VILLAGE COMMONS
RULES AND REGULATIONS

The Board of Managers of the Village Commons Condominium Association has prepared these Rules and Regulations as an aid to the owners and residents of Village Commons.

The information contained herein outlines the common-sense Rules and Regulations which supplement the Declaration and By-Laws ("Blue Book"), as recorded in the Cuyahoga County records, and which take into consideration the health, safety and comfort of all owners and residents who live in our fine community. Our objective is to maintain Village Commons as a very nice and desirable place to live.

We suggest that you keep this information handy and that you refer to it when you have a question regarding condominium living. If something arises that is not covered in the following pages, please consult the governing documents or contact Continental Management Company.

This Handbook is the property of Village Commons Condominium Association. It must be retained by the current owner and, upon sale of the Condominium, passed along to the new owner. A charge of $10.00 will be incurred for replacement of the Handbook

The Board of Managers
Village Commons
Condominium Owners' Association

Continental Management Company

Approved October 8, 1986
Revised July 16, 1992
Revised January 1, 2017
Revised July 7, 2022

VILLAGE COMMONS

RULES AND REGULATIONS

Table of Contents

I. General Information ……..… 3

II. Environment of Common Areas …….…….. 4

III. Exterior Unit Restrictions …….…… 6

IV. Maintenance and Repair Responsibilities ……..…… 7

V. Parking and Motor Vehicles …….…… 8

VI. Pets …….…….. 9

VII. Estate Sales …….. 10

VIII. Rubbish Removal …….……11

IX. Contracted Services …….……. 12

A. Management Company ……12
B. Insurance ……...12
C. Landscaping Services ……13
D. Snow Removal Services …….. 13
E. Exterminating Service …….. 14
F. Watering ……...… 14
G. Other Services …….. 14

X. Architectural Guidelines ……..…. 15

Paragraph K

1. Decks ……16
2. Patios ……17
3. Screened Enclosures ……. 17
4. Patio Awnings ……...…17
5. Hot Tubs ……...… 18
6. Barbecue Grills ……...….. 18
7. Privacy Fences ……...……...…… 18
8. Invisible Fences ……..... 19
9. Detached Buildings ……...…19
10. Storm/Screen Doors ……...… 19

Table of Contents
(con't.)

11. Door Replacement …… 19
12. Window Replacement ……...…20
13. Window Air Conditioners ……..…20
14. Decorative Additions …… 20
15. Additional Landscaping ……21
16. Playground Equipment …….…… 22
17. Satellite Dishes ……..… 22
18. Television Antennas …….…… 22
19. Gas Fireplaces ……...…22

XI. Maintenance Fees …….…… 23

XII. Complaint Procedure …….……... 24

XIII. Enforcement Procedures and Penalties …….……25

XIV. Sale or Rental of Condominium Unit …….…….. 27

XV. Anti-Harassment Policy …….……..….……....29

Appendix 1. ……..... General Directory

I. GENERAL INFORMATION

A. Village Commons Condominiums are comprised of thirty-one (31) units located on Commons Court and Cleveland Street.

B. The Condominium Association is located in the Village of Chagrin Falls.

C. Commons Court and the portion of Cleveland Street on which the condominium units are located are private streets. The streets, sidewalks, parking areas and driveways are maintained by the Association.

D. As a private condominium association, Village Commons is governed by its own Declaration and Bylaws. A Board of Managers (the Board) is elected from the unit owner membership, and the Board manages the Association affairs on behalf of the thirty-one unit owners.

E. The Board, on behalf of the Association, retains the services of a professional management company, Continental Management Company, to handle the day-to-day operations of Village Commons. Continental Management can be reached at (216) 664-1919.

F. The Annual Meeting is held in July. Scheduled Board meetings are held throughout the year. Unit owners may attend any Board meeting and should call Continental Management to obtain the date, time and meeting location of the next scheduled meeting. If a unit owner wishes to attend a regularly scheduled Board meeting to discuss a specific subject, the owner should inform the Management Company at least one week in advance of the meeting to inform the Board of the topic to be discussed, so that it can be placed on the agenda.

G. These Rules and Regulations do not replace the Declarations and Bylaws of the Village Commons Condominium Association, which are the official Legal Documents. If an inadvertent discrepancy appears between those documents and these Rules and Regulations, the Legal Documents will govern.

II. ENVIRONMENT OF COMMON AREAS

A. Common Areas (Defined in Section 4, Article II(B)(1) in the Declaration "Blue Book"):

1. The Common Areas are for the use and enjoyment of all Village Commons owners and/or residents. Everyone is required to be considerate in their use of the area.

2. Littering is prohibited.

3. Any and all damage to the Common Areas caused by an owner, resident, or guest of an owner or resident, shall be repaired or replaced at the expense of the unit owner.

4. Unit owners or residents may not change, add or remove any foliage or trees planted by the Association without prior, written consent of the Board of Managers.

5. Any and all items left unattended in the Common Areas may be removed by the Board. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of personal property left in the Common Areas.

6. Any noise which distracts or disturbs others is prohibited. Residents and their guests shall refrain from any activity which creates a nuisance to any other resident.

7. Residents may not give work instructions to any service contractor (e.g., landscaper, snowplow, etc.). This requirement is not intended to reduce or refuse service, but to insure that the contractor is performing the work in accordance with the contractual agreement. Each unit owner shall report to the Management Company the need for any repairs in the Common Areas which are the obligation of the Association to maintain.

8. Signs of any type are prohibited on, or hanging from, any part of the condominium property.

9. Vehicle repairs are prohibited on any of the Association's Common or Limited Common Areas.

10. Oil Leaks and spills on roadways, parking areas and driveways must be cleaned immediately by the responsible person, and all efforts must be made to correct the mechanical problem of any vehicle which is leaking oil or other surface staining fluids.

B. Limited Common Areas (Defined in Section 4, Article II(B)(2) in the Declaration "Blue Book"):

1. Unit owners and/or residents are responsible for maintenance of their Limited Common Areas.

2. Individual mailboxes are conveniently located at four pods in the Common Area. The individual mailbox key and lock are the responsibility of the unit owner or resident. If repairs or replacements are required, contact the Chagrin Falls Post Office. A locksmith of your choice may also be used to repair or replace the mailbox lock.

3. No rubbish, debris or materials of any sort may be left in Limited Common Areas.

4. Each unit owner and/or resident shall water the lawn, shrubs and trees around the unit often enough to prevent browning, disease and dying of the grass, shrubs and trees. Each unit owner will be responsible for any replacements necessary as a result of failure to water.

5. Lawn ornaments of any nature are prohibited. Flowers may be planted in the limited Common Areas. Any flowers or shrubs planted by the unit owner or resident must be maintained by that unit owner or resident.

6. Signs of any type may not be displayed on or from any part of the unit, or in the Common or Limited Common Areas.

7. No flags may be displayed in windows, on doors, patios or the exterior of the buildings, except the American flag, which may be appropriately displayed at any time.

8. Decorative items may not be permanently affixed to the exterior of any unit; however, a wreath on the door, a flag holder, doorbell (including video doorbell), and door knockers are acceptable. The above items must be maintained by the resident.

9. Temporary seasonal decorations are permitted, provided they are not permanently affixed to the exterior of the unit. Any damage caused to the exterior of the unit shall be repaired or replaced at the expense of the unit owner.

10. Garage, yard or patio sales are prohibited; estate sales are permitted as a one-time event, under certain circumstances.

11. Clothes lines are prohibited. Clothing or any other household fabric is prohibited from being hung in any manner outside of the unit.

12. Firewood may not be stored in the Common or Limited Common Areas, but must be kept with the confines of the garage.

13. Patio, porch or lawn furniture is permitted only on the surface of a deck or within the patio area. Such furniture is not permitted on the grassy lawn areas.

14. Portable gas or charcoal barbecue grills are permitted. Such grills, however, may not be used within six (6) feet of the exterior of any unit. Cleaning of any discoloration on the exterior of any building caused by smoke from a barbecue grill is the responsibility of the unit owner.

15. The Limited Common Areas, including decks, may not be used for the storage of items of any kind. Appropriate items that may be placed on decks include outdoor furniture, planters and portable grills.

III. EXTERIOR UNIT RESTRICTIONS

A. Additions, modifications or alterations of any nature to the exterior of the unit (including the garage door) are prohibited, except as provided under Section X, Architectural Guidelines.

B. Decorative items may not be permanently affixed to the exterior of the unit; however, a wreath on the door and a flag holder are acceptable.

C. Requests for changes to the patio area must be submitted in writing to the Board of Managers, and such changes may not be initiated without written approval from the Board of Managers (see Section X, Architectural Guidelines).

D. Privacy fences must be painted white, both inside and outside.

E. Use of plastic or other non-glass window or door liners is prohibited.

F. To create a visible, uniform standard throughout the Community, curtains and drapes with a natural wood, white or near-white backing only, shall be used for window treatment. Window treatment is defined as curtains, draperies, vertical or horizontal louvers, etc., that are visible from outside the unit.

G. Broken windows, torn screens, and damaged front doors or garage doors must be repaired immediately by the Unit owner at his or her expense.

H. Outdoor television antennas are prohibited. Small satellite dishes are acceptable, as provided under Section X, Architectural Guidelines.

I. No window unit contraptions may be placed in any window. Window fans are permitted to be used starting at 9:00 PM in the evening and must be removed prior to 9:00 AM the next morning.

IV. MAINTENANCE AND REPAIR RESPONSIBILITIES

Certain maintenance and repair activities are the direct responsibility of the unit owner and/or resident. These items are defined in the Village Commons Declaration of Condominium Ownership documents. Other maintenance and repair functions are the responsibility of the Association. Some of these items are listed below to assist you in your personal maintenance scheduling.

A. Unit Owner Responsibilities:

- All doors, door frames, sliding glass doors, door screens, storm doors, light fittings, hardware and light bulbs
- Skylights, if any
- Windows, window frames, window sashes, and window screens
- All heating, cooling and ventilation equipment, including the support pads for air conditioning compressor units
- Sanitary and storm sewer clean-outs serving the individual unit
- Utility service lines, pipes and conduits serving the individual unit
- Patios and decks, if any
- Privacy fencing added to enclose a patio area
- Exterior water faucets and electrical outlets serving the individual unit
- Mailbox keys and locks
- Watering of the shrubs, planting beds and trees around the unit and along the driveway to the unit
- Any structure constructed by the unit owner
- Garage door, including mechanisms, tracks, springs, cables, locks seals and automatic door openers
- Insurance for private homeowner coverage
- Area enclosed by a privacy fence

B. Condominium Association Responsibilities

- Building roof
- Aluminum siding and trim
- Gutters and downspouts
- Exterior foundations
- Roadways, driveways, parking areas, sidewalks and porches
- Grass cutting, fertilization, and re-seeding of lawn areas, except for those areas enclosed by a privacy fence
- Exterior painting and caulking
- Care and maintenance and repair of privacy fences between units
- Common area retaining walls
- Exterminating service on exterior of units
- Common Area insurance

These are only some of the items listed in your documents. You must read both the Bylaws of the Association and the Declaration of Condominium Ownership if you have any questions.

V. PARKING AND MOTOR VEHICLES

A. The speed limit in Village Commons is 7 M.P.H.

B. Residents must use the garage as the primary parking space.

C. Parking is allowed on driveways and paved parking areas

- on-street parking is not permitted
- sidewalks must be kept unobstructed
- vehicles may not be stored in the parking areas

D. The paved parking pods are for the use of guests. Therefore, no cars or motor vehicles of any kind may be parked, stored or kept in any Common Area parking pod for a length of time exceeding 48 hours without the prior written approval of the Board of Managers.

E. During the snowplowing season, parking in the pods is **not** permitted

F. The following vehicles are not permitted to be parked within Village Commons:

- trucks (except two-axle trucks with no more than four tires)
- buses
- boats or boat trailers
- campers or camper trailers
- mobile and/or motorized homes

G. Vehicles which are licensed, signed, used, painted or otherwise identified for commercial purposes must be kept within the confines of a garage.

H. Vehicles found to be in violation of these Rules and Regulations may be towed at the owner's expense, in addition to any other penalty assessments which may be imposed (see Section XIII, Enforcement Procedures and Penalties).

VI. PETS

A. All pets must be leashed **at all times** when outside the unit.

B. No pet shall be tied or housed outside a condominium unit at any time.

C. Pet owners are responsible for **immediate and complete** clean-up after their pets. This requirement includes clean-up of dog deposits from the grass, shrub beds, or concrete.

D. Pet owners will be held liable for any and all damages caused by their pets to any Common property including, but not limited to, shrubs, bushes, trees and grass.

E. Excessive barking is considered to be a nuisance and will not be tolerated in Village Commons.

F. Except for dogs, cats or similar household pets, no animals such as rabbits, livestock, fowl or reptiles shall be raised, bred or kept in any unit, or in the Common or Limited Common Areas.

G. Pursuant to the provisions of the Declaration of Condominium Ownership, the Board of Managers of the Association shall have the right to require the owner of any pet to remove such pet from the Condominium property upon three (3) days' notice if the pet is causing or creating a nuisance or unreasonable disturbance. Unreasonable disturbance is defined, but not limited to excessive barking. Prior to requiring any pet to be removed there must be a history of (3) documented instances with the Chagrin Falls Police Department and a unanimous vote among the Board of Managers. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, and without recourse, remove said pet from the unit and from the Condominium property.

VII. ESTATE SALES

Estate sales are permitted at Village Commons as a one-time event, and must meet the following criteria:

A. Sales are considered "Estate Sales" only if held due to the death or incapacitation of the unit owner. No articles or belongings, other than those belongings of the unit owner, may be brought to the unit or sold out of the unit. All other sales are strictly prohibited.

B. The sale may be conducted for three (3) days during the hours of 10:00 AM to 4:00 PM.

C. Vehicle parking of visitors to the sale must be restricted to the driveway or the visitor parking pods. The street or neighboring driveways may not be blocked. Parking is not permitted on the sidewalks.

D. The unit owner is responsible for the cost of repairs to any damage done to the grass or other Common Area elements.

VIII. RUBBISH REMOVAL

A. Rubbish removal and recycling services are provided by the Village of Chagrin Falls.

B. Rubbish and trash or other items to be disposed must be placed in the containers provided.

C. Recyclable materials must be placed in the recycling bin provided to each resident. Recyclable materials include:

- Newspapers (no other papers)
- Glass bottles and jars (bottles and jars only)
- Used beverage cans, tin cans (soup, coffee, food)
- Plastic beverage bottles (soda bottles, milk and water jugs), detergent, bleach and soap containers

D. Rubbish, trash and recyclable materials shall be placed at the end of the unit driveway for pick-up no earlier than 5:00 PM on the day before normal collection. The rubbish container shall be returned to the interior of the unit before 7:00 PM on pick-up day. Rubbish containers must otherwise be kept within the confines of the garage at all times. (If you cannot observe these time limits, please make arrangements with your neighbors in order to help you comply.)

E. Large items of rubbish (old furniture, mattresses, appliances, etc.) will be removed by the rubbish removal service; however, a call should be made to the contracted rubbish removal service company in order to alert them to the pick-up.

F. Garbage carts and recycling bins are the property of the rubbish removal service company and must remain with the condominium unit whenever the unit is sold or leased.

G. Garbage and recycling pick-up currently takes place on Thursday mornings. The exception to this pick-up schedule is when a legal holiday takes place during the week, prior to Thursday. Pick-up during these weeks will take place on Friday.

H. The Village of Chagrin Falls schedules a pickup date for Christmas trees each year. If a resident cannot or does not wish to dispose of a Christmas tree on the scheduled date, disposal must then be made at the resident's own expense. The rubbish removal service company will not pick up discarded Christmas trees. Dead Christmas trees may not be left on the Common or Limited Common areas.

IX. CONTRACTED SERVICES

A. Management Company

1. Village Commons Condominium Association has contracted with Continental Management Company to operate and manage the Common Areas of the property under the direction of the Board of Managers. Among other duties, the Management Company performs the following:

   - Attends regularly scheduled Board and Annual Meetings and provides the agenda for each;
   - Maintains the record file of papers relating to the administration, ownership of the members of the Association, and correspondence of any and all business matters or obligations of the Association;
   - Assists the Board in the administration of the Association policies, including the Rules and Regulations;
   - Hires, supervises and exclusively interacts with contractors and other such personnel as may be necessary to operate and maintain the Condominium property, with the approval of and to the satisfaction of the Board of Managers, at the Association's expense;
   - Collects monthly association fees and manages the budget of the Association;
   - Receives and responds to all telephone calls and answers correspondence from the residents;
   - Provides a 24-hour emergency answering service to assist unit owners with any emergency associated with the Common Area;

2. Continental Management Company may be reached Monday through Friday between 9:00 AM and 5:00 PM at (216) 664-1919. For owners outside the local calling area, the Management Company may be reached at (800) 525-3404. Telephone calls after normal business hours are connected to a voice mail system, with instructions for leaving a message or requesting emergency service.

B. Insurance

1. A master policy for insurance coverage has been purchased by the Association specifically for the Common Areas. Each unit owner must obtain insurance at his/her own expense in order to cover the interior of the unit, personal property and personal liability.

2. Your personal insurance agent should review the Declaration and Bylaws in order to provide you with appropriate coverage. If your insurance agent has questions about Village Commons' master policy, suggest that the agent call Continental Management for additional information or clarification.

3. To obtain the name of the Association's insurance agent, call Continental Management Company at (216) 664-1919.

4. Unit owner insurance coverage should include items which are the unit owner's responsibility to repair and/or maintain, including those items listed under Unit Owner Responsibilities in Section IV, Maintenance and Repair Responsibilities.

5. Loss claims against the master policy can be filed only by the Board of Managers.

C. Landscaping Service

1. Landscaping services are contracted on a yearly basis to maintain the appearance of Village Commons. The contracted services include, among other things, the following:

   - Regular grass and lawn maintenance, including, but not limited to cutting, weeding, fertilizing and aerating;

   - Care and maintenance of all Common Area trees, including pruning, fertilization and dead tree removal;

   - Care of shrubs and shrub beds.

2. Unit owners or residents may not give work instructions to any landscaper or his employees. If there is need for additional work, such as the removal of a dead tree, the unit owner must call the Management Company and report the need for such work. Any expenses arising from additional work performed as the result of direct instructions from a resident to the landscaper, with or without prior Board or Management Company approval, will be charged to the unit owner.

D. Snow Removal Service

1. Snow removal service is provided.

2. To protect the concrete surface of the roadways, parking areas and sidewalks, the use of salt is prohibited. Light or blowing snowfall or freezing/thawing cycles can create unexpected icy or hazard conditions. Residents are encouraged to use an ice-melt product on areas near the unit.

3. Parking in the Common Area parking pods is restricted during the snow season because of the need to use these areas for snow storage.

E. Exterminating Service

1. Village Commons has contracted with an exterminating service for the months of May through October. The contractor will treat the exterior Common and Limited Common areas. If you are experiencing a pest control problem around the exterior of your condominium unit, the exterminating company will service the exterior of your unit at no extra charge to the Association. To obtain service:

a. Call the Management Company and report your problem.

b. The Management Company will contact the exterminating service, report your problem, and arrange for the exterminator to service the exterior of your unit.

2. Pest control service required by an owner inside a condominium unit can also be scheduled by the Management Company, if desired. The individual unit owner is responsible for payment of any interior service charges at the time the service is provided.

F. Watering

1. Each unit owner is required to water the lawn, shrubs and trees adjacent to and in front of their unit often enough to prevent browning, disease and dying of the grass, shrubs and trees. In addition, the unit owner is required, in the same manner, to water the Limited Common Area in the rear of the unit. Each unit owner will be responsible for any shrub, tree or grass replacements necessary as a result of failure to water.

G. Other Services

From time to time, as the need arises, other services may be contracted to perform work essential to the maintenance of Village Commons. The most commonly used contractors perform the following work:

- Painting
- Road and sidewalk repair
- Building and maintenance repair
- Gutter cleaning
- Siding power washing

X. ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve integrity, and establish common guidelines and standards for improvement projects within Village Commons, the following rules apply to **all** requests for exterior modifications to the Limited Common Areas, except where specifically noted:

A. Requests for any type of modification, installation, or additions to the Limited Common Area must be referred the Board of Managers for review and action. (Contact Continental Management Company at (216) 664-1919 to obtain the name and address of the Board of Managers chairperson.) Written approval must be obtained from the Board of Managers **prior** to the initiation of any project. Initiation of any project prior to written approval of the Board of Managers may result in a penalty assessment to the unit owner, whether or not the request is ultimately approved.

B. All requests must be in writing and supported with sufficient detail and diagrams so that the Board of Managers may adequately review and act on the request.

C. Following written approval from the Board of Managers, it will be the unit owner's responsibility to secure necessary building permits and to obtain approval from the Village of Chagrin Falls, if required. Three (3) copies of the plans are required by Chagrin Falls, in addition to a final copy to be submitted to the Board of Managers. A copy of any building permits must be submitted to the Board of Managers prior to the initiation of Construction.

D. Once material for the construction of an exterior modification is placed on the condominium property, the work must begin and continue through completion in a reasonable time-frame, and in a manner that will not appreciably detract from Village Commons appearance, and will not inconvenience neighbors or interfere with the Association service contractors (e.g., landscaper).

E. Modifications or additions to the Limited Common Area must be completed exactly as described in the request and final drawings.

F. Following completion of a modification, addition or change to the exterior of a building, the surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition at the expense of the unit owner.

G. Any damage which occurs as a result of a modification, addition, or change to the exterior of the building or to any Common or Limited Common area is the responsibility of the unit owner. Repairs must be made immediately at the unit owner's expense to the satisfaction of the Board of Managers.

H. All additions or modifications constructed by a unit owner must be maintained by the unit owner, and any subsequent purchaser of that unit, in a first-class condition that does not detract from the Village Commons appearance.

I. It is the responsibility of the seller to disclose to a new unit owner any and all architectural modifications or improvements that are the responsibility of the unit owner to repair or

maintain. If necessary, please contact the Management Company to review the architectural correspondence file.

J. Review of architectural modification requests in conformance with paragraph B. above, submitted by a unit owner, will be addressed in accordance with the following schedule:

1. Written request to be submitted to the Board of Managers;

2. The Board of Managers will review the request and advise the Board of Managers of its recommendation, or will return the request for any additional information required within fourteen (14) days;

3. The Board of Managers will notify the unit owner in writing of approval or denial within thirty (30) days after receiving the Board of Manager's recommendation;

4. If an applicant does not receive written notice from the Board of Managers approving or denying the architectural modification within forty-five (45) days of the original request, a second notice must be submitted directly to the Board of Managers;

5. A decision will be made by the Board within fifteen (15) days after receipt of the second notice. Failure on the part of the Board of Managers to respond will be considered denial.

K. In addition to the general requirements of paragraphs A. – J. above, the following guidelines address specific improvement projects and/or exterior modifications:

1. Decks

a. Wood decks must be unpainted and constructed of cedar, redwood or pressure-treated wood. A preservative wood finish must be applied for maintenance and protection. Decks that are constructed of materials other than wood will be evaluated on a case-by-case basis.

b. The dimensions of the deck must be limited to twelve (12) feet in width and/or may not extend beyond the Limited Common Area associated with the rear of the unit, including any access steps. With respect to end units or units near the property or tree line, consideration must be given to landscaper access.

c. Drawings of the deck must show length, width and height, support structures and ground preparation. Support structures must be anchored in concrete. Footers must be at least 36 inches deep. The name of the contractor who will do the installation must be provided.

d. Relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. A two (2) foot minimum clearance is required to allow access to the utility meters.

e. The exterior perimeter of the deck, from the deck floor to the ground, must be enclosed. Lattice-work is not permitted.

f. The deck must be insured under the unit owner's private homeowners insurance.

g. Chagrin Falls building permits are required.

2. Patios

a. Concrete patios must be poured and remain a natural color. Red brick or flagstone patios are permitted.

b. The dimensions of the patio shall be limited to twelve (12) feet in width and/or may not extend beyond the Limited Common Area associated with the rear of the unit. With respect to end units or units near the property or tree line, consideration must be given to landscaper access.

c. Drawings of the patio must show length, width and slope. Slope must be sufficient to drain flow away from the building foundation. The name of the contractor who will do the installation must be provided.

d. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.

e. The patio must be insured under the unit owner's private homeowners insurance.

3. Screened Enclosures

Screened patios, decks or porches are prohibited.

4. Patio Awnings

a. Awnings must be made of cloth; aluminum awnings are prohibited.

b. The cloth awning must be a neutral colors only.

c. Metal pipe framework and supports for the awning must be removable for winter storage.

d. The metal strip and piping installed on the exterior of the unit as an attachment for the cloth cover must be of a material that will not rust or cause rust-weeping marks on the aluminum siding of the unit. No other attachments to the exterior of the unit are allowed.

e. The entire awning structure, excluding the permanently attached metal strip, but including the awning and all supports, must be removed during the winter months.

f. Drawings of the awning and support structure must show length, width and height, in addition to the method of attachment to the siding. The name of the contractor who will do the installation must be provided.

g. The awning and support structures must be insured under the unit owner's private homeowners insurance.

5. Hot Tubs
    a. Hot tubs must be completely enclosed behind a privacy fence (see paragraph 7, below).

    b. The privacy fence must have a gate which can be locked from inside the enclosed area. The outside latch must be at least four (4) feet from the ground or entrance level, whichever is higher.

    c. Drawings must include all aspects of the installation including, but not limited to, the dimensions of the tub and enclosure, support structures, including footers, ground preparation, cleaning methods, water disposal and drainage. Relationship of the entire structure to the air conditioner and utility fixtures must be clearly shown.

    d. The requirements for decks (paragraph 1) and privacy fencing (paragraph 7) must be complied with. The name of the contractor(s) who will do the installation(s) must be provided.

    e. Disposed water must be carried away from vegetation and building foundations.

    f. Access to utility meters must be maintained at all times.

    g. All equipment must be contained within the enclosed area. Hoses or other drainage equipment must be stored in the enclosed area when not in use.

    h. The hot tub and any associated deck must be insured under the unit owner's private homeowners insurance.

    i. The unit owner is responsible for maintenance and upkeep of the installation, including the fencing.

    j. Chagrin Falls building permits are required.

6. Barbecue Grills
    a. Permanently installed gas barbecue grills are not permitted. This includes any grill that is permanently affixed to a deck or patio and/or requires a connection to the gas meter (Exception: Those grills that already exist may remain).

    b. Barbecue pits or other enclosed types of permanent grills are prohibited.

7. Privacy Fences
    a. Privacy fences enclosing the Limited Common Area at the rear of the unit must be of the same height, construction and style as existing privacy fencing.

    b. Drawings submitted to the Board of Managers must include, at a minimum, a sketch showing location, height and style. The name of the contractor who will do the installation must be provided.

c. Fences must be painted white, both inside and outside. If pressure-treated wood is used, painting must be completed within nine (9) months of installation.

d. Access to utility fixtures must be maintained.

e. The unit owner is responsible for maintenance and upkeep of such privacy fences, including painting (or the cost of painting if conducted by the Association), and should be insured by the unit owner. In addition, the unit owner is thereafter responsible for maintenance and upkeep of the enclosed area. Provision can be made with the landscaper for cutting the grass inside the enclosed area at the unit owner's expense.

f. Chagrin Falls building permits are required.

8. Invisible Fences

Invisible fences are prohibited.

9. Detached Buildings

Sheds or other type of detached buildings are prohibited.

10. Storm/Screen Doors

a. Storm or screen doors, if installed, must be a Board-approved door which will not detract from the overall architectural style.

b. A sketch of the door must be provided to the Board of Managers before installation.

c. The door must have no decoration, frame or fastener in any color other than white; glass must be clear.

d. Maintenance and upkeep of storm and/or screen doors is the unit owner's responsibility.

11. Door Replacement

a. Front Door Replacement

(1) The door must be identical to the existing door or another style of door existing in any of the thirty-one (31) Condominium units.

(2) Color must white.

(3) Only non-decorative glass may be used.

(4) The name of both the contractor and manufacturer must be provided.

b. Rear Sliding Doors

(1) Must be identical in overall appearance to existing doors (i.e., white frame, full glass).

(2) French doors, as opposed to sliding doors, are acceptable.

(3) The name of both the contractor and manufacturer must be provided.

c. Garage Doors

(1) Metal doors are acceptable and considered to be a good replacement for the original, heavy wood doors.

(2) A wooden door must be identical to existing wooden door.

(3) A metal door must have a raised, long-panel profile, a baked-on, pre-painted factory finish, and a wood grain appearance (contact the Management Company to obtain the name of manufacturers who provide the approved door type).

(4) Windows in the garage door are prohibited.

(5) The door must be white.

(6) Prior, written approval of the Board is required.

(7) The name of both the contractor and the manufacturer must be provided.

12. Window Replacement

a. Window replacements must be identical in appearance to the existing windows and have prior written approval of the Board.

b. Drawings must show size and type; frames and accents must be white in color and shutters must be black.

c. The name of both the manufacturer and the installer must be provided.

d. If the window is an addition, it must not interfere with the integrity of the building and the drawings must indicate such. Resident should consider standard sizes to match existing windows wherever possible.

13. Window Air Conditioners

Window air conditioners are prohibited.

14. Decorative Additions

a. A door wreath is permitted.

b. An American flag is permitted to be appropriately displayed by residents. All other flags are prohibited.

c. A flag holder for displaying the American flag may be permanently affixed to the exterior of a unit. The holder and attachments must be of such a material that will not rust or cause rust-weeping marks on the wood or aluminum siding of the unit.

d. Door knockers are permitted. Such items require approval of the Board and must be maintained by the resident.

e. Seasonal decorations are permitted; however, they may not be affixed to the siding.

f. All other decorative items or signs attached to the exterior of a unit are prohibited.

g. Lawn ornaments of any nature are prohibited.

15. Additional Landscaping

a. Residents may add additional shrubbery or decorative plantings in the shrub bed areas in the front of the unit and in the Limited Common Area at the rear of the unit.

b. Plants and flowers must be consistent in size and nature to existing plants, and should present a pleasing appearance. (Example of an unacceptable flower: tall sunflowers)

c. The variety of plant or flower selected by the resident must be of a species that will not encroach upon nor cause damage to the unit, Common Areas, utilities or utility service lines. (Example of an unacceptable planting: vines)

d. Plantings installed by a resident must not, in any way, obstruct or impede landscaping services.

e. Additional trees, installed by residents, are allowed; however, approval by the Board of Managers with respect to type of tree, size and location must be obtained prior to the commitment to plant.

f. With the exception of trees, the planting of decorative flowers and shrubs does not require approval by the Board of Managers where conformance to the above guidelines is maintained.

g. All additional landscaping installed by a resident is the responsibility of that resident and must be maintained in a manner that does not detract from the Village Commons appearance. The Board of Managers reserves the right to remove dead or untended landscaping which it believes detracts from the appearance of Village Commons.

h. Additional landscaping performed by a resident will be considered as a donation to the Association.

16. Playground Equipment

Playground equipment which cannot be returned to the interior of the unit at nightfall is prohibited.

17. Satellite Dishes

a. Satellite dishes are permitted.

b. Satellite dishes may be no larger than eighteen (18) inches in diameter.

c. Satellite dishes must be installed, with prior Board approval, within the limited common area adjacent to the rear of the unit.

d. The satellite dish may not be affixed to the siding, and any and all efforts must be used to install the dish in a manner so as to make it as inconspicuous as possible.

e. Wiring for the dish must be kept at minimum visibility to all other condominium units.

f. The unit owner is responsible for any damage caused to the property which may occur as a result of installation, maintenance, use, or removal of the satellite dish.

g. In the event of sale of the unit, the satellite dish must be removed and the area restored to its original condition.

18. Television Antennas

Television antennas, permanently affixed to the buildings or fences are prohibited.

19. Gas Fireplaces

a. A gas line may be installed for the purpose of installing a gas-burning fireplace.

b. The gas line must be installed in a manner such that it is as inconspicuous as possible.

c. The gas line may, in no way, interfere with or act as an obstruction to landscaping activities.

d. The unit owner is required to ensure that the gas line conforms to all safety code requirements.

XI. MAINTENANCE FEES

A. Maintenance fees, fines and assessments are due on the first (1st) day of the month and are considered to be late if not received by the tenth (15th) day of the month.

B. An administrative late charge of ten dollars ($10.00) per month shall be incurred for any late payment and on any unpaid balance. The administrative late charge will be reviewed by the Board on an annual basis, and is subject to change.

C. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.

D. Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.

XII. COMPLAINT PROCEDURE

A. Complaints concerning violations of the Rules and Regulations must be made to the Management Company in writing and must be signed by the individual filing the complaint.

B. The Management Company, in most instances, will contact the alleged violator following the receipt of each complaint, and a reasonable effort will be made to correct the violation.

C. If reasonable efforts to effect compliance are unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provisions contained in Section XIII, Enforcement Procedures and Penalties.

XIII. ENFORCEMENT PROCEDURES AND PENALTIES

A. If any unit owner, or his tenant, violates a rule in a manner which, by the determination of the Board, seriously affects the rights of others or their property, immediate legal action will be initiated.

B. If any unit owner fails to perform any act that he is required 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 unit owner the entire cost and expense, including reasonable attorney(s) 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 when the payment of the assessment next following notification of such charge becomes due and payable. 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.

C. In accordance with the procedure outlined in E.2 below, an assessment of up to but not exceeding fifty dollars ($50.00) per occurrence may be levied by the Board of Managers on any owner found to be in violation of the Rules and Regulations. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the assessment.

D. All costs for repairs resulting from a violation of the Rules and Regulations will be added to the assessment.

E. Prior to the imposition of an assessment for a Rule violation, the following procedure will be followed:

1. Written demand to stop the alleged violation will be served upon the alleged violator and/or the owner, specifying the following:

    - the alleged violation;
    - the action required to stop the violation;
    - a specified time period, not to exceed ten (10) days, during which the violation may be abated without the imposition of an assessment if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of an assessment.

2. If the same rule is violated beyond the time period set out above, or over a period which may not exceed twelve (12) months, the Board shall serve the alleged violator and/or the unit owner with written notice of a hearing to be held by the Board. The notice shall contain:

    - the nature of the alleged violation;
    - the time and place of the hearing, which time shall be not less than ten (10) days from the date of the giving of the notice;

- a request for the alleged violator and/or the unit owner to attend the hearing and produce any statement, evidence and witnesses on his or her behalf;
- the intent to impose an assessment of up to but not exceeding fifty dollars ($50.00) per violation.

F. At the hearing, the Board and the alleged violator(s) will have the right to present any evidence. The hearing shall be held in executive session, and proof of notice and the request to be heard shall be placed in the minutes of the meeting. An assessment will be imposed by a majority vote of the Board members present at said hearing.

XIV. SALE OR RENTAL OF CONDOMINIUM UNIT

A. All unit owners are required to notify the Management Company in writing of any changes in occupancy within thirty (30) days of such change.

B. "FOR SALE" or "FOR RENT" signs are prohibited.

C. Sale of the condominium unit:

1. After the unit is sold, the seller or the seller's Realtor must call the Management Company to make arrangements for the maintenance fee report and certificate of insurance for the buyer.

2. The Management Company will coordinate the required paperwork with banks, realtors, appraisers and escrow agents. A transfer fee will be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

3. The seller is responsible for providing the following information to the buyer:

- copy of the Declaration and By-Laws;
- copy of the Rules and Regulations;
- written notice of any and all architectural improvements or changes made by the seller, or previous sellers, which are the responsibility of the unit owner to repair and maintain.

D. Rental of the condominium unit:

1. No unit shall be rented or leased for transient or hotel purposes, or for periods of less than six (6) months.

2. Units shall not be occupied by more than one (1) single family.

3. The condominium unit owner must provide the Management Company with the following information:

- copy of lease;
- full name of tenant;
- names of all occupants of the unit;
- description of pets, if any.

4. The owner is responsible for making a tenant aware of the Rules and Regulations of Village Commons.

5. The owner is responsible for violations of the Rules and Regulations by his tenant(s). The owner shall be responsible for penalty assessments and any recourse against a tenant who is in violation of the Rules and Regulations.

6. The lease document must contain a clause making it subject to the covenants and restrictions in the Village Commons Declaration and Bylaws, and further, subject to the Rules and Regulations of Village Commons.

XV. ANTI-HARASSMENT POLICY

A. The Association will not tolerate harassment of any Owner, Occupant, employee, Community Association Manager, contractor, or other party for any reason, to the extent protected by Federal, State, or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence. Threatening physical harm is also prohibited.

B. If an Owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Community Association Manager. If an Owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment or being harassed, then contact the Board of Directors. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

C. The procedure for reporting incidents of harassing behavior is not intended to impair, replace, or limit the right of any person to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.

ADDITIONAL TELEPHONE NUMBERS

Management Company

Continental Management Company

Monday to Friday 9:00 am – 5:00 pm	(216) 664-1919
For owners outside the local calling area	(800) 525-3404

Telephone calls after normal business hours are connected to a voice mail system with instructions for leaving a message or requesting emergency service.

Emergency Information

• General Emergency (Police or Fire)	911
• Fire Department (non-emergency)	247-5052
• Chagrin Falls Police (non-emergency)	247-7321
• Poison Control Center	247-4455
• Emergency Ambulance Service	911

General Information

• Chagrin Falls Post Office	247-6452
• Chagrin Falls Library	247-3556
• Chagrin Falls Chamber of Commerce	247-6607
• Village of Chagrin Falls	247-5050