is prohibited.

### **B. Storage Lockers**

1. All storage items are prohibited from being stacked above door top level to avoid obstruction of the complete functioning of the fire sprinklers.
2. The storage of flammable or hazardous material in the storage lockers is prohibited.
3. All lockers must be cleaned prior to vacating the property. Storage of any items in the aisles of storage rooms is strictly prohibited.
4. Storage of items is at the owner’s risk.

## IV. Unit Restrictions

### A. General Unit Responsibilities

1. Conducting any industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, whether or not for profit is prohibited.
2. Unit owners must maintain and repair units and all internal installations at owner's expense.
3. Unit owners must maintain and repair all windows, screens, and doors at owner's expense. Replacement windows must have beige/light tan frames to coordinate with other new windows.
4. Unit owners must perform maintenance responsibilities in a manner so as not to disturb other residents between 8AM and 9:30PM.
5. Any alterations in family units, removal of any portion thereof, or anything which might jeopardize or impair the safety or soundness of the building are prohibited.
6. Should it be necessary to turn off any building utilities at the source, for the purpose of making "in suite" repairs, the cost will be borne by the unit owner. Arrangements for this must be made with the Management Company, who will make the arrangements with the contractor. Residents will be notified by signage 48 hours in advance.
7. All units must have an "in suite" smoke detector. Residents must check and replace batteries in the smoke detectors.
8. Residents must report any theft to the Rocky River Police Department. The Association, its employees or agents assume no liability for any damage or theft in a unit or locker.

### B. General Unit Restrictions

1. Waterbeds are prohibited.
2. "In suite" washers and dryers are prohibited,
3. Only white backed window coverings are permitted.
4. Garage, lawn or estate sales are prohibited.
5. Rugs must not be beaten on balconies nor may dust, rubbish or litter be swept off the balconies or from windows or into any hall or entryway of the building. This includes but is not limited to cigarette butts.

### C. Pets

1. Pets are prohibited on the property.
2. Guest or visiting pets are prohibited.
3. The Management Company must be notified for registration in the case of a Seeing Eye dog or other therapy animals prescribed by a doctor, subject to board restrictions.

### D. Mail Room and Deliveries

1. Unit owners must make their own arrangements to receive mail when out of town. The Association assumes no responsibility for loss of mail due to non-pickup.
2. Unit owners must make their own arrangements to receive deliveries.
3. Major large items such as furniture, bedding, appliances, and floor coverings must be delivered to the entrance on the south side of the building.



4. Unit owners must advise the Management Company of delivery of large items, i.e., furniture or appliances. If the elevator is to be used, it must be arranged for pads to be hung for protection of the elevator cab.

**E. Seasonal Decorations**

1. Live Christmas trees are prohibited. (Rocky River Ordinance)
2. Seasonal decorations may not be hung on balcony railings.

**F. Rubbish Removal**

1. Live ashes or fire (including cigarettes, cigars or pipes) are prohibited from being placed in the trash chute.
2. Residents using medicinal injections must place used needles in a rigid plastic container. Close, tape shut and take to the garage dumpster. Do not put in recyclables or trash chute.
3. Rubbish, trash or other items to be disposed of must be placed in secured and tied plastic bags, prior to being placed in the trash chute.
4. Soiled diapers and other such items must be placed in sealed plastic bags and taken to the garage dumpster.
5. Contractor debris must be taken out of the building and removed from the premises. It may not be put in the Hilroc dumpster or on the curb. Rocky River Service Department will not pick it up.
6. Large boxes and other items must be broken down and taken directly to the garage and placed in the green recycle dumpster located opposite the garage entrance/exit. Pizza boxes are to be put in the garage dumpster not the trash chute or recycle bin.
7. Newspapers, magazines and junk mail may be placed on the shelf in the laundry room or taken to the recycle dumpster in the garage.
8. Unit owners must place trash/debris, including carpeting, furniture, appliances and other large items needing disposal at the west utility pole by the west driveway. This should be done on Tuesday evening for the Hilroc weekly pickup on Wednesday morning. If that's not convenient, place items in the same location and call the Rocky River Service Department at 440-356-5630, daily 7:30 a.m. to 3:30 p.m., to arrange for pickup.

**G. Sale of Condominium Unit**

1. All unit owners must notify the Management Company in writing of any changes in occupancy.
2. "For Sale" signs are prohibited, except on the mail room bulletin board.
3. This is an owner/occupied condominium and units are not to be sold for rental.
4. Sale of your condominium unit:
  - a. The Management Company must be notified in writing of the pending sale of a unit by the seller within ten (10) days of the decision to sell and/or the signing of the listing agreement with the realtor.
  - b. The seller and/or realtor must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
  - c. The **seller** is responsible for providing the following information to the buyer:
    - 1) Copy of the Declaration and By-Laws

- 2) Copy of the Rules and Regulations
  - 3) Building and unit keys, garage remote
  - 4) The seller or agent must provide the buyer with a form indicating that the rules and by-laws have been read, understood and agreed upon by the buyer and returned to the seller.
5. Condominium Rental for those who are grandfathered:
- a. The unit owner is responsible for making the tenant(s) aware of the Rules and Regulations of the Hilroc Condominium.
  - b. The lease document must contain a clause making it subject to the covenants and restrictions in the Hilroc Declaration and By-Laws and further subject to the Rules and Regulations of the Hilroc Condominium Unit Owners Association, Inc.
  - c. Unit owners provide the Management Company with the following information prior to tenant move-in:
    - 1) Name of tenant.
    - 2) Name(s) of all occupants.
    - 3) Copy of lease agreement.
    - 4) Telephone number(s) of tenant(s).
  - d. The unit owner is responsible for tenant violations of the Declaration, By-Laws or Rules and Regulations. The unit owner shall be responsible for rules violation assessments and other damages.
  - e. A non-resident unit owner relinquishes all rights for use of the Common Area amenities such as the party room, exercise room and swimming pool.

#### **V. Party Room**

- A. Reservation for use of the Party Room is on a first come, first served basis. Only residents may reserve the Party Room upon completing an application and submitting it to the Board appointed director.
- B. The use of the Party Room is limited to 75 guests and does not include the use of the swimming pool.
- C. The Party Room must be vacated and the doors and windows locked by 1:00 a.m.
- D. The resident(s) hosting the party is responsible for the actions of their guests and must be present during the event. Guests are confined to the Party Room area.
- E. The resident(s) hosting the party is responsible for any damage to the furniture, fixtures, walls or appliances in the Party Room caused by the actions of their guests, catering personnel or other personnel servicing the party.
- F. A Party Room Check List must be followed:
  - a) Refrigerator – clean and in good repair.
  - b) Stove top/oven/microwave – clean and in working order.
  - c) Dishwasher – clean, empty and in working order.
  - d) Coffee Pot(s) – Clean all parts.
  - e) Hand towels, hot pads and mitts laundered and returned.
  - f) Waste and recycle containers – Replace with appropriate bags; all used bags to be taken to dumpsters in garage.

- g) Folding chairs – returned to storage area in Men’s Room; wicker chairs stacked in corner by the TV; tables must remain in the kitchen area.
- h) Sliding doors and window must be closed and locked; curtains and vertical blinds closed.
- i) Chairs, tables, counters, sink, floor – cleaned of any food, debris. NO tape may be used on walls.
- j) Television, VCR/DVD player, remotes in working order and no damage.
- k) Return Party Room key as instructed.

#### **VI. Picnic Area**

- A. Use of the picnic area is on a first come, first served basis.
- B. The use of the picnic area is restricted for use by residents and guests only.
- C. Resident(s) host is responsible for the complete clean-up of the picnic area.
- D. Resident(s) host must clean the grill after each use.
- E. Gatherings of 12 or more persons must be arranged in advance with the party room coordinator.
- F. The use of the picnic area does not include the use of the Hilroc party room.

#### **VII. Swimming Pool**

- A. Emergency phone is located in the mailroom lobby. Use the intercom phone to call the Fire Department – 104 or the Police – 105.
- B. Only residents of the Hilroc Condominium and authorized guests are permitted to use the pool. Residents are responsible for the actions of those guests.
- C. The building entry key must be used to gain entry to the pool area. For security reasons, it is prohibited to give a non-resident a pool key.
- D. In the interest of safety, children 16 and under must be accompanied by an adult. Rocky River City ordinance.
- E. Cleanup personnel are not provided. Take all trash with you when leaving: all smoking material must be extinguished and taken out of the pool area (supply your own ashtray). No food permitted in pool area: use the picnic area for eating. No glass items allowed in pool area.
- F. Running, jumping, diving and/or loud, noisy behavior and the use of large floats are prohibited.
- G. All pool users, including sun bathers, are to be properly attired. Those using the pool must wear swimsuits. All persons must wear cover-ups while going to and from the pool through the building common areas. Footwear must be worn in the building. Babies and incontinent individuals must wear “swim diapers” before they will be allowed in the pool.
- H. The use of the pool or picnic areas does not include use of the Hilroc party room.
- I. Profanity, obscene language, illegal substance and alcoholic beverages are not permitted.
- J. Emergency life saving equipment must be displayed at all times. The equipment may only be used in case of emergency.

- K. Board of Directors, property manager, employees and/or owners will not assume any responsibility in case of accident, loss of personal property, injury or death of any person(s) using the pool or the pool area.
- L. Use of the tables in the pool area is on a first come, first served basis. Reserving table with towels, clothing, etc., is not allowed.
- M. Pool hours: 9:00 a.m. to 9:00 p.m. daily. No lifeguard on duty. Swim at your own risk.

#### **VIII. Exercise Room**

- A. Exercise Room hours are from 9:00 a.m. to 9:00 p.m. daily.
- B. Smoking is prohibited in the Exercise Room.
- C. Appropriate clothing (warm-ups, robes, shoes, etc.) must be worn to and from the Exercise Room. Shoes must be worn at all times when using the Exercise Room facilities; wet bathing suits are prohibited from being worn while using the equipment.
- D. Report any machine malfunction to the Management Company.
- E. The Exercise Room may not be used for any activity except for the purpose of exercise.
- F. Children 16 and under must be accompanied by an adult when in the Exercise Room.
- G. Pool table must be covered, cue balls put away, cues returned to wall case after use.

#### **IX. Security**

- A. For the security of all residents, do not permit entry to anyone unless you are certain of their identity.
- B. Front and rear entrance doors, garage doors into the building and automatic doors must remain closed after entering and leaving the building.
- C. Admitting persons without proper identification through the outside door by way of the intercom is prohibited.
- D. To add or delete names from the Lobby Call Boards, contact the Board appointed director, who will make the necessary changes.

#### **X. Maintenance Fees, Lien Procedures and Costs of Collection**

- A. All assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the tenth (10<sup>th</sup>) of the month.
- B. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
- C. Any payments made shall be applied in the following order:
  - 1) Administrative late fees owed to the Association.
  - 2) Collection costs, attorney's fees incurred by the Association
  - 3) Principal amounts owed on the account for common expenses and assessments.
- D. Any past assessments may cause a lien and foreclosure to be filed against the owner.
- E. Any cost, including attorney's fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.

- F. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- G. Pool privileges and party room availability shall be rescinded for any account which is delinquent in payment of assessments, including maintenance fees.

### **XI. Complaint Procedure**

- A. Complaints against anyone violating the rules must be submitted to the Management Company in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint. Complaint forms are available in the mail room.
- B. The Management Company will in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

### **XII. Enforcement Procedures and Assessments for Rule Violations**

- A. Unit owners shall be responsible for any violation of these rules by the unit owner, guests, or the occupants, including tenants, of their units.
- B. A rule violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
- C. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating owner.
- D. In accordance with the procedure outlined in Section F below, a fee of up to but not exceeding Fifty Dollars (\$50.00) per day MAY be levied by the Board of Directors on any alleged responsible unit owner found to be in violation of the Rules and Regulations.
- E. In addition, all costs for extra cleaning and/or repairs stemming from a violation of the Rules and Regulations will be added to the fee.
- F. Prior to the imposition of a fee for a rule violation, the following procedure will be followed:
  - 1. Written demand to stop the violation(s) will be served upon the alleged responsible unit owner specifying:
    - a. The alleged violation;
    - b. The action required to stop the alleged violation; and
    - c. A three (3) day time period during which the alleged violation may be stopped without the imposition of an assessment.

2. If the unit owner denies the allegations contained in the notice he will have ten (10) days from the date of receiving the notice to request a hearing on the allegations. Upon receiving such a request, the Board shall schedule a hearing within forty-five (45) days. The Board shall serve the unit owner with a written notice of the hearing. This notice shall contain the following:
  - a. The nature of the violation;
  - b. The time and place of the hearing, including at least a ten (10) day notice but in no event be held later than forty-five (45) days after the request;
  - c. A request for the violator to attend the hearing and supply a statement or evidence on his/her behalf; and
  - d. The intent of the Board to impose up to Twenty-Five Dollars (\$25.00) assessment per violation per day commencing three (3) days after the Board issues its decision.

The Notice of the Hearing shall be substantially in the following form, but may include other information. "You are hereby notified that a hearing will be held before the Board at (location) on the (date) day of (month), at the hour of (time) upon allegations made in the complaint served upon you on (date of notice). You must be present at the hearing to present any relevant evidence at which time you will be given every opportunity to examine all complaints. At such hearing you may present any relevant evidence on your behalf".

3. At the hearing, the Board (a quorum of 3 members) and the alleged responsible unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to violator to abate action, and intent to impose an assessment shall become a part of the hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at the hearing.