

Independence Place West



Condominium Owners Association, Inc. Handbook of Rules, Regulations, and Useful Information

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Introduction

Welcome to Independence Place West Condominium. We, the Board of Directors, hope you will enjoy living here. Our objective is to maintain Independence Place West as a first-rate community. To accomplish this, we have established a set of rules and regulations that pertain strictly to living here at Independence Place West, a condominium neighborhood.

This Handbook of Rules, Regulations, and Useful Information (“Handbook”) contains common sense rules that take into consideration the reasonable health, safety, comfort, and well-being of others. We ask that you keep these rules and regulations handy and refer to them when you need answers, or, if you are still unsure, ask that you contact the property management company. These rules and regulations highlight certain provisions within the Declaration and Bylaws, as amended from time to time, which are recorded with the County.

The Handbook is intended to supplement, not replace, the Declaration and Bylaws, as amended; therefore, if there is an inadvertent discrepancy between what is expressed in this Handbook and the recorded governing documents, the Declaration and Bylaws will govern.

Thank you,

The Board of Directors

Independence Place West Condominium
Owners Association, Inc.

A. General Regulations

1. Each Unit must be used and occupied for residential purposes only. Except as otherwise provided in Declaration Article III, Section A, using any part of your Unit or the Condominium Property for commercial purposes is prohibited. Conducting any business, trade, occupation, or profession on the Condominium Property, including within a Unit, is also prohibited.

2. Outdoor holiday decorations/lights are permitted are permitted to be placed in the Limited Common Elements and/or building exteriors provided that the decorations are not affixed to the structure or building exterior in such a manner that requires any penetration of the exterior building and the decorations do not damage or discolor Limited Common Element buildings, gutter, or siding. Inflatable decorations are prohibited. Holiday lights used outdoors must be rated for outdoor use. All lights and decorations must be taken down no later than 30 calendar days after the holiday and must not be displayed 30 calendar days prior to the holiday.

B. Exterior/Common Elements

1. Unit Owners are responsible for any damage that they cause to the Common Elements, including damage that is caused by anyone residing in or visiting their Unit. The unit owner will be sent a written notice of intent to bill for any violation and have the opportunity to request a hearing prior to being assessed for damages.

2. Any change, alteration, or construction of any kind on any portion of the Condominium Property that is visible from the Unit exterior, including the outside of the buildings or landscaped areas, must have

prior, WRITTEN approval from the Board. This includes, but is not limited to, windows, doors, garage doors, patios, and fences.

3. The sidewalks, entrances, passages, and all other portions of the Common Elements (outside property) are prohibited from being encumbered or obstructed.

4. Except as otherwise provided, occupants are not permitted to store or place any items in any portion of the Common Elements, including, but not limited to, rubbish, cans, recycling carts, garbage, or recreational equipment. Furniture rated for outdoor use (e.g. lawn chairs, folding chairs, lounge chairs) may be temporarily placed in the Common Elements while in use, but must be returned indoors when not in use. Any such items left in the Common Elements may be removed and stored at the owner's expense.

Patio furniture that is rated for outdoor use is allowed to be stored on the patio, so long as patios are kept in a neat and orderly manner.

Occupants are also prohibited from sweeping or disposing of any waste, trash, or other debris onto the grounds or other portion of the Common Elements. Dumping of any oil, solvent, or other volatile or flammable material into any drainage system on the Condominium Property is prohibited.

5. The exterior portion of the buildings and all other portions of the Common Elements are not permitted to be painted, decorated, or modified by any occupant in any manner. This includes, but is not limited to, attaching or affixing anything to any exterior part of the buildings or Condominium Property, except as expressly authorized by this Handbook or the Declaration, as amended. Hanging or displaying anything on the outside of windows or walls is prohibited. Nothing is to be projecting from or attached to any window or door, including signs,

canopies, awnings, etc., without prior, written approval of the Board of Directors. The exception is that one professionally prepared “For Sale” sign is permitted to be posted on the inside of one Unit window or sliding door, facing outwards, so long as the sign does not exceed 4 square feet.

6. Cable, phone, or data wires are not permitted to be installed outside of the Unit or attached to any siding, gutter, soffit, or roof in a manner which is visible from the unit exterior. Satellite dishes are permitted, but restrictions apply (see Handbook Section J below). Satellite dishes must not be mounted to any roof or building, or any other portion of the Common Elements. Unit owners are responsible for any damage done to outside of building or other portion of the Common Elements caused by the satellite dish.

7. Clothing, sheets, blankets, laundry, and clotheslines are prohibited from being placed or exposed on the Common Elements, including the patio areas.

8. Vehicles, bicycles, tricycles, motorbikes, and mopeds are not permitted to ridden on lawn or parking areas within the Condominium Property for safety purposes.

9. Except as provided below, vegetable plantings are prohibited in the Common Element beds. The Association’s landscaper may remove vegetables of any kind from Common Element beds at the Board’s discretion. Occupants may, however, plant vegetables in pots that are stored on the patio serving their Unit, or hang vegetable pots from Sheppard hooks located in the existing bed adjacent to their Unit patio; provided, however, that vegetable pots and Sheppard’s hooks are not permitted to be placed in the lawn areas or any other portion of the Common Elements.

10. The Common Element planting beds around the buildings and trees located in the Common Elements are jointly owned by all Unit Owners and operated and maintained by the Association. Unit Owners are therefore not permitted to remove or destroy any shrubs, trees, flowers, or other Common Element plantings without prior, written approval from the Board of Directors. Unit Owners are permitted to plant flowers and shrubs in the existing bed that is adjacent to their Unit patio at their expense, so long as they obtain prior, written Board approval. Unit Owners are required to maintain, repair, and replace any plantings that they install in this area. Three feet out from the patio is the limit for beds surrounding a patio.

11. In consideration of neighbors, noise (e.g. music, television, yelling, or barking dogs), odors, or other nuisances that unreasonably disturb others, whether indoors or outdoors, at any time of day, are prohibited.

12. Occupants are not permitted to feed the wildlife. This includes, but is not limited to, displaying bird feeders in the Common Elements.

C. Patio Areas/Specifications

1. Patios are the “front porches” of Independence Place West and therefore, permissible patio items must be kept in a neat and orderly manner.

2. The exclusive use areas, also known as patio areas, adjacent to each Unit must be kept clean and clear of obstructions; except as otherwise provided, storage of trash, debris, construction materials, fire wood, appliances, furniture, clothing (including bathing suits), laundry (including towels), recreational equipment, portable or inflatable pools or basketball hoops, or other personal property on the patio is prohibited.

Occupants are permitted to place patio furniture on the patio, so long as it is rated for outdoor use and potted plants on the patio serving their Unit. Hooks are not permitted to be attached to any part of the building.

3. All improvements/alterations to the Common Elements or Limited Common Elements, such as fences, shrubs, or patios, must be approved by the Board of Directors, in writing, prior to commencing the proposed improvement or alteration. The Unit Owner is further responsible to maintain, repair, replace, and insure any improvement or alteration to the Common Elements or Limited Common Elements.

4. In accordance with the Ohio Fire Code, gas grills and other types of open flame devices are prohibited to be used within 10 feet of a multi-family building. Gas and charcoal grilling are permitted a minimum of 10 feet away from all buildings. ***FIREPITS are prohibited anywhere on the Condominium Property.*** In addition to all other enforcement remedies available to the Association, violations of the Ohio Fire Code may also be reported to the local fire department.

Patios must comply with the following specifications:

- a. Sizes allowed: 10 feet x 12 feet, 12 feet x 12 feet, 15 feet x 12 feet, and 10 feet x 10 feet (Sherman-style Units only).
- b. Maximum width is 15 feet and maximum length is 12 feet.
- c. All patios must be centered on the patio door unless otherwise approved by the Board.
- d. Expansion joints must be used against Unit and adjoining sidewalks. Minimum concrete thickness of 4 inches and minimum stone base of 5 inches. Wire rebar or mesh is required.

Top of patio must be sidewalk and grass level. Must have a textured finish as a smooth finish is slippery. All dirt, sod, and debris must be removed from the Condominium Property upon completion of the patio installation or alteration.

e. Patios must be constructed of flagstone, bricks, or concrete.

Patio fences must comply with the following specifications:

- a. Patio fences must be vinyl or board-on-board. Fences must be painted white or left natural.
- b. Fence posts must be a minimum of 4 inches x 4 inches and not more than 8 feet apart. Posts must not be installed less than 24 inches into the ground. Posts must be supported by a minimum of 36 inches of concrete.
- c. Fences, including posts, must be no higher than 6 feet.
- d. Patio fences are not permitted to be closer than 12 inches to heat pumps and must not extend beyond the interior dividing/fire wall.
- e. Patio fences must include an entrance gate if the fence fully surrounds the patio; gates must not be locked if an electric meter is inside the fence.
- f. Patio fences are not permitted to be covered.
- g. Fences and upkeep must be maintained and kept safe on both sides.
- h. Fences do not have to completely surround patio but must be continuous, without spacing. Space can be left between fence and Unit siding if approved by the Board.

- i. Fences must be located not more than 5 inches away from the patio perimeter (i.e., flower beds between patio and fence, on the interior side of the fence, are prohibited).

D. Garages

1. Unit Owners must keep their garage clean, maintained, and in good repair.
2. Firewood for fireplaces must be stored in garage only, not on porches or patios.
3. Unit Owners who have attic space above their garage may install storage facilities above their garage and are responsible for any damages to the Condominium Property, including structural damage, due to this installation.
4. Grilling is not permitted inside of garages.
5. Garage walls/ceilings have pipes and ducts connecting to your Unit and your neighbors' Units. Leaving garage doors open during cold temperatures could cause pipes to freeze/burst. If negligent, the unit owner would be responsible to repair or replace. **Leaving your garage door open also causes your heat pump to run more often, costing you money.** As a result, garage doors must be kept closed when not in use.
6. The recycling carts provided by the City, as well as any garbage cans, **must** be stored in the Unit garage. All cans must be stored by the end of the collection day.
7. Vehicles are not to be left idling in garages.

E. Vehicles/Parking

1. Note that each parking space has an address. Unit Owners/occupants may only use their assigned parking spot(s), unless prior permission is received from another Unit Owner/occupant to use their parking spot. Please remind your guests when visiting that they are not permitted to park in another Unit Owner/occupant's assigned parking space. Guests may only park in an assigned parking space if prior permission from a Unit Owner/occupant is received. Guests are permitted to use the street as visitor parking without prior approval.

2. The speed limit at Independence Place West is **25mph.**

3. Parking in the driveways, posted fire lanes, or in front of any garage door is prohibited. Owners and guest can park in assigned, addressed parking spaces, the Unit garage or the street only. Also, **ONE** car park per assigned parking space. Double parking is prohibited.

4. Mopeds, motorcycles, ATV's, or inoperable vehicles (for purposes of this rule, an "inoperable vehicle" is defined as a vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including, but not limited to, any of the following: a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; a vehicle with expired license plates or tags are not permitted to be parked or stored on the Condominium Property, including your assigned parking space, unless they are parked/stored within a Unit garage.

5. Vehicles are not permitted to be kept on any type of lifting equipment or jacks in the Common Elements if left unattended. Drainage of any fluids, is prohibited on the Condominium Property. Vehicles leaking any fluids must be repaired immediately. Any damage caused to the Common Elements or Limited Common Elements by a vehicle (e.g. oil leaks) will be the responsibility of the Unit Owner.

6. Parking is prohibited in the cul-de-sac, the north side of the street, on the grass, or in the street when snow exceeds two inches. Parking must not restrict access to any mailboxes or driveways at any time.

7. Unit Owners/occupants must obtain prior, written approval from the Board before parking or storing any dumpsters on the Condominium Property. The time limit on parking or storing a dumpster on the Condominium Property is up to the discretion of the Board of Directors.

8. Boats, campers, trailers, recreational vehicles, and commercial vehicles are prohibited from being stored or parked on the Condominium Property without prior, written permission from the Board, unless stored in your Unit garage. For purposes of this rule, a “commercial vehicle” is defined as a vehicle that contains commercial signage, advertising, or equipment/apparatus, such as a ladder. An exception can be made for commercial vehicles; may be parked temporarily outside of a garage for emergency maintenance/repairs to the unit or limited common elements.

9. Motorcycles, ATV’s, and mopeds are not permitted to be driven back and forth up and down Independence Drive or driveways within the Condominium Property, except for purposes of exiting and entering the Condominium Property.

10. Vehicles may be parked on the street for up to 24 consecutive hours during the week (Monday through Thursday) and up to 72 consecutive hours on weekends (Friday through Sunday).

11. It is prohibited to park in a manner that blocks access to another Unit Owner/occupant's garage or assigned parking space.

12. You must utilize your garage and assigned parking space(s) as primary parking before parking any vehicle on street. Garages are not permitted to be used for storage (other than the storage of vehicles) if vehicles are parked on street.

13. For any violations of the parking rules, the unit owner will be sent a written notice of intent to bill for any violation and have the opportunity to request a hearing prior to being assessed for damages. In addition to all other remedies available to the Association, any Unit Owner that parks or stores a vehicle on the Condominium Property in violation of these rules, including the vehicles of anyone visiting or residing in their Unit, may be subject to enforcement assessments and/or towing and storing the vehicle at the owner's expense.

F. Rubbish Regulations

1. Rubbish must be placed in can/bin or plastic bags. Please place all recycling in green cart. Unit Owners are responsible for cleaning up rubbish or recycling spillage from their can/bin or cart.

2. Rubbish and recycling may be set out the evening before collection, but not before 4:00 PM.

3. Rubbish/recycling is to be placed along the ***STREET*** for collection. ***Placing rubbish or recycling ALONG the DRIVEWAY AREA is***

prohibited. Sanitation crews should not have to enter driveway to collect rubbish/recycling.

4. Rubbish and recycling carts/cans must be removed from the curb by midnight of the day of collection. Rubbish and recycling cans/carts must be stored inside the garage. Cans/carts cannot be stored outside the Unit, including on any patio. Cans/carts left out may be stored by Association at Unit Owner's expense.

5. Furniture/mattresses must be wrapped in plastic for collection by City, per North Royalton/Rumpke ordinance. Please contact the City Service Department and/or Rumpke directly for any questions or instructions on disposing of bulk items.

G. Pets

1. Except as provided below, pets must be kept on a hand-held leash of no more than six feet in length and accompanied by and under the complete physical control of the owner at all times when outside the Unit. Pet owners are responsible for the complete and immediate clean-up of any waste on the Common Elements or Limited Common Elements.

2. Unit Owners are solely and exclusively responsible for the actions of their pet(s) or the pet(s) of anyone residing in or visiting their Unit, including, but not limited to, damage or injury to property or another person or pet. Unit Owners are responsible for the costs of repairing any damage to the Common Elements or Limited Common Elements caused by their pet(s) or the pet(s) of anyone residing in or visiting their Unit, including, but not limited to, the cost of replacing grass, bushes, or other landscaped areas on the Condominium Property.

3. Except as provided in this section, tying, staking, tethering, or chaining a pet in the Common Elements (e.g. poles, trees, buildings, etc.) is prohibited. One screw-in ground anchor that attaches in the ground to anchor pet is permitted. This anchor must be installed in the bed area closest to the Unit patio or front door, and must be within one foot of the building. Leashes attached to anchors must not interfere with the ability to access or utilize Common Element walkways or interfere with or damage the landscaper's lawn or snow equipment or any landscaping routines. The leash attached to an anchor is not to exceed 10 feet. The occupant must also be present at all times when their pet is attached to the anchored leash; for purposes of this paragraph, "immediately present" means that the occupant is within a 20-foot radius of the pet, and that the occupant is located outside the Unit (in other words, occupants may not remain inside the Unit if their pet is attached to the anchor).

5. Pets creating a nuisance or disturbance may be permanently removed from the Condominium Property upon three days' prior, written notice of the Board of Directors. Permanent removal will be at the Unit Owner's expense. Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time day or night.

- c. Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than 6 feet in length or in an animal carrier.
 - d. Pets who relieve themselves on walls or floors of Common Elements.
 - e. Pets who exhibit aggressive behavior or other dangerous or potentially dangerous behavior.
6. Pets are not permitted in the pool or party center. Service animals may be permitted in the area but are still not permitted in the pool due to health concerns.
7. Pets are not permitted to be housed outdoors. Animal shelters, pens, houses, beds, or boxes are prohibited to be stored on patios or in other portions of the Common Elements or Limited Common Elements.
8. Pet waste is not permitted to be placed or stored outdoors and must be kept in a sealed container in the garage to keep odors to a minimum.

H. Maintenance

1. Unit Owners are responsible for the maintenance, repair, and replacement of all windows, and the patio door, front door, and garage door. All other trim, siding, and caulking are the responsibility of the Association. Any windows that are fogged or doors/garage doors that are cracked or in disrepair will need to be replaced and/or repaired at the Unit Owner's expense. Failure to maintain, repair, or replace these components may subject the Unit Owner to enforcement assessment and other remedies available to the Association.

2. Light bulbs (interior and exterior) are the responsibility of the Unit Owner and must be clear or frosted and not exceed 100 watts.
3. Outdoor landscape lights are permitted in beds with prior, written Board approval. These lights are the responsibility of the Unit Owner and must not be placed in a way that impedes mowing or interferes with the Association's landscaping routines. The Association will not repair/replace any damaged lights, even if caused by landscaper.
4. The Common Elements and Limited Common Elements must be kept free and clear of garbage, rubbish, debris, and litter. Newspapers, phone books, and literature left by front doors, garage doors, and on patios, as well as refuse that is left behind on garbage day is the responsibility of the Unit Owner to promptly remove and/or discard.
5. Unit Owners are permitted to spray with water their siding to remove excess dirt and debris. The Board of Directors will have the siding professionally cleaned on a rotation at their discretion.
6. Fireplace chimneys that have been in use and dryer vents are to be inspected by Unit Owners annually and any cleaning should be done by a professional chimney/vent sweep. Failure to inspect the unit vents annually constitutes negligence and the unit owner may be responsible for costs and expenses arising from damage sustained due to failing vents, including, but not limited to, the Association's insurance deductible and costs exceeding available insurance coverage in the event of a fire or other casualty loss.

I. Doors, Windows, and Garage

1. Replacement of any perimeter window, door, or garage door must have prior, written approval of the Board of Directors.

Below are the permitted doors, windows, and garage doors:

STORM DOORS



- a. Storm doors must be all **white**; handles can be black, silver, or gold.
- b. Must have insect screens in good condition.
- c. Sherman-style Units must hinge doors away from exterior porch light so that when the door is opened, it does not hit the porch light.
- d. Blinds are not permitted to be installed on screen doors.

Unit Front Entry Doors



- a. Front entry doors must be painted **white**.
- b. For the first two door examples above, the glass can be clear or decorative. For the third door example above, the glass must be clear.
- c. Doors may be vinyl or steel and must have a smooth exterior surface.
- d. Doors must have a raised panel.
- e. One door knocker is allowed to be installed on door as long as it is the same color as the doorknob.

- f. A holiday or seasonally appropriate door decoration may be displayed on the front of the door of the unit.

Patio Doors



- a. Patio doors must be **white** vinyl.
- b. Grids of any type, installed between or on top of glass, are prohibited.
- c. Door handles may be brass, silver, or black.
- d. An insect screen must be installed.

Windows

6-over-6 window

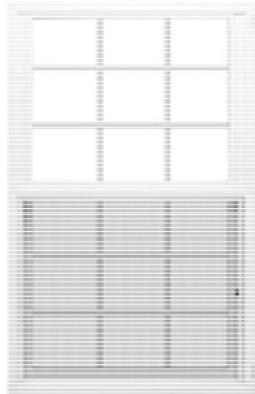
- a. The approved window model (6-over-6) and is for all upstairs window replacements, except for buildings 3, 6, 16, and 28, which cannot use this window model for the one window over the garage roof. Harrison-style Units must use the 8-over-8 window for the one larger window on the side of the building, which is located in the second-floor bedroom over the garage roof, as described below.
- b. This window must be installed as the kitchen window in all ranch-style Units.
- c. This window must be installed as a lower, first floor window in buildings 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, & 19.



6-over-6 window

9-over-9 window

- a. This window (9-over-9) and is for **first floor windows only**. This window must be installed in buildings 1, 2, 3, 5, 6, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, & 31. (For these Units, you will use the 6-over-6 windows for upstairs and ranch Unit kitchen window.



9-over-9 window

8-over-8 window

- a. This window is (8-over-8) and is **ONLY** used for the Harrison-style Units' second floor bedroom over the garage roof (units 3,6,16, and 28). **8-over-8 windows are not** permitted to be used for other Units as it is wider than all other windows.



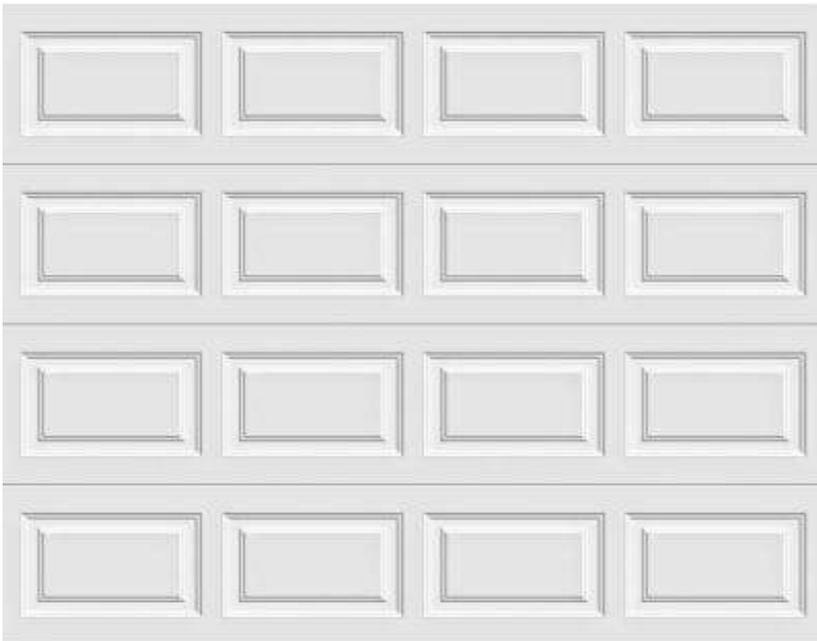
8-over-8 window

All windows must be equipped with full insect screens and be installed plumb and true into window openings. All parts of windows visible from the exterior must be white. All windows must have window blinds and/or coverings that are manufactured or made specifically for that

purpose. Blankets, cardboard, newspapers, flags, or other materials are not permitted to be used as window coverings. Window screens are to be kept clean and in good condition.

Garage Doors

- a. This is the only garage door that is permitted.
- b. It must have 16 raised panels and a wood grain texture.
- c. This door is to be white in color to match the trim on buildings.
- d. One handle in the middle is permitted.



J. Satellite Dishes/Cable

1. Satellite dishes are prohibited to be installed on the Common Elements. Any Unit Owner contemplating the installation of a satellite dish elsewhere on the Condominium Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the property manager. Any satellite dishes on the outside are the sole responsibility of the Unit Owner.
2. Unit Owners have 72 hours to remove or repair a satellite dish if it becomes a safety concern.
3. Upon sale, the satellite dish must be removed and area restored.
4. Satellite dishes are only allowed to be installed in the Unit, Limited Common Elements, or Exclusive Use Area (patio area).

K. Party Center Rules/Regulations

1. The party center is available for rent by any occupant, so long as the Unit Owner is current with their assessments. The rental is \$45.00 for Mon-Thurs and \$85.00 for Fri-Sun. *A separate \$100.00 check for the deposit is to also be sent.* **Make checks payable to Independence Place West Condominium Owners Association, Inc.**

2. Please call the property management company to reserve the party center. The associate can let you know what days are available.
3. Once you reserve the room, a form will be mailed to you that provides instructions/details.
4. Keys can be picked up at the front door of **9935**. **This is where you must return the keys and form once the party center is cleaned.**
5. If there is a party the prior day, you may not enter the party room until 10:00 AM the day of your party.
6. Thumb tacks, tape, and other adhesive materials are not to be used in the party center. Fun tack is permitted for hanging decorations.
7. Gambling or admission fees are not permitted.
8. The occupant that is renting the party center is responsible for the conduct of their guests and responsible for any damage to the party center or any other portion of the Common Elements.
9. The rental of the party center does not include the rental of the pool area. Party guests must not enter the gated pool area.
10. Smoking is prohibited in the party center; smoking may only take place in the designated area outside the party center.
11. Noise must be kept to a minimum so as not to disturb neighbors.
12. Your deposit will not be returned if your clean up of the party center is not complete, you don't lock the doors, leave doors or windows open, don't set the alarm, or fail to comply with any other requirement set forth in the form.
13. The building is available between 8:00 AM and 1:00 AM.

14. Board meetings, owners' meetings, other functions sponsored by the Association, Board, or committees appointed by the Board are generally not required to pay the rental fee or deposit specified in item 1.

15. The party center must not be used for commercial purposes.

16. Unit Owners may be assessed for any missing items.

17. If using the tables provided in the party center, they must be covered to prevent any damage. Unit Owners may be assessed for any damage to any portion of the Common Elements or property owned by the Association.

18. Before leaving the party center and returning the keys, the party center must be returned to the condition in which it was found prior to the rental or in a better condition, including the placement of the tables and chairs.

L. Pool

1. Pool passes will not be issued to any Unit that is delinquent in their assessments.

2. The pool pass must be shown to the lifeguard to gain entry to the pool.

3. Occupants must accompany their guests at all times when visiting the pool.

4. For health and safety purposes, using the pool while having a skin disease, sore or inflamed eyes, infections or discharge, communicable disease, excessive sunburn, or open sores is prohibited.

5. Consumption of alcohol in the pool and pool area is prohibited.

6. There must be a lifeguard on duty to enter pool area.

7. Persons under the age of 12 are not permitted in the pool unless accompanied by a responsible person capable of assistance in the event of injury or incapacity.
8. Proper swimming attire is required when using the pool; street clothing prohibited in the pool.
9. All lifesaving equipment is to only be used as such.
10. Running, pushing people in the water, and diving are prohibited.
11. Kick boards, noodles, and other floating supports are permitted. Other equipment not specifically listed may only be used with permission of the guard on duty.
12. Snacks and non-alcoholic drinks are permitted but must be kept in plastic containers only. Food and drinks are prohibited in the pool.
13. Occupants and their guests are required to register their name, address, and phone number upon entering the pool.
14. The lifeguard is in complete charge of the pool and has the authority to handle situations that arise.
15. Pets are prohibited in the pool and pool area.
16. All persons using the pool or pool area do so at their own risk. The Association does not assume any responsibility for any accident or injury in connection with such use.
17. 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 70 degrees Fahrenheit or for any safety or health reason.

M. Recreation Areas

1. The picnic areas are provided for the enjoyment of the occupants.
2. These areas are to be used on a first come, first serve basis.
3. The grills are to be cleaned after use. Grills are to be used at your own risk.
4. Occupants must clean up when done, including throwing away all debris.

N. Tennis/Basketball Courts

1. All players are to wear athletic shoes.
2. Smoking, eating, or drinking on courts is prohibited.
3. Courts are limited to occupants and their guests only.
4. Damage to courts may be billed to the responsible Unit Owner's account.
5. Occupants are limited to one game/match if others are waiting to use the court.
6. These amenities are to be used at your own risk.

O. Collections

INDEPENDENCE PLACE WEST CONDOMINIUM COLLECTION POLICY

1. All assessments are due on the 1st day of the month and are considered late if not received by the 15th day of the month.
 2. An administrative late charge of \$ 25 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
 3. The Association will apply any payments in the following order:
 - A. Interest owed to the Association;
 - B. Administrative late fees owed to the Association;
 - C. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and, finally,
 - D. Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.
 4. Any unpaid assessment may result in the Association filing the lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is rented, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
 5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
 6. If any Unit Owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
 7. If a Unit Owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.
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P. Contacting the Management Company

1. Any issues or complaints against anyone violating the rules are to be made in writing and contain the signature and name of the individual filing the complaint. Address for US mail: 1742 Georgetown Rd, Suite H, Hudson, OH 44236. Complaints may also be sent via email to the management company.

3. When sending an email, please include in the subject line...your Condo assoc., your name, your address number, and subject of complaint. **Example: IPW/Jane Doe/9936/Snow plowing.**

4. Please do not seek out board members for complaints, approvals, or problems. This creates a problem because the board is 5 members and we must all be present to vote. Your problem also does not get logged with the management company and now must rely on that board member to pass it along. If you forget and we are approached, we will tell you we are one member on a five-member board. This is not because we don't care about your issue, this is the proper procedure for handling complaints, problems, and approvals. The management company will pass this on so we may vote or take action at the board meeting. **THANK YOU!**

Q. Enforcement Policy

1. Notwithstanding anything contained in the Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost and attorneys' fees, will be assessed to the account of the responsible Unit Owner.
2. The Unit Owner is responsible for any violation of the Declaration, Bylaws, or Rules ("Governing Documents") by the Unit Owner, guests, or the occupants, including tenants of their home.
3. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, and/or removal, will be charged to the responsible Unit Owner's account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may:
 - a. Levy an enforcement assessment for damages and/or cleaning of the common elements or other property.
 - b. Levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day.
 - c. Levy and enforcement assessment for the approximate cost to physically remove the violation
5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:

- 1) If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment
- 2) A description of the property damage or violation
- 3) The amount of the proposed charge or a reasonable estimate of the proposed charge and/or enforcement assessment
- 4) A statement that the Unit Owner has a right to, and the procedure to request a hearing before the Board to contest the proposed charge and/or enforcement assessment
- 5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed enforcement assessment

b. To request a hearing, the Unit Owner must mail or deliver a written request for a hearing to the management company no later than the 10th day after receiving the notice.

- 1) The Unit Owner will be provided with a date, time, and location of the hearing.
- 2) If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed.
- 3) At the hearing, the Board and the alleged responsible Unit Owner will have the right to present any evidence. Within 30 calendar days of the hearing, the Unit Owner will be sent written notice of the Board's decision.

c. The Association may file a lien for any enforcement that remains unpaid for more than 10 days.

R. Leasing

1. Prior to leasing your unit, the following information must be submitted to the management company:

- a. Copy of lease;
- b. Full name and phone number of tenant(s);
- c. Names of all occupants of the Unit; and
- d. Home and business telephone numbers of tenant(s).

2. Leasing or subleasing a Unit for transient purposes, which is defined as periods of less than 30 days, or providing hotel, laundry, maid, or room service, or other similar services, is prohibited.

3. The Unit Owner is responsible for making the tenant aware of the Declaration, Bylaws, and Handbook of Rules, Regulations, and Useful Information.

4. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Handbook. The Unit Owner is responsible for rule enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.

5. Tenants are subject to the same rules & regulations as Unit Owners.

6. Complaints and requests of tenants must be made through the Unit Owner.

S. Contractors

1. The Board of Directors hires contractors; lawn, snow, roofing, siding, cleaning, etc. to work on the Condominium Property. These contractors are under the direction of the Board of Directors.
2. Unit Owner/occupants are not permitted to direct these contractors as to how they want something completed or done, or otherwise give any work instructions to any Association service contractor. The purpose of this rule is not to reduce or refuse work; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement.
3. If an instance comes up where a contractor is not doing something properly, or you have a concern, please contact the management company.

T. Unit Winterization

UNIT WINTERIZATION – Applicable November 1st to March 31st

To avoid the freezing of water and other plumbing lines in the Unit, the Owner of the Unit must maintain the heat in the Unit at a minimum temperature of 55 degrees Fahrenheit at all times. This means the electricity for the Unit must remain on all times. If at any time the Unit experiences a loss of heat in the Unit, the Owner of the Unit is responsible to immediately report the problem to the management office. In addition, if a Unit is to be vacant for a period of 72 consecutive hours or more, the Owner of the Unit must:

1. Make sure all windows are shut and locked.
2. Open all the doors of cabinets where water lines and drains are located.
3. Arrange for a responsible person to check on your Unit at least once every three (3) days to verify the heat is on and there are no leaks or other concerns.
4. If an individual water shut-off valve for the Unit is available, turn off the Unit's water, and drain all water from the plumbing by shutting off the valve and then opening faucets, flushing toilets, and running any appliance that may have water inside until the water is emptied from the faucet, toilet, or appliance.

A Unit Owner who fails to follow all of the above requirements is negligent and is responsible for any costs and expenses related to or arising from the water line break, including the Association's insurance deductible and costs that exceed any available insurance proceeds. Failure to winterize the Unit may result in the Association entering the Unit to winterize the Unit, and all costs and expenses of such action, including but not limited to the cost to maintain electricity for the Unit, will be billed back to the Unit Owner.