

Independence Place West



Condominium Owners Association

Handbook of Rules, Regulations, and Useful Information

Date Effective: 9/24/2024

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Introduction

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

The set of rules are common sense rules which take into consideration the health, safety, comfort, and well-being of others. We ask that you keep these rules handy and refer to them when you need answers, or if unsure, contact the property management company...Karecondo 1-330-688-4900

These are the abbreviated version of the official Declaration and Bylaws that are recorded with the county and are the official rules of the Association.

Thank you.

A. General Regulations

1. Each unit shall be used and occupied solely as a single family residence and for no other purpose. Using any part of your condo or the condo property for commercial purposes is strictly prohibited. Conducting any business, trade, occupation, or profession is also prohibited.
2. No part of the property shall be used in a manner that results in the cancellation or increase of our insurance policy.
3. Outdoor holiday decorations/lights are permitted. All lights and decorations must be taken down no later than 30 days after the holiday.
4. Seasonal Lights and décor cannot be attached to building. Lights and décor may be placed on outdoor shrubs and landscaping.

B. Exterior/Common Area

1. Each owner agrees to maintain, repair and replace, at owner's expense, all portions of the common areas and the facilities which may be damaged or destroyed by reason of willful or uninsured negligent acts, or negligence of himself/herself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee, tenant or guest of such owner or member of his/her household.
2. Any change, alteration, or construction of any kind on the outside of the buildings or landscaped areas must have **WRITTEN**

permission from the board. This includes but is not limited to windows, doors, garage doors, landscaping and patios.

3. The sidewalks, entrances, passages and all outside areas of the common area (outside property) are prohibited from being encumbered or obstructed.

4. Nothing is to be stored outside in any common area, including but not limited to rubbish cans, recycling carts, garbage, and toys. Garden hoses must be kept rolled up or on a hose wheel and not left lying in the common area flower beds. Furniture items may be placed in the common areas while in use but must not be stored in the common areas. All items must be stored in your unit or garage with the exception of the PERMITTED “patio type” furniture allowed to be stored on the patio. It may be decided also, that unauthorized items/possessions may be removed and stored at the owner’s expense in addition to all other remedies. Also prohibited, is sweeping or throwing any waste, or substance from any unit upon the grounds or common areas including dumping of any substance down any storm drain on the property which could result in fines by the EPA.

5. The exterior portion of the buildings and all other portions of the common areas shall not be painted, decorated or modified by any unit owner/renter in any manner. This included but is not limited to attaching or affixing anything to any exterior part of the buildings or property. Hanging or displaying anything on the outside of windows or walls is prohibited. Nothing is to be projecting from any window or door, or attach any signs, canopies, awnings, etc. without prior written approval of the board of managers. The one exception is a single professional for sale sign posted on the inside of one window or sliding door facing out. No one is permitted to mar, deface, or cause damage to any common area property or building.

6. NO cable, phone, or data wires may be installed outside of the unit or attached to any siding, gutter, soffit, or roof. Satellite dishes are permitted, but restrictions apply. Satellite dishes must not be mounted to any roof or building. ***Permission from the property manager must be obtained before any work or installation is completed.*** Unit owner is responsible for any damage done to outside of building and can be subject to fines or replacements for any damage or not getting permission.

7. No clothes, sheets, blankets, laundry, or clotheslines shall be placed or exposed to the outside of the common or patio areas.

8. Bicycles, tricycles, motorbikes, mopeds, or other similar vehicles are not to ridden on lawn or parking areas for safety.

9. Vegetable plantings are prohibited from the common areas and beds. The landscaper is required to remove vegetables of any kind from common area beds. Owners may, however, plant vegetables in decorative pots on a patio, or hang from Sheppard hooks located in bed along patio and not in the lawn. **Buckets or plastic commercial pots that came with the plant with writing on them are not permitted** as a decorative pot. **There is a limit of 3 vegetable plants on patio.**

10. **The common area planting beds around the buildings and trees are the property of the condominium association. No one is permitted to remove or destroy any shrubs or plantings without permission** from the board of managers. Permission from the board of managers must be given to install a new planting bed along the front edge of the patio and will be approved on a case by case basis.

11. In consideration of neighbors, please remember voices carry and should parties or gatherings continue past dusk please move indoors, or keep voices to a low reasonable level.

12. Condominium living requires consideration of your neighbors. Be cognizant of the fact that sounds travels so keep all noises at a reasonable level so as not to infringe on your neighbors right to peace and quiet. Smells can also travel. Although some things such as cooking cannot be helped, please just keep your neighbors in mind and make an effort to use proper ventilation when possible.

13. **Residents are not permitted to feed the wildlife. This includes, but is not limited to bird feeders. Anyone in violation will be assessed fees associated with any cleanup due to the violation and be subject to the removable of any feeding apparatuses.**

C. Patio Areas/Specifications

1. Patios are the “front porches” of Independence Place West and should present an attractive appearance.

2. The limited common areas, also known as patio areas, adjacent to each unit shall be kept clean, clear of obstructions, and other unsightly materials. ONLY reasonable and appropriate “patio type” furniture, potted plants, and accessories that are expected to be on a patio are permitted. Hooks and decorative lights are not permitted to be attached to any part of the building.

3. Storage of any items, including but not limited to clothes, laundry, bathing suits, towels, fire wood, toys, basketball hoops, pools, or any unsightly materials is prohibited.

4. All additions/alterations as well as patio surface must be approved by the board of managers is the direct responsibility of the unit owner to maintain and insure. Patio fences are not permitted by North Royalton Building code effective 3/1/2015.

5. Grilling is permitted 10 feet away from all buildings per North Royalton ordinance. ***NO FIREPITS PERMITTED ANYWHERE.***
6. Each homeowner has the option of installing a concrete patio with prior written approval from the board.
7. The maintenance of the patio is the unit owner's responsibility. In the event the patio is not maintained to the satisfaction of the board, the unit owner will be assessed accordingly and be subject to having patio removed.

Patio specifications

1. Sizes and standards of patios:

Common sizes allowed 10x12, 12x12, 15x12, and 10x10(Shermans).

b. Maximum width is 15 feet and maximum length is 12 feet out from the building. Any variances must be approved by board.

c. All patios must be centered on the patio door.

d. Expansion joints must be used against house 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 Textured finish as smooth is slippery. All dirt, sod, and debris must be removed from premises.

e. All patios must extend out the same as the neighboring patio if two patios are next to each other.

D. Garages

1. It is prohibited to park or block access to another resident's garage or assigned parking space. Vehicle owners who block access may be fined and/or towed at their expense.
2. Each unit owner/tenant must keep garage clean, safe, and maintained.
3. Flammable or combustible materials are prohibited from being stored in garage including propane tanks.
4. Firewood for fireplaces is to be stored in garage only, not on porches or patios.
5. *You must utilize your garage and parking space as primary parking before parking any vehicle on street.* Garages may not be used for storage if parking vehicles on the street. Commercial vehicles must be parked in garage.
6. Unit owners who have attic space above garage may install storage facilities above their own unit and are responsible for any damages to structure of common areas.
7. Grilling is not permitted inside of garages.
8. Garage walls/ceilings have pipes and ducts to you and your neighbors units. Leaving garage doors open during extremely cold temperatures could cause pipes to freeze/burst. This would be unit owner's responsibility to repair and/or replace. **This also causes your heat**

pump to run more often, costing you money\$\$. Garage doors are to be kept closed when you are not using your garage.

9. The new recycling carts provided by the city as well as any garbage cans *must* be stored in the garage.

10. Individual garage sales are not permitted. The Board of Directors will notify residents when an entire community sale is approved and what date.

11. Cars are not to be left idling in garages. Please be particularly considerate of neighbors with units above garages if you must back your car into your garage and turn off the engine immediately after parking.

E. Vehicles/Parking

1. Note that each parking space has an address. Unit owners/occupants may only use their assigned parking spot unless prior permission is received from another unit owner to use their parking spot. Those who park in spots that are not assigned to them or spots in which they have not been permitted by the unit owner to park may be subject to fine/towing for parking without permission. If there is an unauthorized vehicle in an owner's space, a request can be submitted for the vehicle to be fined and/or towed by neighbors that don't have permission to park there. Please remind your guests when visiting that they may not park in another owner's assigned space. Guests may only park in a space if prior permission from a unit owner is received. Guests may use the street as visitor parking without prior approval, but time limit applies.

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

3. Parking in the driveways, posted fire lanes, or in front of any garage door is prohibited. Park in assigned, addressed parking spaces only. Also, **ONE** car per space. No double parking!!!
4. Vehicles, including mopeds, motorcycles and ATV's with expired plates, inoperable vehicles, or unlicensed vehicles cannot be left or stored on the property, including your assigned parking space. Vehicles that fall into this category will be towed and/or fined, in addition to all other remedies. All fees will be added to unit owner's maintenance account.
5. Vehicles are not permitted to be on any type of lifting equipment or jacks and left unattended. No major engine/auto repairs, or drainage of any fluids is prohibited on the property. Vehicles leaking any fluids must be repaired immediately and the owner's maintenance account will be charged for any repairs or clean-up.
6. No parking is permitted in the cul-de-sac, the north side of the street, on the grass, or when snow exceeds two inches. Parking should not restrict access to any mailboxes or driveways at any time. This is subject to fines and/or towing.
7. Unit owners/tenants must obtain prior written consent before parking any recreation vehicles or dumpsters on the property. The time limit on these 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 property without prior written permission, **unless stored in your garage.** Motorcycles, mopeds and ATV's are permitted to be parked in assigned parking spaces.

9. Motorcycles, vehicles, ATV's and mopeds are not permitted to be driven back and forth up and down Independence Drive or driveways except for exiting and entering the property.

10. Vehicles may be parked on the street for up to 24 hours during the week and up to 72 hours on weekends. Leaving vehicles longer than this time frame is subject to fines and/or towing. **Also, your garage and parking space must be used as a parking space first before parking cars in the street.** If you have more than 2 cars you may be able to talk with neighbors and use their unused spaces **with** their permission

F. Rubbish Regulations

1. Rubbish must be placed in can/bin or plastic bags. Please place all recycling in green cart.
2. Rubbish should be set out the evening before collection but not before 4PM.
3. Rubbish/recycling is to be placed along the *STREET* for collection. ***DO NOT PLACE ALONG DRIVEWAY AREA.*** Sanitation crews should not have to enter driveway to collect rubbish/recycling.
4. Recycling carts/cans must be removed from the curb by midnight of the day of collection. Cans/carts must be stored inside garage. Cans/carts cannot be stored outside or on any patio. Cans/carts left out will be stored by association at unit owners 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 bulk item trash.

G. Pets

1. Pet owners must walk their pet on a leash and immediately clean up any waste.
2. It is prohibited to allow pet to use common areas for bathroom areas without immediately cleaning up after pet.
3. Any damage to the common areas will be repaired by the Association and billed to the unit owner's maintenance account.
4. Tying a pet in the common area or to any Independence Place West property (poles, trees, buildings, etc.) is prohibited. A screw-in ground anchor that attaches in the ground to anchor pet is permitted. This must be in bed area near your patio or front door and must be within one foot of the building. Long leashes attached must not be left crossing a walk, where anyone can trip or where landscaper's lawn or snow equipment will get tangled or damaged. Leash is not to exceed 8 feet and must not be a nuisance or it may be removed by the board of directors.
5. Pets can cause noise and disturbances for other in the same or surrounding buildings. Pets creating a nuisance or disturbance may be permanently removed from the property upon three days prior written notice of the Board of Directors. Permanent removal will be at the unit owner's expense.
6. Pets are not permitted in pool or party center.

7. Pets are not permitted to be stored outdoors and no animal shelters, beds, or cat boxes are permitted to be stored on patios.

8. Pet waste is not to be stored outdoors and must be kept in a sealed container in garage to keep odors to a minimum.

9. **Pets should be waked along Independence Drive only or by recreational area at end of street.** You may use tennis court as a dog run provided no one is using for basketball/tennis. You must clean up after pet if it has accident in basketball/tennis court.

10. You may walk your pet in close proximity to your own personal unit. **Do not walk pets between units or by other unit owner's buildings as this leads to encounters with other neighbors and possibly their pets. It is rude to let your pet defecate near other owners units and will not be tolerated.**

H. Maintenance

1. Unit owners are responsible for the replacement of windows, patio door, front door, screen door, hose spigot 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 or be subject to fines added to your maintenance account by the Board of Directors.

2. Light bulbs are the responsibility of the unit owner/tenant and must be clear or frosted and not exceed 60 watts. No cameras can be mounted inside these lights.

3. Outdoor landscape lights are permitted in beds. These lights are the responsibility of the unit owner. The Association will not repair/replace any damaged lights even if caused by Landscaper.

4. 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/tenant to promptly remove and/or discard. These items left there will be subject to clean up costs being added to your maintenance account.

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. Since these are impossible items to police, be advised that you are liable for any damage done to yours and any adjoining units.

I. Doors, Windows, and Garage

1. Replacement of any exterior window, door, or garage door must have prior, written approval of the Board of Directors, owner will be subject to fines and/or removal costs added to your maintenance account.

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 units must hinge doors away from exterior porch light so door does not open against light.
- d. No blinds can be installed on screen doors.
- e. All outside entry doors must have screen door installed.
- f. As of 3/1/2024 only full view storm doors are permitted.
- g. Screen door must have proper equipment to self close door as doors cannot be left in a permanently open state.

House Doors



A



B



C

- a. Exterior doors must be painted White
- b. Doors A and B may have clear glass or decorative cut glass, as long as shape of window is the same.
- c. Doors may be vinyl or steel.
- d. Doors must have a raised panel.
- e. A door knocker/kickplate is permitted to be installed on door as long as it is the same color as the door knob.
- f. Door decorations for the appropriate season are permitted.
- g. One Doorbell/Video doorbell is permitted to be installed next to door on the white trim around door, **NOT** the siding **with prior written approval** and no wires can be seen running to this doorbell.

Patio Doors



- a. Patio door is **white** vinyl.
- b. **NO** grids of any type installed between or on top of glass.
- c. Door handle can be any brass, silver or black.
- d. An insect screen must be installed.
- e. White blinds are permitted between glass that are made as part of door.
- f. The white trim around the glass panels must not be in excess of 3inches. (Patio doors are mostly glass and minimal trim)

Windows

- a. This window (6 over 6) and is for all upstairs window replacements, except for buildings 3, 6, 16, and 28 which cannot use this window for the one window over the garage roof. Use

window marked **Harrison unit only** for the one larger window on the sides of the building that have a different amount of grids in window.

- b. This window can be installed as the kitchen window in all ranch 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

- 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

- a. This window is (8 over 8) and is **ONLY** used for Harrison units second floor bedroom over the garage roof. **NO** other unit is permitted to use this window as it is wider than all other windows.

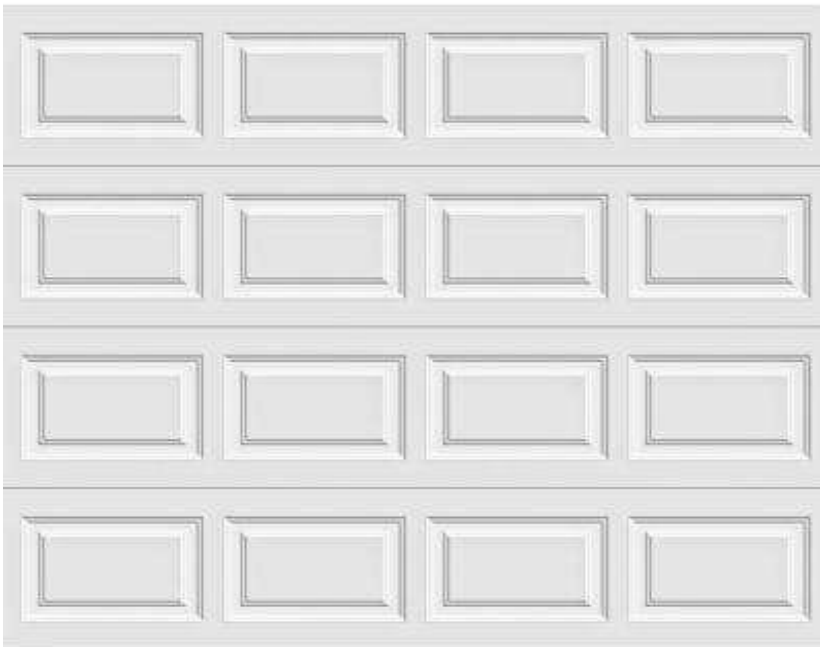


8 over 8 window

All windows shall be equipped with full insect screens and be installed plumb and true into window openings. All parts of windows shall be white. All windows shall have appropriate window blinds and/or curtains. No blankets, flags, decorations, or cardboard, etc. are permitted. Window screens are to be kept clean and in good condition. Seasonal appropriate interior decorations are permitted.

Garage Door

- 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. A handle in the middle is permitted.
- e. Garage doors are to be kept closed when not using garage
- f. A keypad is permitted to be installed on opposite side of trim from address numbers on the inner trim.



J. Satellite Dishes/Cable

- a. Cable and satellite dishes are permitted but must be approved by Board of Directors. A cable/satellite waiver must be obtained from Management Company or copied from this book.
- b. Any dishes or wires on outside is the sole responsibility of the unit owner/tenant.
- c. Unit owners have 72 hours to remove if it becomes a safety concern.
- d. Upon sale, dish must be removed and area restored.
- e. Satellite dishes are only allowed to be installed in your limited common area (patio area). Any other area is not permitted.

K. Party Center Rules/Regulations

1. The party center is available for rent by any unit owner who is current with their maintenance fees. The rental is \$50.00 for Mon-Thurs. and \$100.00 for Fri-Sun. **Make checks payable to Independence Place West. The check must be received before the event or keys will not be given to requester.**
2. Please call Karecondo property management company to reserve the party center. The associate can let you know what days are available.
Karecondo phone number 1-330 688-4900
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 will return 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 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 resident that is renting the party center is responsible for the conduct of their guests and responsible for any damage.
9. The rental of the party center does not include the rental of the pool area. Party guests should not be entering the gated pool area.
10. No smoking is permitted in the Party Center, use designated area.
11. Please keep noise to a minimum so as not to disturb neighbors.
12. Your maintenance account will be charged if your clean up is not complete, you don't lock the doors, leave doors or windows open, or don't set the alarm or cause damage. There are cameras on the building that document outdoor behaviors.
13. The building is available between 8AM and 1AM.
14. No charge for official business, board meetings, elections, functions sponsored by the board, or committees recognized by the board or for residential uses approved by the board.
15. Charges are applicable for parties and gatherings.
16. The party center can not be rented for commercial purposes.
17. Unit owners will be assessed for any missing items.
18. If using the tables provided in the party center, they must be covered to prevent any damage.

19. Before leaving the party center and returning the keys, the party center must be returned to the condition in which it was found including the placement of the tables and chairs. Furniture from party center is not to be used outdoors.

L. Pool

1. Pool passes will not be issued to any unit that is delinquent with fees.
2. The pool pass must be shown to the lifeguard.
3. Each resident must accompany guests to the pool.
4. 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. Being intoxicated in the pool area is prohibited.
6. There must be a lifeguard on duty to enter pool area.
7. Persons younger than 18 must be in the company of an adult.
8. Proper swimming attire is required... Swim suites are required/no street clothes are permitted.
9. All basic 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 may be used with permission of the guard on duty.

12. Snacks are permitted but must be in plastic containers only.
13. For your safety, please register with 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. No pets are allowed in 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.

M. Recreation Areas/Fire Pit

1. The picnic areas are provided for the enjoyment of the unit owners.
2. These areas are to be used on a first come, first serve basis.
3. The grills/Fire pit are to be cleaned after use. Grills/Fire pit are to be used at your own risk. Do not use fire pit with rocks in it as it can cause injury to users and surrounding persons.
4. Please clean up when done. Throw away all debris. Extinguish any fires before leaving and don't use on any excessively windy/dry days.

N. Tennis/Basketball Courts

1. All players are to wear appropriate shoes.
2. No smoking, eating, or drinking on courts.

3. Courts are limited to residents and guests only.
4. Any damage to courts will be billed to unit owners maintenance account.
5. Residents are limited to one game if others are waiting.
6. These amenities are to be used at your own risk.

O. Collections.

1. Association fees are due on the first of the month. Checks must be made payable to Independence Place West Condo Assoc.
2. You are late and charged a fee for payments not post marked by the 15th of the month.

ATTORNEY CLIENT PRIVILEGED DOCUMENT**

INDEPENDENCE PLACE WEST CONDOMINIUM
OWNERS ASSOCIATION, INC.

COLLECTION PROCEDURE

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 (the "late date").
2. An administrative late charge of \$25.00 per month will be added for any payment past the late date or on any balance of unpaid assessments. (Subject to increase upon further notice.)
3. After the late date, if an account has a balance totaling the equivalent of two months of monthly assessments or more, the Association's attorney is authorized to send a collection letter.
4. After the late date, if an account has a balance totaling the equivalent of three months of monthly assessments or more, the Association's attorney is authorized to file a lien. The Association's attorney is authorized to execute and, upon satisfaction, release said lien.
5. After the late date, if an account has a balance totaling the equivalent of five months of monthly assessments or more, the Association's attorney will solicit authorization to file a Complaint for Foreclosure with a claim for a personal money judgment. Prior to filing the Complaint, the Association's attorney is authorized to send notice of the foreclosure authorization with demand for payment.
6. Upon service of a Complaint for Foreclosure initiated by another lienholder, the Association's attorney will file an Answer to protect the Association's interest. If there is a lien, the Association's attorney will file an Answer along with a Cross-claim for foreclosure and for a personal money judgment to pursue the amount owed the Association.
7. Once in foreclosure, partial payments may not be accepted and, if the property is leased, the Association's attorney is authorized to file a Motion to Appoint a Receiver to collect the rents.
8. The Association's attorney will submit all settlement and payment plan proposals to the Board for the Board's consideration and decision.
9. This procedure remains in effect until duly changed by the Board.

Independence Place West Condominium Owners Association, Inc.

[Signature]
Signature (on behalf of Board of Directors)

Stacy T. Cooper
Print Name

6/27/17
Date of Board meeting where procedure was enacted

**This should be used to direct the attorney as to how to handle collection actions and should NOT be published or otherwise disseminated to the owners.

P. Complaint/Rule
Enforcement/Contacting
Management Company

1. 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 association name, your name, your address number, and subject of complaint. **Example: IPW/Sally Owner/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!

a. The unit owner shall be responsible for any violation of these rules.

b. A rule violation that, by determination of the Board of Directors, may require legal action.

c. If any unit owner fails to perform any act that is required by the Declaration, the Bylaws, the rules and regulations, or State law, the Association may, but will not be obligated to, charge and collect from said owner the entire cost and expense including reasonable attorney fees incurred by the Association. Any such amount shall be deemed to be an additional assessment upon

- such unit owner and shall be due and payable by said date. The Association may obtain a lien for said amount.
- d. In addition to any other action and in accordance with the procedure outlined in item (f) below, an assessment of up to but not exceeding fifty dollars per occurrence or per day may be levied by the Board of Managers on any owner found to be in violation of the Rules and Regulations, Bylaws, or Declaration.
 - e. All costs for repairs resulting from a violation of the rules and regulations will be added to the unit owner's maintenance account.
 - f. Prior to the imposition of an enforcement assessment(fine), the following procedure will be followed.
 2. Written Demand to stop the violation will be served upon the alleged responsible unit owner specifying: the alleged violation, the action required to stop the violation, the time period allotted to correct the violation.
 3. Any unit owner accused of a violation can request a hearing before the Board of Directors.
 4. At the hearing, the accused will have the right to present any evidence.

Q. 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
 - c. Supply tenant the rules and regulations book
2. Any lease covering a unit at Independence Place West shall be a minimum of one year.
 3. Subletting/Air B and B is prohibited.
 4. Each failure of a lessee (or sub lessee) to comply with the terms of the Declaration and Bylaws or this Handbook shall constitute a default under the lease or sublease and shall render the tenant subject to eviction.
 5. If it is necessary for the Association to initiate an eviction action against the tenant, all costs, including reasonable attorney fees and Management Company fees and expenses, shall be charged to the Unit Owner.
 6. Renters are subject to the same Rules & Regulations as Unit Owners.
 7. Complaints and requests of renters must be made through the Unit Owner.
 8. The Unit Owner is liable for all violations of the renter and the Unit Owner will be charged for all enforcement assessments, fines, damages, etc. caused by the renter.

R. Contractors

1. The board of Directors hires contractors; lawn, snow, roofing, siding, cleaning, etc to work on the property and they are under the direction of the Board of Managers.

2. No unit owner/tenant is to direct these contractors as to how they want something completed or done.
3. If an instance comes up where a contractor is not doing something properly or you have a concern, please contact management company first.

Cable/Satellite waiver

Dear Unit Owner: Please print and give this letter to your cable/satellite installer.

The Association has several guidelines regarding cable installation. The following are the correct guidelines:

- 1) Co-axial cable may not be visible on the outside of the unit. 2) A small hole can be drilled through the wall on the ground floor to access co-axial cable into the unit. Make the hole as unobtrusive as possible; try to hide the entry point behind a shrub, or plantings, if available. The hole should be just above the bottom plate. 3) Cable may not run on the outside of the siding, it cannot be hidden behind fascia, shingles, downspouts or gutters. 4) If cable is to go to the 2nd floor, it must be fished INSIDE the walls. It absolutely cannot be run up the wall on the outside of the unit. 5) Upon completion of installation, all excess cable must be buried underground. If any Common Area lawn is destroyed or not repaired properly, the unit Owner is responsible for the repair, or the Association cost to have said lawn repairs completed. 6) If the installation is made during the winter months and the ground is frozen, the excess cable may be placed on the lawn until it can be buried properly the following spring. It is the Owner's responsibility to follow up with the cable company to ensure the cable is buried when the weather will allow. All cable must be buried, no later than, April 1st. If the cable is not buried by this deadline the Association will have it buried and bill the cost for the work to the Unit Owner. 7) The cable junction box must be kept neat, closed and properly secured. No wires exposed.
- 2) Satellite dish must be located within 3 feet of patio area, if it is in grass surrounding patio, a bed will need to be installed around dish, with shrubs or plantings.
- 3) If/When the satellite dish is not being used any longer it must be removed immediately by homeowner as the dish companies will not remove them. Failure to remove will result in fines being assessed to your maintenance account.

The Unit Owner is responsible to make sure the cable installer follows these guidelines. If the setup is incorrect or does not follow these guidelines, the Association can issue an Enforcement Assessment Penalty against your account until the cable install is brought into compliance by the Unit Owner.

Please make sure your cable installer follows these guidelines.

Should you have any questions, please do not hesitate to contact our office 440 688-4900