GLENVILLE COMMONS CONDOMINIUM OWNERS' ASSOCIATION

HANDBOOK OF RULES AND INFORMATION

NOTE:

This booklet is Association property and is to remain in your unit. Should you sell your unit, you must provide the purchaser with this document.

DATE ENACTED: September 26, 2000 DATE EFFECTIVE: October 16, 2000

GLENVILLE COMMONS CONDOMINIUM OWNERS' ASSOCIATION

WELCOME!

Welcome to Glenville Commons Condominium Owners' Association. We, the Association, hope you enjoy your condominium unit. Our objective is to maintain Glenville Commons as a very nice place to live. In order to accomplish this, we have established a set of rules and regulations that pertain strictly to living in the condominium atmosphere here at Glenville Commons.

These are common sense rules and regulations that were compiled in consideration of the health, safety and comfort of all unit owners and tenants who reside at Glenville Commons. The Declaration and Bylaws authorize the Board to adopt and enforce these rules, particularly Bylaws Article IV, Section 2. We hope you find them reasonable and provide your complete cooperation by upholding them.

We ask that you keep this booklet handy and that you refer to it when necessary. Should something arise, which may not be covered in the Handbook, please do not hesitate to contact the management company or the Board of Managers.

From time to time, this booklet may be updated with the distribution of singular pages noting an amendment or revision to the current rule. Unit owners will be provided with these revisions and are requested to insert any changes into their rule books as they occur.

Preserving the standards of quality and appearance of our condominium property is a goal to be shared by all.

Additional information and requirements are also contained in the Glenville Commons Declaration and Bylaws as recorded in the Cuyahoga County Records.

Unit owners should have received a copy of the Declaration and Bylaws from the seller at the time of unit purchase. If you do not have these documents, a copy can be obtained from the management company for a copy charge fee.

Thank you,

The Board of Managers
Glenville Commons Condominium Owner's Association
Atwood Drive
Cleveland, Ohio 44108

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HANDBOOK OF RULES AND INFORMATION

SECTION 1 - GENERAL INFORMATION

- 1. Glenville Commons Condominium is comprised of thirty-eight condominium units. Address locations are listed on Atwood Drive.
- 2. The Condominium Property is located in the City of Cleveland, County of Cuyahoga.
- 3. Atwood Drive is a private street. The street, parking areas, drive through areas, and driveways are maintained exclusively by the Condominium Association
- 4. As a private Condominium Association, we are governed by our own Declaration and Bylaws. We elect our own Board of Managers from our unit owner membership and the Board manages the association affairs on behalf of our thirty-eight unit owners. There are currently five (5) Board members, each elected to a two-year term.
- 5. Our Annual Meeting is held in January. Regularly scheduled Board meetings are held throughout the year, usually each month, except the month of December. Unit owners wishing to attend a Board meeting should call the management company to obtain the date, time and meeting location.
 - Each month, this information is listed on the maintenance fee billing statements for each owner. However, schedule conflicts can occur and a Board meeting may have to be rescheduled for another date than what was published on a maintenance fee billing statement.
- 6. A master policy for insurance coverage is purchased by the Association, in accordance with the Declaration. Each unit owner must obtain insurance at his/her own expense affording complete coverage for any improvements to the unit as well as for his/her personal property and personal liability.
- 7. The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day operations of Glenville Commons.
- 8. Every unit owner is a member of the Association and is required by the governing documents to pay a monthly maintenance fee.
- 9. The Association and the management company do not have the responsibility for law enforcement at Glenville Commons. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Cleveland Police Department.

SECTION 2 - ENVIRONMENT OF COMMON AREAS (continued)

COMMON AREAS: The common areas consist of everything but the individually owned condominium unit. Common areas are owned by all the unit owners collectively. Examples include roofs and lawns. The repair and maintenance of all the common areas is done at the Association's expense except as otherwise explained in the Rules and Regulations and the Declarations and Bylaws.

- 1. The common areas are for the use and enjoyment of all Glenville Commons Condominium unit owners and/or residents. Therefore, everyone is required to be considerate in their use of the area.
- 2. Littering is prohibited.
- 3. Any and all damages to the common areas caused by a unit owner, tenant, family members, pet(s) or guest of a unit owner must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
- 4. Any and all items left unattended in the common areas may be removed and stored by the Board at the owner's expense.
- 5. Any noise that distracts or disturbs others is prohibited. Residents must refrain from any activity which creates a nuisance.
- 6. Each unit owner must report to the management company, in writing, the need for any repairs of common areas of the condominium property which are the obligation of the Association to maintain.
- 7. Unit owners and tenants must not give work instructions to any Association service contractor (i.e., landscape or snow plow). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the management company in writing.
- 8. Signs or other advertising of any nature is prohibited upon any portion of the condominium property except:
 - a. One "FOR SALE OPEN HOUSE" sign may be displayed in front of a unit from Noon until 6:00 p.m. on Sundays.

SECTION 2 - ENVIRONMENT OF COMMON AREAS

(continued)

- a. One security protection sign not exceeding the height of two feet or the size requirement of 1 ft x 1 ft may be displayed in the front shrub bed.
- 9. Oil or fluid leaks or spills on roadways, parking areas or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made off the property.
- 10. Unit owners and residents must not pour or allow to spill any oil, solvent or any other volatile or flammable material into the storm sewers or upon the common areas. Ohio EPA and the City of Cleveland prohibit such disposal
- 11. Vehicle repairs are prohibited on condominium roadways, parking areas, driveways and inside garages.
- 12. Lawn ornaments and/or lawn furniture must not be placed in common lawn or grassy areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
- 13. Neither the Association, the management company nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a resident's personal property in common areas.
- 14. All recreational activities, including playing in the street and drive-through areas is prohibited.
- 15. Recreational equipment, including sports equipment and toys which cannot be returned to the interior of the unit each nightfall, are prohibited.
- 16. Skateboards and skateboard ramps are prohibited from the condominium property.
- 17. The riding of bicycles, snowmobiles and other vehicles is prohibited on all grassy areas.
- 18. Community garage sales are prohibited.
- 19. Clotheslines of any type are prohibited.

SECTION 2 - ENVIRONMENT OF COMMON AREAS

(continued)

CONDOMINIUM ASSOCIATION REPAIR/REPLACEMENT RESPONSIBILITIES:

The Association is responsible for the reasonable maintenance of the following:

- A. Building exterior, foundation and roof
- B. Asphalt roadways, parking spaces
- C. Concrete parking pad replacement (excepting thereof any damages by residents)
- D. Utilities that serve the common areas
- E. Common area insurance
- F. Repair of gutters and downspouts
- G. Grass cutting, fertilizing and reseeding of lawn areas
- H. Care and maintenance of common area trees
- I. Center island (entrance) shrubbery
- J. Entrance area signs and unit house numbers
- K. Perimeter fencing

These are only some of the items that are listed in the governing documents of the Association. Each owner should read both the Bylaws and the Declaration of Condominium Ownership to be fully aware of all aspects of responsibility of the Association as well as the responsibilities of the owners.

SECTION 3 - LIMITED COMMON AREAS

Certain parts of the common area property are built and designed specifically for each individually owned condominium unit. Examples include central air conditioning equipment serving only one unit, water faucets and electrical outlets.

These are part of the common areas because they are owned by all unit owners together and the Association has control over how they are to be maintained. Their complete designation is, however, "limited common area" because they are limited to the exclusive use of one condominium unit. Maintenance and repair become the expense of the individual condominium unit owner.

- 1. Limited common areas are limited to the use of a particular unit.
- 2. Unit owners and/or tenants are responsible for the maintenance of their limited common areas.
- 3. Individual garage, yard or patio sales are prohibited.
- 4. Clothes lines of any type are prohibited.

SECTION 3 - LIMITED COMMON AREAS (continued)

- 5. No sign or flag, except one American Flag per unit, can be displayed in windows, on doors, patios or on the exterior buildings so long as the flag is attached to wood trim only. The American Flag may be displayed at any time.
- 6. Attaching anything to the vinyl siding of any building is prohibited.
- 7. Rubbish, debris and any other unsightly materials are prohibited. Rubbish containers must be kept inside the garage at all times except on trash collection day.
- 8. Seasonal flowers may be planted in the shrub bed areas adjacent to the condominium unit providing the height and size of the flowers are consistent with the surrounding shrub bed plantings and does not exceed the height of the first floor window sill. (An example of an unacceptable flower: Sunflower).
- 9. Lawn ornaments may not be placed in the shrub beds adjacent to the front or side of the condominium unit nor in any common area grass/lawn space.
- 10. Yard statuary, such as a bird bath, are prohibited from the condominium property.
- 11. Holiday and/or seasonal statuary or decorations must be removed from the exterior of a unit no later than fourteen days after the holiday date has passed, weather permitting.
- 12. Installation of shrub bed landscaping materials, such as bricks, rocks, rail road ties, edging material, etc., is prohibited without prior, written Board approval.
- 13. Shrub beds are the sole responsibility of each unit owner.
- 14. Front entrance doors and storm doors are the sole responsibility of the unit owner to repair or replace.
- 15. Windows are the sole responsibility of the unit owner to repair and/or replace.
- 16. Garage doors, tracks, openers, springs, locks, etc. are the direct responsibility of each owner to repair, replace and maintain.
- 17. Exterior unit light fixtures are the responsibility of each owner to repair and/or replace. This includes light bulbs.
- 18. Damages to any portion of the concrete parking pad of each unit, incurred by fluid spills, are the direct responsibility of each unit owner.

SECTION 4 - RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use of said unit is "home sweet home." It is the responsibility of the owner/resident to maintain.

- 1. Units shall be occupied and used for single family purpose only as a private dwelling for owners, their families, tenants and guests, and for no other purpose.
- 2. No business for profit shall be conducted inside a condominium unit.
- 3. Residents shall not modify the exterior of the units, the garages, the buildings or the grounds without obtaining prior, written consent from the Board.
- 4. Installation of wiring for electrical, telephone, television systems, air conditioning, computers or machines or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited.
- 5. Decorative items such a Christmas lights, may not be affixed to the exterior of any unit or building. However, a wreath on a door, a flag holder, a door knocker or a brass door plate is acceptable.
- 6. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
- 7. The use of blankets, sheets, etc., is not permitted even as a temporary window covering.
- 8. Broken windows, torn screens, damaged front doors, storm doors or garage doors must be repaired immediately by the unit owner at his/her expense.
- 9. No changes may be made in the color of unit doors or garage doors.
- 10. Window air conditioning units and window fans are prohibited.
- 11. Nameplates of any type are prohibited.
- 12. Grills are not permitted to be used within fifteen feet of any building. Propane is prohibited to be stored in any garage or inside a condominium unit.

SECTION 4 - RESIDENTIAL UNIT REQUIREMENTS (continued)

- 13. Statuary, bird baths, bird feeders and other items are not permitted to be displayed in front of any condominium unit or in any lawn area.
- 14. No exterior antennas, reflectors, basketball hoops (or other recreational equipment), or flagpoles shall be erected by any owner or resident. A flag holder bracket may be placed on the unit front exterior and attached to wood trim only.
- 15. An exterior lamp post may be installed, for security purposes, providing the unit owner places the request in writing with a full description of the product and the request must be submitted for approval PRIOR to any installation.
- 16. Exterior lighting must not be directed in such a manner as to create an annoyance to other residents.
- 17. Other structures such as storage sheds, swimming pools, animal shelters, carports, window awnings or gazebos are prohibited.
- 18. Watering hoses may not be left outside a condominium unit. Watering hose holders shall not be permitted to be attached to the exterior of any building.

UNIT OWNER RESPONSIBILITIES:

We have printed some of these items to assist owners and residents in personal unit maintenance scheduling.

- A. Interior of the unit.
- B. All doors, door frames, door screens, windows, window frames and window screens.
- C. Garage space including garage doors and their mechanisms, tracks, springs, cables, locks, automatic door openers, if any.
- D. All heating, cooling and ventilation equipment and pad for air conditioning compressor unit.
- E. Exterior water faucet(s) and electrical outlet(s) serving the individual condominium unit.

UNIT OWNER RESPONSIBILITIES:

(continued)

- F. All hoses and pipes serving dish washer, clothes washer, hot water tank, etc.
- G. Utilities separately metered for the unit and utility service line connections exclusive to the unit.
- H. Insurance for the private owners and/or resident, including liability.
- I. To maintain any and all plantings installed by a resident.
- J. To water the lawn and shrubbery adjacent to the unit often enough during spring and summer seasons to prevent browning, disease and dying of the grass.
- K. To replace burned out bulbs in exterior light fixtures attached to the condominium unit with a white 60-watt bulb

SECTION 5 - GARAGES

- 1. Garage doors must be closed when not in use.
- 2. Automobile repairs are prohibited in garages. Body work, noisy repairs or repairs which may result in fluids spilling or running onto the driveway are prohibited.
- 3. No flammable or hazardous items/materials shall be stored in a garage.
- 4. The garage must be used as the primary parking space.
- 5. Owners are responsible for the maintenance, repair and replacement of their garage doors and their mechanisms, tracks, springs, cables and locks (key or otherwise).
- 6. Owners are responsible for any damages to garage door trim work as a result of car/truck side mirrors, bumpers, etc.
- 7. Garage door replacements must be identical in appearance to the existing garage door. Written Board approval is required prior to any door replacement.
- 8. The installation of automatic garage door openers is permitted. Installation and maintenance expense shall be unit owner responsibility.

SECTION 6 - MOTOR VEHICLES

- 1. The following vehicles are prohibited to be parked in the common areas, limited common areas, roadways or driveways:
 - A. Buses
 - B. Boats
 - C. Trailers
 - D. Mobile and/or motorized homes
 - E. Moving Vans/Trailers
 - F. Trucks (except 2-axle trucks having no more than four (4) tires

Note: For the purpose of loading or unloading and/or in preparation for a trip, a recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed twenty-four (24) hours so long as the Board has given prior, written approval. The unit owner must inform any neighboring units which may be affected by the presence of the vehicle.

- 2. Motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property.
- 3. Trail bikes, snowmobiles and four-wheel bikes are prohibited from the condominium property.
- 4. Vehicles that are licensed, painted, signed or used for commercial purposes must be kept within the confines of a garage at all times while on the condominium property.
- 5. All vehicles on the property must bear current license tags.
- 6. Vehicles with flat tires, missing tires or otherwise inoperable are prohibited from the condominium property.
- 7. Vehicles with exhaust systems that disturb other residents are prohibited.
- 8. Moving vans are permitted to be parked in a designated area, by the Board of Managers, provided that the flow of traffic is not obstructed. Permission must be secured prior to a moving van entering the condominium property. Neighbors of adjacent units must be notified also. Maximum time for the parking of a moving van is thirty-six (36) hours to load and unload.
- 9. All vehicle repairs are prohibited in parking areas and on unit driveway space.
- 10. Storing vehicles that are disabled or without current license plates in the common areas is prohibited. Unauthorized vehicles shall be towed at the owner's expense. Refer to the posted towing sign located on the condominium property.

SECTION 6 - MOTOR VEHICLES

11. Vehicles in violation of these rules may, in addition to all other remedies, be towed. The property is posted with a sign provided by a local towing company. All costs for towing shall be borne by the owner of the vehicle. All liabilities, rule violation assessments (if any incurred) and/or damages to said vehicle shall be borne by the owner of the vehicle. The board of managers, the management company and the Association shall not assume any liability for any vehicle towed from the condominium property.

SECTION 7 - TRAFFIC RULES AND PARKING

- 1. The speed limit is 5 m.p.h. on all roadways within the condominium property.
- 2. Residents must use their garage as the primary parking space.
- 3. If the resident has more than one vehicle, the second vehicle must be parked on the unit's driveway space in front of the garage door.
- 4. If there is a third vehicle, the Board and the management company must be notified, in writing, of a description of the vehicle, including make, model, color and license plate number. The vehicle must be driven regularly and not "stored" for more than one (1) day in any one parking space on the condominium property. Vehicles which appear to be "stored" shall be towed as noted in SECTION 6, 10.
- 5. Parking on the grass or anywhere on the lawn area is prohibited.
- 6. Parking along any curbed area in front of or beside of any unit/building is prohibited.
- 7. Parking in areas designated as a Fire Lane is prohibited.
- 8. Overnight parking on any City streets is at the exclusive risk of the vehicle owner.
- 9. Overnight parking at any property adjacent to Glenville Commons is at the exclusive risk of the vehicle owner.
- 10. When entertaining several guests for a specific function, the resident must:
 - A. Advise the Board of Mangers, the management company and any other residents who may be affected by the presence of additional vehicles.

ADDENDUM TO HANDBOOK OF RULES AND INFORMATION

ENACTED: September 26, 2000 / EFFECTIVE: October 16, 2000

SECTION 7 – TRAFFIC RULES AND PARKING ADDENDUM EFFECTIVE: May 16, 2001

- 14. Vehicles in violation of these rules may, in addition to all remedies, be towed.
- 15. The following processes shall be adhered to when vehicles are in violation of the Parking and Traffic rules:
 - A. The first parking violation warning shall be in the form of a written citation placed on the windshield of the vehicle in violation. The form is a standard "parking violation notification" and provides a "hard" copy for the vehicle and a paper copy for the Corporate files of the Association. This written citation shall be the first "warning" no fees assessed.
 - B. The second parking violation warning shall be in the form of a written letter from the management company with a demand date to cease vehicle violation that shall include a time frame to be met. Should the second violation be ignored, a Rule Violation assessment shall be levied against the unit owner in the amount of \$25.00 per incident of occurrence continues beyond the demand date to cease. The \$25.00 rule violation assessment shall be levied against the maintenance fee statement account of the unit owner. The levy is a legal and viable form of assessment and is collectable under Ohio Statute.
 - C. The third parking violation shall be in the form of <u>immediate towing</u> of the vehicle in violation. Towing shall occur <u>without</u> notifying the owner of the vehicle in violation. If the owner of the vehicle relocates the vehicle prior to the arrival of the tow truck, the owner shall be assessed the cost of the tow or other service fee(s).

All the above processes regarding parking violations shall be handled by the Board of managers and the management company collectively.

Owners of condominium units at Glenville Commons are directly responsible for their own vehicles as well as those vehicles belonging to family members, guests and/or tenants and shall assume all aspects of parking violation notifications, levy of assessment and/or towing fees/costs. All fees/costs shall be billed as part of the monthly maintenance fee billing for each unit in violation and is collectable under Ohio Statute.

Note: Distributed to all unit owners as an enclosure with the maintenance fee billing statements mailed May 17, 2001 for payment due date of June 1, 2001.

Each unit owner is responsible for placing this addendum into their own copy of the Handbook of Rules and Information.

This addendum was placed in effect by majority Board vote on April 17, 2001 and reaffirmed on May 15, 2001.

SECTION 7 - PARKING

(continued)

- B. Advise guests to park in designated parking spaces only.
- C. Advise guests of towing rules for any vehicle violating parking regulations
- D. Provide other parking arrangements off site of the condominium property should the need arise.
- 11. Parking adjacent to any grassy or lawn area that is unmarked by a curb is prohibited.
- 12. Guest parking spaces are limited and must be available for visitors.
- 13. A guest parking space can be used to temporarily accommodate a residents' needs. However, residents are not permitted to use guest parking spaces on an overnight basis without the PRIOR consent of the Board.
- 14. Vehicles in violation of these rules may, in addition to all remedies, be towed.

Although the minimum City speed limit is twenty-five (25) m.p.h., this speed is not acceptable on the private driveways and roads of Glenville Commons.

Due to too many "blind spots", and with driveways, sidewalks and unit entrances in close proximity to the main roadways, the speed limit is five (5) m.p.h. everywhere on the condominium property.

All vehicles must observe the 5 m.p.h. speed limit while on the condominium property for the purpose of safety for any resident, family member or guest that may be on foot.

Any resident, family member or guest of a resident that does not adhere to the above speed limit shall be assessed for a rule violation in accordance with the enforcement procedure as outlined in SECTION 24 of this Handbook of Rules and Regulations.

SECTION 8 - PETS

1. No animals, such as rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or on the common or limited common areas, except for dogs, cats or other household pets, which may be kept subject to Rules and Regulations adopted by the Association.

- 2. All pets are to be hand leashed when outside of a condominium unit.
- 3. NO PET shall be tied to a fence, lawn stake, leash stake, vehicle, porch post, any exterior equipment belonging to a unit or in any other manner outside a condominium unit.
- 4. NO PET shall be fenced or housed (dog house) outside of a condominium unit.
- 5. Pets must not be permitted to run loose on the condominium property.
- 6. There are no designated "dog" walk areas on the condominium property.
- 7. Pet owners shall 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.
- 8. If you choose to exercise your pet, you must observe the pet control rule. You must be prepared to clean up waste from your pet. Carry a "scooper" and a container to dispose of the waste appropriately. It is unfair to all residents to use any of the common areas for pet waste. Pet owners are responsible for the immediate and complete clean up after their pet. Any pet which defecates, urinates or relieves waste material in any part of the condominium common area will be considered committing a pet nuisance. Removal and proper disposal of such waste in a sanitary manner will cause said nuisance to be abated.
- 9. Any pet causing a disturbance by barking, yelping, howling, biting or in any manner injures, endangers or disturbs the quiet, comfort and/or safety of any person, resident at the condominium and/or contractor servicing the property shall be considered to be committing a pet nuisance.
- 10. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days notice from the Board.

SECTION 9 - RUBBISH REMOVAL

1. Rubbish removal is provided by Waste Management of Ohio at a monthly service cost to the Association.

- 2. Questions concerning the service or additional billing charges for the removal of furniture or appliances must be directed to Waste Management of Ohio. Their telephone number is 800-232-5749.
- 3. Any appliance that contains the refrigerant Freon, must be serviced by a licensed technician PRIOR to disposal. The service technician will drain/remove all residual content of Freon and then tag the appliance for pick-up. All costs to perform this service shall be borne by the unit owner/resident requiring the service to dispose of the appliance.
- 4. All household rubbish, trash or other items to be disposed must be placed in an appropriate container or sealed bag.
- 5. Heavy duty plastic rubbish bags are required for garbage disposal. Smaller plastic bags, such as those from a grocery or retail store, are not appropriate to house household rubbish and are not permitted to be used.
- 6. All rubbish, garbage and trash must be secured tightly to prevent it from being blown or scattered about the condominium property.
- 7. Rubbish or trash cans shall not be permitted to remain outside of a garage once the rubbish collection is completed by the service contractor beyond midnight.
- 8. Rubbish/trash cans and sealed plastic garbage bags must be kept inside garages until the evening (not prior to 5:00 p.m.) before pick-up. They are not to remain conspicuous any other time on the condominium property.
- 9. Rubbish containers and sealed heavy duty bags must be placed at the concrete curb outside unit buildings. At no time are rubbish containers permitted on the asphalt drive way areas of the condominium property.
- 10. A resident may call Waste Management directly or employ a service company or contractor of their choice to haul away large items for disposal at their own expense.
- 11. Large items of rubbish must not be placed on the curb for pick up until the morning of the scheduled pick-up date.

SECTION 10 - INSURANCE

- 1. As a condominium property, a master policy for insurance is purchased by the Association in accordance with the Declaration. Each unit owner/resident is required to obtain insurance at their own expense, affording coverage upon their unit, personal property and for their personal liability. We recommend having your personal insurance agent review the Declarations and Bylaws. Examples of personal coverage are, but not limited to:
 - A. A broken water hose from your dish washing unit that floods not only your unit but causes water damage to an adjacent unit.
 - B. A hot water tank or air conditioning unit that breaks or otherwise causes water damage to an adjacent unit.
- 2. If your insurance agent has questions about the Association's master policy, he/she may contact the Association's agent. You may also want to obtain a quote for your personal insurance needs from the Association's agent. The name and telephone number is listed in SECTION 25 of these Rules and Regulations.
- 3. Loss claims against the master policy must be submitted to the Board of Managers. Individual unit owners and residents are NOT authorized to file claims directly with the Association's agent.

SECTION 11 - BIRD FEEDERS/HOUSES

- 1. A hummingbird liquid feeder or seed dispensing bird feeder is permitted so long as it is placed at the rear of a condominium unit and is not an obstruction for the landscape contractor.
- 2. Any and all maintenance of the bird feeder is at the expense of the unit owner/resident.
- 3. Seed hulls and shells must not be permitted to accumulate at the base of any feeder. Owners/residents must perform weekly and/or continual clean up at the location of the bird feeder.
- 4. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, crows, pigeons, etc. is prohibited. Food stuff placed on the ground around a condominium unit attracts rodents and creates an unsightly appearance.

SECTION 11 - BIRD FEEDERS/HOUSES (continued)

6. Installing bird houses is prohibited anywhere on the condominium property, attached to buildings, placed in trees or atop posts situated in the ground.

SECTION 12 - SALE OF CONDOMINIUM UNITS

- 1. All unit owners must notify the management company in writing of any changes in occupancy within thirty (30) days of such change.
- 2. One "OPEN HOUSE FOR SALE" sign is permitted from Noon until 6:00 p.m. on Sundays only.
- 3. Details of the sale of your unit:
 - A. Within fifteen (15) days of executing a purchase or sales agreement, the owner or realtor must call the management company to make arrangements for the maintenance fee update letter, and the Association's certificate of insurance for the buyer.
 - B. The information needed will be the name of the title company transferring the title, the complete address of the title company as well as the name of a contact person, their telephone number and the anticipated date of transfer.

 Additionally, you must provide the full name of the person or persons purchasing your unit and the final purchase price.
 - C. The management company will coordinate this paper work with banks, realtors, appraisers and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
 - D. The seller is exclusively responsible for providing the following information to the buyer:
 - 1. Complete copy of the Declarations and Bylaws
 - 2. Copy of the Rules and Information Handbook
 - 3. Written notice of any and all architectural changes and improvements constructed by seller or previous sellers which are the responsibility of the unit owner to repair and maintain.
 - 4. The seller must provide the buyer, in writing, of any assessment(s) pending which are due the Association including, but not limited to the amount of current or past due maintenance fees, late fees (if any) and legal fees (if any).

SECTION 13 - RENTAL OF YOUR CONDOMINIUM UNIT

- 1. "FOR RENT" signs are prohibited.
- 2. Units shall NOT be occupied by more than one (1) single family nor shall they be leased for hotel or transient purposes, which shall be defined as including any lease for less than six (6) consecutive months.
- 3. The condominium unit owner must provide the management company with the following information PRIOR to a tenant moving in:
 - A. Copy of the lease
 - B. Full name(s) and telephone numbers of the tenant(s) and other family members occupying unit.

NOTE: A "unit owner information sheet" will be mailed to the owner in order to provide current information on tenants, including telephone numbers. Providing the name(s) of tenants(s) will enable the management company to acknowledge service requests, answer questions, etc., and contact with someone at the unit in case of an emergency, i.e., fire, storm damage, etc.

- 4. The owner is responsible for making the tenant aware of the Rules and Regulations of Glenville Commons and ensuring the copy of the Rules and Regulations is maintained at the leased unit.
- 5. The owner is directly responsible for tenant violations of the Declarations, Bylaws and/or Rules and Regulations. The owner is solely responsible for any Rule Violation Assessments and all other damages incurred by a tenant, family member or guest of the owner and/or tenant. Any recourse an owner wishes to take against their own tenant(s) or any reimbursement for assessment costs is at the sole discretion of the owner of the unit.
- 6. The Association, the Board of Managers nor the management company assumes any responsibility for tenants or owners who are not aware of the Declarations, Bylaws and the Rules and Regulations of Glenville Commons and stated requirements and/or prohibitions therein.
- 7. The lease document must contain a clause making it subject to the covenants and restrictions in the Glenville Commons Declaration and Bylaws, and further, subject to the Rules and Regulations of Glenville Commons.

SECTION 14 - CABLE TELEVISION

- 1. Cable television is available to Glenville Commons residents. This service is provided by Cablevision Cable Company. Their telephone number is located in SECTION 25 of these Rules and Regulations.
- 2. Cable television is a private agreement between the unit owner and/or resident and the cable company, at the resident's expense.
- 3. Arrangements for the installation and/or disconnection of service is a unit owner and/or resident responsibility.
- 4. When cable service is connected, unit owners must follow up with the cable company to make sure the following is completed:
 - A. Wiring for the cable television is NOT placed on the exterior of the building
 - B. Wiring is properly buried into the ground and will not be an obstruction for the landscape service contractor.
 - C. Any excavation to bury wires must be covered with topsoil and reseeded by the cable company.
 - E. Winter installations, when the ground is frozen, must be completed in early spring before the grass cutting begins. March is usually the month for Spring Clean Up.
- 5. When cable service is disconnected, the unit owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hook up.
- 6. Individual television antennas are prohibited on any roof, attached to siding, installed in shrub beds or anywhere else on the condominium property.

SECTION 15 - SATELLITE DISHES

- 1. Installation of any satellite dish/antenna on, attached to, or extending into the common areas is prohibited.
- 2. Attachment to the exterior siding of a unit or any roof area is strictly prohibited.

SECTION 15 - SATELLITE DISHES

(continued)

- 3. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must comply with the following:
 - A. Satellite dishes shall not exceed twenty-eight (28") inches in diameter.
 - B. Satellite dishes shall not be mounted upon roofs of the buildings.
 - C. Satellite dishes installed/placed in a shrub bed should be covered by a manufactured "boulder" that is designed to camouflage and protect a satellite dish.

SECTION 16 - UTILITIES

Each Glenville Commons Condominium resident is responsible for the payment of their individually metered utilities;

A. Water

City of Cleveland

B. Sewer

Northeast Ohio Sewer District

C. Electric

The Illuminating Company

D. Gas

East Ohio Gas Company

E. Telephone

Ameritech

The telephone numbers for these utilities are located in SECTION 25 - Telephone Numbers

NOTE: Wiring for telephone service is not permitted to be placed on the exterior of the buildings.

SECTION 17 - EXTERIOR LIGHTING

- 1. Security light poles located at the perimeter of the Association are the property of The Illuminating company. Should you observe a light bulb that has burned out, please report the location of the light pole and the serial number to the management company.
- 2. The exterior light fixtures on the front of each condominium unit is controlled by the resident. The on/off switch is located inside the condominium unit. Burned out bulbs replacement is the responsibility of each resident.
- 3. Guidelines for bulb replacement are as follows:

Color: white

Size: 60 watt

SECTION 17 - EXTERIOR LIGHTING (continued)

- 4. The Association encourages residents to keep the front door light ON during evening hours.
- 5. The Board of Mangers has approved the added installation of a lamp post at each unit of the Association. The lamp posts and the electricity costs shall be borne by the residents having these installed. Owner inquiries must be made to the management company, in writing. Detailed information will be provided to owners.
 - Unit owners/residents who wish to install, at their own expense, these lamp posts must make a request in writing to the management company PRIOR to installation to ensure the appropriate lamp post is being installed.
- 6. Any area lighting installed by a resident must not cause inconvenience for adjacent and neighboring units. Strict lighting requirements must be met upon installation and subsequent usage of lamp posts at each unit.
- 7. The maintenance and/or repairs of any additional lighting fixtures installed by an owner/resident is the sole financial responsibility of the owner.
 - NOTE: Unit owner/resident cooperation in lighting the condominium property is an added security measure for all residents.

SECTION 18 – LANDSCAPE SEASON

The landscape season consists of a seven (7) month period of lawn maintenance usually beginning April 1st of every year. However, during the latter part of the month of March (weather permitting) the major task of Spring Clean Up is performed.

- 1. During the landscape season, residents must water the lawn and the shrubbery adjacent to their condominium unit.
- 2. Currently, the Association has two very small sprinkler systems that service part of the south area and the common grassy area at the north end of the property. There are no additional sprinkler systems to water the grassed areas at each condominium unit.
- 3. Landscape watering must be done often enough, particularly during dry hot summer months to prevent browning, disease and dying of grass.

SECTION 18 – LANDSCAPE SEASON (continued)

<u>Comment</u>: This unit owner/resident cooperation requirement is designed to save money by preventing expensive landscape repairs and replacements.

- 4. Each unit owner is responsible for the maintenance of his/her own shrub bed area surrounding their condominium unit.
- 5. To facilitate the work of the landscape contractor, no hoses, lawn furniture, recreational equipment, etc., is permitted on the common area grass.
- 6. If residents have a pet, all excrement must be removed form the common area grass prior to mowing. The landscape contractor will not mow an area that has feces in the grass.
- 7. Residents must not give instructions to landscape contractors as it interferes with their standing contract with the Association to perform certain levels of work.
- 8. If a resident observes that portions of the landscape contractor's work or conduct of the landscape contractor is unacceptable, please call any incidents into the management company immediately.
- 9. For planting requirements and restrictions, please see SECTION 20 ARCHITECTURAL GUIDELINES

SECTION 19 – SNOW REMOVAL SEASON

During the months of October and/or November Fall Clean Up is performed to ready the property for winter snowfall. Snow removal season is usually a five (5) month period beginning November 1st each year.

Atwood Drive is a private street and the snowplowing is provided by a private contractor hired by the Association.

- 1. The snow removal contract stipulates a snowfall depth of two inches (2") or more of the asphalted road areas.
- 2. Usually, the first plow of the morning after a snowfall occurs is before 5:00 a.m., depending upon level of snowfall. The snow removal contractor can come as early as two (2) a.m. if the depth of snow exceeds two inches at the time and if there is continuous snowfall through out the early morning hours.

SECTION 19 – SNOW REMOVAL SEASON (continued)

- 3. If a car is parked in any of the parking lot spaces, the snowplow contractor cannot clear the snow during the first plow and possibly not during the second plow if there is heavy snowfall. The car must be removed to clear the snow or the owner risks the vehicle being plowed into the space.
- 4. The snowplow contractor is required to return to the property each time there are two inches or more of snow.
- 5. Often times, if many cars are parked in guest parking spaces, the snow plow contractor will return to the property to perform a "clean up" of accumulated snow. However, during freezing/thawing processes, the contractor will not return to clear ice from roadways and parking spaces.
- 6. Residents must not give instructions to the snowplow contractor. His contract covers all requirements of the Association and additional instructions will affect the monthly cost of services. Should a resident wish to file a complaint, please call the management company and review complaint requirements in SECTION 22 of these Rules.
- 7. Residents are asked to report any activities, out of the ordinary, by the snow plow contractor. Should an accident occur with the snowplow blade or the snow plow truck, contact your insurance agent as well as the management company.

SECTION 20 - ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve the integrity and establish common guidelines and standards for improvement projects within Glenville Commons, the following rules have been enacted and apply to ALL requests for exterior modifications.

- 1. A written request with supporting detail and diagrams for any type of modification, installation or additions to the limited common area of each unit must be submitted to the Board for review. Written approval must be obtained from the Board PRIOR to the initiation of any project. In addition to removal of an unapproved item, failure to receive PRIOR Board approval may also result in a rule violation assessment to the unit owner whether or not the request receives Board approval.
- 2. It is the responsibility of the seller to disclose to a new unit owner any and all architectural changes 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 and provide necessary copies.

SECTION 21 - ARCHITECTURAL GUIDELINES (continued)

- 3. Following written approval from the Board it will be the unit owner's responsibility to secure necessary building permits and to obtain approval from the City of Cleveland and to ensure conformity to jurisdictional codes. A copy of all building permits must be submitted to the Board prior to the initiation of construction.
- 4. Once material for the exterior modification is placed on the condominium property, the work must begin and continue through completion within a reasonable time frame and in a reasonable manner that will not detract from property appearance, or inconvenience neighbors and/or Association service contractors.
- 5. In the event damage occurs as a result of any modification, addition or change to the exterior of the building or to any common area of the condominium property, repairs must be made immediately at the owner's expense and to the satisfaction of the Board.
- 6. If the landscape service contractor deems it necessary to charge more as a result of the modification made by the unit owner, this charge will be assessed back to the specific unit owner.

ARCHITECTURAL APPROVAL PROCEDURE

- A. Review of architectural change request(s) that are submitted by a unit owner will be handled in accordance with the following schedule:
 - 1. Written request must be submitted to the management company.
 - 2. The management company will copy and distribute all written requests to the Board of managers within ten (10) working days of receipt.
 - 3. The Board of Managers will notify the property manager to prepare notification to the unit owner, in writing, of approval or denial within thirty (30) days after receiving the written request.
 - 4. If an applicant does not receive written notice from the management company, on behalf of the Board of Managers, approving or denying the architectural change request within forty-five (45) days of the original request, a second notice must be submitted directly to the Board of Managers.
 - 5. Failure on the part of the Board of Managers to respond will be considered to be denial of request.

B. In addition to the general requirements of paragraphs 1-5 above, the following guidelines provide standards for specific improvement projects and/or exterior modifications. Unless otherwise noted, however, prior written Board approval must still be requested and obtained for each item.

1. Storm Doors:

- a. Installation of a storm door must have PRIOR written Board approval.
- b. Storm doors must be an approved door which will not detract from the overall architectural style of Glenville Commons.
- c. Storm door options are limited to a full-view door with multiple glass louver plates on 80% of the door.
- d. Door frames must be black
- e. Glass must be clear no coloration
- f. The unit owner had the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.
- g. Maintenance and upkeep of the storm/screen door is the unit owner's responsibility.

2. Window Replacements:

- a. Installation of replacement windows must have PRIOR, written Board approval, except in the case of damage where an exact duplicate replacement would be made.
- b. Windows, when replaced by the unit owner, must be identical in appearance to the existing windows.
- c. An upgrade in the quality of windows will be approved providing the replacement windows are identical to the existing windows.
- d. Maintenance and upkeep of windows and screens are an owner/resident responsibility.

3. Entrance Door Replacement:

- a. Replacement doors must have PRIOR, written board approval
- b. The front door replacement must be identical to the existing door.
- c. Color of door must remain the same black as the original door
- d. Day-to-day maintenance of the front door is an owner/resident responsibility.

4. Rear Exit/Entrance Doors Replacement:

- a. Replacement doors must have PRIOR, written Board approval.
- b. The rear door replacement must be identical in size and color of the existing door white with yellow trim.
- c. Day-to-day maintenance of the rear exit door is an owner/resident responsibility.

5. Garage Doors:

- a. Any changes in garage doors must have PRIOR written Board approval
- b. Garage doors, when replaced, must be an approved door which will not detract from the overall architectural style of Glenville Commons. Garage door options are limited to the following:
 - 1. The door must be white.
 - 2. The garage door must be smooth and/or flush and contain no recessed or raised panels.
 - 3. The maintenance and upkeep of the garage doors and their mechanisms are an owner/resident responsibility.
 - 4. Windows in garage doors are prohibited.

- 6. Shrub Beds: All maintenance of individual shrub beds is the complete responsibility of each unit owner.
 - a. In order to maintain uniformity and harmony throughout the property with the original landscaping plan, there shall be no extensions of the current length and breadth of the shrub beds.
 - b. Installation of railroad ties are prohibited. However, bricks, rocks and shrub bed edging materials are permitted.
 - c. Unit owners may install additional shrubbery or decorative plantings in existing shrub bed areas in front of the unit WITHOUT prior Board approval providing:
 - 1. Such plantings must be consistent in height, variety and size to existing plantings.
 - 2. The variety of plant material selected by the unit owner must be of a species that will not encroach upon or cause damage to the vinyl siding of the unit, common areas or any utility service line.
 - 3. Plantings installed by a resident must not, in any way, be an obstruction for the landscape service contractor.
 - Residents shall be required to remove unacceptable plantings –
 Example vines

7. Seasonal Flowers:

- a. Seasonal flowers may be planted in planting beds adjacent to the front of the condominium unit WITHOUT prior Board approval, providing the height and size of the flowers are consistent with the surrounding shrub bed plantings and do not exceed the height of the first floor window sill. Examples of unacceptable flowers: Sunflowers and Holly Hocks.
- b. Seasonal flowers planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance of Glenville Commons.

- c. Seasonal flowers planted by a resident must NOT, in any way, be an obstruction for the landscape contractor.
- d. Seasonal flowers must be planted far enough away from the grass line to avoid damage from the landscaper's automatic trimming and edging equipment.

8. Trees:

- a. Installation of a tree requires an owner to provide the type of tree, size and location and must have PRIOR, written approval from the Board before committing to planting.
- b. The type of tree must be a variety that will not encroach upon or cause damage to the unit, common area or utility service lines. Example of an unacceptable tree: Willow.
- c. A tree ring must be created and maintained by the resident around the base of the tree in an effort to prevent damage from landscaping equipment. The tree ring must be covered with a dark shredded mulch typically used by landscape contractors. Wood chips, gravel-type stones or any other decorative shrub coverings are prohibited in the common area.
- d. When planting a tree, the unit owner will be responsible for damage that may occur to underground utility service connections or lines during the time the tree is being planted as well as for any future damage that may be caused as a result of the growth of the tree. Owners must call Ohio Utilities Protection Service 48 hours before digging. The toll-free number is: 1-800-362-2764.
- e. Trees planted by a unit owner must be planted in such a manner so as not to create obstructions for the landscape contractor.
- f. Any and all landscape plantings installed by a unit owners must be maintained by the unit owner and/or any subsequent purchaser of the unit.

9. Other Plantings:

a. Vegetable gardens are prohibited.

b. One or two vegetable plants are permitted providing the plants are not conspicuous, do not create an obstruction for the landscape service contractor and are planted in a bed adjacent to the rear of the condominium unit

10. Automatic Lawn Sprinkler Systems:

- a. Installation of automatic sprinkling systems must have PRIOR, written Board approval.
- b. The unit owner must submit to the Board a diagram of the underground pipe system detailing the <u>exact</u> location of the pipes. Location measurements must be reported in terms of distance from front, back and side walls of the unit.
- c. When installing a watering system, the unit owner (or any subsequent buyer) shall be responsible for damage that may occur to underground utility source connections or lines during the time the system is being installed as well as for any future damage(s) that may be caused as a result of the system being placed into the common area.
- d. Location of the utility lines must be identified prior to excavation and installation. Existing utility lines must be protected to avoid interruptions of service for the Association and/or neighboring condominium unit owners.
- e. Installation must be planned in order not to interfere with the landscaping maintenance contractor's schedule for grass cutting.
- f. The surrounding landscape/lawn area, including shrubs, must be restored to the original condition upon completion of installation.
- g. All equipment to service the system such as meters, timers, tanks, etc., must be contained within the enclosed area of the condominium unit and/or garage.
- h. The unit owner must obtain and submit to the Board a written consent signed by the owners of the condominium units located on either side of the respective unit.
- i. Watering systems installed by a unit owner must be designed in such a manner so as not to create obstruction for any lawn service contractors.

- j. The common lawn area will be maintained in accordance with the contract specifications as detailed in the Association's landscape service agreement and lawn fertilization program. Glenville Commons Condominium Association, the management company nor the Board of Managers assumes no responsibility for special care requirements and/or repair or maintenance, all of which remain with the unit owner regardless of the cause of damage.
- k. Prior to proceeding, the unit owner or contractor must obtain any building permits required by the City of Cleveland and provide a copy to the Board of Managers.
- 1. All service contractors who perform work on the condominium property must provide a Certificate of Liability Insurance and Workman's Compensation

11. Exterior Lighting:

- a. Installation of additional exterior lighting requires PRIOR written Board approval. The owner shall be financially responsible for all costs of the installation and/or any subsequent repairs, bulb replacement, etc.
- b. Additional exterior lighting must not be an obstruction for the landscape contractor and must be underground or based within a shrub bed. (Such as walkway lighting).
- c. Additional exterior lighting shall be maintained by the unit owner and/or any subsequent purchaser of the unit in a manner that will not detract from the appearance of the condominium property nor hinder the safety of residents.
- d. The owner must obtain and submit to the Board a written consent form signed by the owners of the neighboring units located on each side of the unit that lighting will be installed.
- e. Replacement of exterior light fixtures on the condominium unit must be the same as provided by the developer in order to maintain exterior uniformity

12. Decorative Additions:

a. A door wreath is permitted

- b. Seasonal and/or Holiday decorations are permitted, providing they are NOT nailed, stapled or otherwise attached to the vinyl siding of the buildings or the gutter or roof material/shingles.
- c. Seasonal decorations are to be removed from the exterior of the units no later than fourteen (14) days past the actual holiday date.
- d. One American Flag is permitted to be displayed at anytime. A flag holder must be attached to wood trim only. NO flag poles are permitted in the common areas.
- e. Signs placed in windows are prohibited, exception: FOR SALE sign as outlined in SECTION 13 of these Rules and Regulations.

13. Barbeque Grills:

- a. Barbeque grills are permitted at Glenville Commons providing the following rules are adhered to:
 - 1. Grilling shall not be done within fifteen (15) feet of any condominium building.
 - 2. Tank(s) with propane shall not be stored inside a garage or within the bounds of a condominium unit.
 - 3. Grills must be covered when not in use and kept inside a garage or inconspicuously placed behind a unit minus the propane tank.
 - 4. The surrounding landscape areas must not be damaged as a result of the presence of a grill. Any damages to common areas shall be billed back to the unit owner to cover costs of repairs.
 - 5. The grill must be maintained in good working order as well as appearance.
 - 6. In addition to maintenance, all appropriate safety measures must be Observed.

SECTION 21 – MAINTENACE FEE, LIEN PROCEDURE AND COST OF COLLECTION

- 1. Maintenance fees and assessments are due and payable on the first (1st) day of the month and are considered late if not postmarked by the tenth (10th) of the month.
- 2. An administrative late charge of Twenty-Five Dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice).
- 3. 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 unit owner.
- 4. Maintenance fees, past due, may cause a lien to be filed against the unit and a foreclosure action.
- 5. If any unit owner fails to perform any act that he/she is requested to perform by the Declaration, 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 fees as a result of such performing or cure which has been incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

SECTION 22 - COMPLAINT PROCEDURE

- 1. Complaints against anyone violating the rules are to be made to the management company in writing and must contain the signature of the individual filing the complaint.
- 2. The management company will, in most instances, contact the alleged violator after receipt of each complaint. A reasonable effort will be made to gain the violator's agreement to cease the violation.
- 3. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

SECTION 23 - ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

- 1. The unit owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the unit owner, guests or occupants, including tenants of his/her unit.
- 2. A rule violation that, by the determination of the Board, affects the rights of others or their property, may result in immediate legal action.
- 3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the responsible unit owner.
- 4. In accordance with the procedure outlined in item 6 below, an assessment of up to but not exceeding \$50.00 per occurrence MAY be levied by the Board on any owner found 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 shall be held liable for the assessment.
- 5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.
- 6. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed:
 - A. Written demand to stop the violation will be served upon the alleged responsible unit owner specifying:
 - 1. The alleged violation;
 - 2. The action required to stop the alleged violation; and
 - 3. A 24-hour time period during which the alleged violation must cease without the imposition of an assessment.
 - B. If the same rule is violated past the time period set above or over a period not to exceed twelve (12) months, the Board will serve the alleged responsible unit owner written notice of a hearing to be held by the Board. This notice will contain the following:
 - 1. The nature of the violation;

SECTION 23 - ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

(continued)

- 2. The time and place of the hearing, including at least a ten (10) day notice;
- A request for the violator and/or the owner to attend the hearing and supply any statement of evidence on his or her behalf;
- 4. The intent of the Board to impose a dollar amount (up to \$50.00) per violation occurrence.
- C. At the hearing, the Board and the alleged responsible unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become part of the hearing minutes. The assessment will only be imposed by a majority vote of the members of the Board present at the meeting.

SECTION 24 – GOOD NEIGHBOR POLICY

The Glenville Commons Declaration and Bylaws and the Rules and Regulations define the standard of living many residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion.

Our documents are our foundation.

Our community spirit lies within the hands of each resident.