



VERSAILLES *at Hudson*
CONDOMINIUM UNIT OWNERS' ASSOCIATION

VERSAILLES AT HUDSON CONDOMINIUM ASSOCIATION

HANDBOOK OF

RULES AND INFORMATION

DATE EFFECTIVE: November, 2004

Welcome to the Versailles at Hudson Condominium. On behalf of the Association, we hope you enjoy living in your condominium unit. The Board's objective is to maintain Versailles at Hudson as a first class condominium. In order to accomplish these objectives, we have established rules and regulations which pertain strictly to living at Versailles at Hudson in the condominium atmosphere.

These are common sense rules and regulations which take into consideration the health, safety and comfort of all residents. These rules and regulations also enable your Board of Managers to maintain the appearance and general repair of the property at a high level. We hope you will find them reasonable and that you will cooperate by upholding them.

We ask that you keep this booklet handy and that you refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact Reserve Realty Company, our management company at 330-467-0828 or the Board of Managers. Additional information is contained in the Declaration and By-Laws as recorded in Volume 6568, Page 23 et seq. of Summit County Records, copies may be obtained at a cost from either Reserve Realty Company or the Summit County Recorder.

The Board of Managers is given the authority to promulgate and enforce these Rules and Regulations by Article V, Section 8 of the By-laws.

Thank you,

The Board of Managers
Versailles at Hudson Condominium
Unit Owners' Association

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Introduction

The Versailles at Hudson Condominium is comprised of 141 units with street addresses 75, 77, 79 Atterbury Boulevard, in Hudson, Ohio.

The Condominium property is served by the Hudson Police and Fire Departments and the Hudson branch of the U.S. Postal Service.

Roads within the condominium property are private and are maintained by the Association.

The Versailles at Hudson Unit Owners' Association is described in detail in the By-Laws of the Versailles Declaration of Condominium Ownership. The purpose of this section is to briefly describe the management organization which serves the Association.

As a private condominium association, we are governed by our own Declaration and By-Laws. Seven (7) members are elected to a Board of Managers by majority vote of the Association members (Unit owners) to oversee the physical, social, and financial management of the Versailles complex. The Board members serve, without compensation for their services, for a two (2) year term each. Four (4) Board members' terms expire on even numbered years and three (3) on odd numbered years. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. The Board members meet at least six times a year, and the annual meeting of the Association to elect new Board members, is held in or around April.

The Board of Managers employs a Property Manager to carry out the work necessary to maintain the Versailles complex and the Association financial records. The Board of Managers has delegated the authority to manage personnel and contractors on a day-to-day basis to Reserve Realty Company, a management company located at:

480 West Aurora Road
Sagamore Hills, Ohio 44067
(330) 467-0828

The following organizational chart, depicts the Versailles management organization:

VERSAILLES AT HUDSON UNIT OWNERS' ASSOCIATION

UNIT OWNERS

ELECT

VERSAILLES BOARD OF MANAGERS
SEVEN (7) MEMBERS

HIRE AND DIRECT

COMMUNITY ASSOCIATION MANAGER

Rules and Regulations
Effective November, 2004

Certain maintenance and repairs are the responsibility and expense of the homeowners association. Others are the responsibility of the individual condominium unit owner. The question of who is responsible for what can only be answered through definition and understanding of the several different types of property classifications within a condominium association.

I. ENVIRONMENT OF COMMON AREAS

The Common area includes everything but the individually owned condominium units. They are owned by all the unit owners together. Examples include but are not limited to roofs, lawns, parking areas, sidewalks and foundations. The repair and maintenance of the common area are done at the Association's expense except as otherwise explained in the Declaration, By-Laws and Rules and Regulations.

The common areas are for the use and enjoyment of all condominium residents. Therefore, everyone is required to be considerate in their use of the areas.

A. General:

1. Littering is prohibited.
2. Damage to the common areas caused by a resident or guest must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
3. Items left unattended in the common areas may be removed by the Association.
4. Noise which causes a disturbance or creates a nuisance to other residents is prohibited.
5. Each unit owner shall report to the Management Company the need for any repairs of common areas of the condominium property which are the obligation of the Association to maintain.
6. Repair requests must be in writing and signed. The more information given to the Management Company will enable them to make repairs on a timely basis.
7. Unit owners must not give work instructions to any maintenance or service contractor (i.e., landscaper or snow plower). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to insure that the contractor is performing the work in accordance with the contractual agreement.

B. Motor Vehicles:

1. All motor driven vehicles in use on Versailles streets must be properly licensed and driven by licensed drivers and used for ingress and egress.
2. All vehicles parked on the condominium property must bear current license plates.
 - a. All license plate numbers of residents who park in the garage or surface parking areas must be registered with the Management office.
3. All vehicles (including bicycles) must observe all speed and traffic regulations. **The 10 mile per hour speed limit and the stop signs must be observed.**
4. Vehicles with loud exhaust systems are prohibited.
5. Vehicles with elaborate stereo/sub woofer systems which create excessive noise pollution are prohibited.
6. The following vehicles are prohibited from the Versailles at Hudson Condominiums except for service vehicles that work at the Versailles. Service vehicles are not allowed to park overnight.
 - a. Trucks larger than one ton.
 - b. Recreational vehicles or motor homes.
 - c. Buses.
 - d. Campers or camper trailers.
 - e. House or horse trailers.
 - f. Any vehicle, however licensed, obviously used for commercial purposes, i.e. having painted signs, ladder racks, snow plows, etc..
 - g. Boats or boat trailers.

C. Bicycles:

1. Bicycle riding is prohibited on any grassed area.
2. Bicycles must be stored in the racks provided in the garages or in storage lockers.
3. Bicycles are prohibited from being parked on sidewalks, entrances, hallways or other common areas.

D. Parking and Garages

1. The garage must be used only as the primary parking space for the resident of the unit to which the space is assigned.
2. Parking at any time in outdoor areas which may be designated as fire lanes or on any grass or lawn areas, or in any area not specifically designated for parking is prohibited. Any common area requiring repair due to such parking shall be made by the Association at the unit owner's expense.

3. No vehicles, other than automobiles, small trucks and passenger vans, may be parked in the outdoor parking areas.
4. Vehicle repairs other than the following are prohibited in the outdoor common area parking areas, roadways, or garages:
 - a. A "jump" start,
 - b. changing of a flat tire,
 - c. installation of a new battery.
5. Vehicles are prohibited from remaining in the outdoor parking areas for more than 30 days unless the written approval of the Board is first obtained.
6. Only passenger cars, vans, sports utility vehicles, and light pickup trucks of one-ton capacity or less are allowed to park in the garage spaces.
7. Flammable or noxious materials are prohibited from being stored in the common areas, limited common areas, or garage units.
8. Oil leaks and spills must be cleaned IMMEDIATELY by the unit owner or resident at his/her expense, and all efforts must be made to correct the mechanical problem causing the leaks or spills.
9. Garage doors must be closed when not in use.
10. Garage washing facilities are for unit resident vehicle washing only. Do not service, park or unload vehicles in this area. Violation will result in an assessment. See Section XI (E) page 35.
11. The storage of items in the garage space or on the ledge in front of it, other than firewood is prohibited. Firewood may be stored provided that:
 - a. It is stacked neatly and safely and does not protrude beyond the bounds of your parking space,
 - b. it does not touch the garage walls, and
 - c. it is removed during the summer months from Memorial Day to Labor Day.
12. No garage unit shall be sold except to an owner of a residential unit or to the Association.
13. Rental of a garage space to a non-resident is prohibited.
14. Playing in the garage is prohibited.
15. Replacement garage door openers are provided by the Management office at cost. The openers are "building-coded" for security purposes and will only work with your building's garage door.

E. Laundry Room

1. Having a clothes washer and dryer in a unit which does not have a previously constructed utility room is prohibited.
2. Only residents and their guests are permitted to use the laundry room facilities.

3. Spills and residue must be cleaned up immediately to maintain cleanliness standards.
4. The storage of personal belongings in the laundry room is prohibited.
5. Please call the telephone number on the machines if they do not work properly.
6. Smoking in the laundry rooms is prohibited.

F. Tennis Court

Please refer to Amendment C, Article 4 of the Declarations and By-Laws as approved by a majority of the residents, effective May 7, 2003

G. Swimming Pool

1. All persons using the pool or pool area do so at their own risk and sole responsibility and in conformance with all rules and regulations.
2. The Versailles at Hudson Unit Owners' Association and Reserve Realty Company, Management Division, the Property Manager, assume no responsibility for any accident or injury in connection with such use.
3. Any person may be barred from the pool or pool area at the discretion of the pool attendant in charge or the Community Association Manager, for violation of rules and regulations, or for any other reason which in his/her judgment constitutes a hazard or disturbance to others.
4. Pool Hours:
 - a. Pool hours will be determined annually by the Board of Managers.
5. Registration:
 - a. All residents must register with the attendant each time they use the pool and must present their pool pass.
 - b. Guests will be limited to two persons per unit. Residents must accompany their guests. Guests must register with the pool attendant on duty.
 - c. Up to 6 immediate family members may be admitted with prior approval of the Property Manager.
 - d. For safety sake, all children under (10) must be accompanied by an adult.
 - e. Owners renting their unit are not entitled to pool privileges.

6. Sanitation:
 - a. Persons having any communicable diseases or infection are prohibited from entering the pool.
7. Pool Conduct:
 - a. Glassware or alcoholic beverages are prohibited within the pool enclosure; paper cups must be disposed of in the proper containers provided for trash.
 - b. Running, pushing, wrestling, ball playing or causing undue disturbance in or about the pool area is prohibited.
 - c. The cost of any property damage will be charged to the responsible party.
 - d. All persons must wear a cover garment over their swimming attire when going to and from the pool.
 - e. Only proper swimming attire, i.e. bathing suits, may be worn in the pool.
 - f. The Board, the Management Company and/or the pool attendant reserve the right to institute a ten minute "adult swim" period every hour.
 - g. The Board, the Management Company and/or the pool attendant reserve the right to limit the excessive use of pool toys and accessories.
 - h. The Board, the Management Company and/or the pool attendant reserve the right to refuse entry or deny pool privileges to anyone found violating these rules and regulations.
 - i. The Association will not be responsible for any articles that may be lost, stolen or left behind.
 - j. Pets are prohibited in the pool area.
 - k. Diving into the pool is prohibited.

A repeated disregard for the rules or directions from the pool attendants or management will result in an immediate suspension of swimming privileges. These rules and regulations are subject to change without notice.

- H. Picnic Area
 1. The picnic tables must be cleaned off after each use and must not be moved from their locations.
 2. Residents must clean up all barbecue grills after use.
 3. As a courtesy to other residents, outdoor gatherings must not extend beyond 10:00 P.M.

- I. Signs
 1. Signs or other advertising devices of any nature are prohibited on any portion of the condominium property, whether it be the lawns, windows or doors of the units. However, "Open House" signs with certain restrictions are permitted.
 2. Two "Open House" signs are permitted: one on the outside of the building in which the open house is occurring and another sign on the bulletin board in the lobby of the building.
 3. "Open House" signs must only be displayed between 12:00 noon until 5:00 p.m. on Saturday and Sunday and only for as long as the unit is being shown as an "Open House".
 4. Bulletin boards are provided at the main entrance of each building and in the garages and are for OFFICIAL CONDOMINIUM USE ONLY. THEY ARE INTENDED FOR ASSOCIATION ANNOUNCEMENTS AND RESIDENT USE such as notices to delivery people, postal carrier, visitors etc. They are not for ads, business cards, sale notices and must not be used by non-residents.

ASSOCIATION RESPONSIBILITIES

- A. Building Foundations
- B. Building Roofs
- C. Siding and Trim
- D. Gutters and Downspouts
- E. Roadways, Driveways, Outside Parking Areas, Sidewalks, Front Stoops
- F. Common Area Landscaping
- G. Exterior Post Lamps
- H. Common Area Exterminating
- I. Street Signs
- J. Common Area Utilities
- K. Rubbish Removal Service
- L. Common Area Insurance
- M. Repair and/or Replacement of any Limited Common or Unit Owner Item Damaged due to Accident or Neglect on Part of Contractors Hired by the Association.
- N. Garage and Garage Doors
- O. Elevators
- P. Lobby, Halls, Storage Areas
- Q. Laundry Areas
- R. Common Area Recreational Facilities
- S. Balcony and patios

III. UNIT OWNER RESPONSIBILITIES

- A. Units must be occupied and used for single family purpose only as private dwellings for owners, their families, tenants and guests, and for no other purpose.
- B. No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a Unit for any length of time. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Unit Owner or Occupant, or anyone visiting any Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.
- Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment. (*Amendment effective May 7, 2003*).
- C. A Family Unit must not be occupied by more than two (2) persons per bedroom. Any conflict between this provision and other provisions of this Declaration or the By-laws shall be interpreted in favor of this restriction on occupancy.
- D. 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 owner's responsibility to maintain:
1. All doors, door frames, screen doors and glass doors.
 2. All window, window frames, window sashes, and window screens.

3. Gas, electric, water (except any hot and cold water lines located within the walls of his/her unit), drain lines, or other utility service lines, pipes, wires, and conduits serving only his/her unit.
4. All furnace, cooling and ventilation equipment including rooftop air conditioning equipment serving only one unit.*
5. Repair and/or replacement of appliances, fixtures, all equipment and interior walls and alterations thereto.
6. Insurance for private homeowner coverage.
7. Repair and/or replacement of any limited common or common area item damaged by the unit owner, family or guest due to accident or neglect.

* The Association will replace your furnace filters twice a year if given access to your unit. *All other unit repairs or preventive maintenance are the owner's responsibility.*

IV. LIMITED COMMON AREAS

Certain parts of the Condominium Association's property are built and designed specifically for each individually owned condominium unit. Examples include but are not limited to patios, decks, central air conditioning equipment serving only one unit, and exterior doors and windows.

These are designated common property because the Association has control over how they are to be maintained. Their complete designation is, however, "limited common property" because they are private to and serve only one condominium unit. The Association is granted and assumes the responsibility of maintenance and repair of decks and patios. Air conditioners servicing only one condominium unit are the owner's responsibility.

These items are defined in the Versailles at Hudson Condominium Association Declaration of Condominium Ownership documents.

- A. General
1. Unit owners are responsible for the maintenance, repair and/or replacement of their air conditioning units.
 2. Lawn ornaments such as pink flamingos, religious statues, etc., are prohibited.

3. Garage, yard, patio sales or other sales from within a unit are prohibited. Estate sales are permitted but must be approved by the Board of Managers in writing and are governed by regulations as to hours and removal of items.
4. Clothes lines are prohibited. Nothing shall be hung out or exposed on any part of the common or limited common areas, including clothing, sheets, blankets, etc.
5. Alteration to landscaped areas are prohibited without prior written Board approval.
6. The storage of items including, but not limited to furniture, umbrellas, and patio furniture in the common areas is prohibited.
7. No sign or flag, except the American flag, may be displayed in windows, on doors, patios or on the exterior of the buildings.
8. Outdoor cooking and the use of barbecue grills of any kind is prohibited within twenty feet (20') of any building. This will be strictly enforced.

B. Doors and Windows

Any changes to the windows and doors must be approved in writing by the Board of Managers or the management company. The following guidelines apply:

1. Replacement windows and/or patio/balcony doors must duplicate the existing sizes, styles and materials.
2. Framing material must be white or clear anodized aluminum or vinyl.
3. Patio or balcony doors must be sliders, glass must be clear and untinted, and the sliders must not contain mullions.
4. The use of plastic or other non-glass window or door liners is prohibited on the exterior or interior of any unit without prior written Board approval.
5. To create a visible, uniform standard throughout the community, all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. with only white, near white or beige backing must be used for window treatment.
6. The use of blankets, sheets, etc. is prohibited even as a temporary window covering.
7. Broken windows, torn screens, must be repaired immediately by the unit owner at his/her expense.

C. Patios, Balconies and Decks

1. Patios, balconies, and decks must not be used for storage of items which would cause an unsightly appearance.
2. Carpeting or covering the deck with any materials is prohibited because this promotes wood decay.

3. Before covering the floor of your patio written approval must be received from the Versailles Board of Managers.
4. The request must be in writing to the Versailles Board of Managers with specifics about how the patio will be covered. The request will be considered at the next regularly scheduled meeting of the Versailles Board of Managers.
5. Unit owners must not cover or obstruct the patio drains: Unit owners with patios are also responsible for clearing debris from the drain and reporting clogged drains to the Management Company.
6. Failure to comply with these rules and regulations will result in orders to remove the covering.
7. Due to weight considerations as well as the nuisance factor and maintenance costs associated with plant debris, plantings per balcony or patio are restricted to the following:
 - a) No more than four containers, 16" diameter by 16" deep or equivalent volume in other size containers.
 - b) No more than two flower boxes (railing boxes) measuring 24" long by 8" wide by 6" deep or the equivalent volume in other size containers.
 - c) All other plant options for balcony and patio areas must be submitted in writing to the Board of Managers for approval.
 - d) All plant containers must have saucers to prevent water and soil overflow.
 - e) To maintain a neat appearance, balcony planting should be kept to a minimum. Unit owners are also responsible for keeping plant and water debris from falling on the units below. The Association will bill back to the unit owner any cost for cleaning up the debris including any expenses involved in cleaning patio drains, and any flood damages that may be a result of plant debris plugging the drains.
8. Upon seven (7) days written notice (personal and/or conspicuously posted) from the Board of Managers or the Property Manager, all materials, including plants and furniture, must be removed from balconies and patios so normal maintenance may be performed. Failure to comply will result in their removal at the owner's expense as well as a fine.

D. Hallway Doors

1. Enhancements and modifications to the hallway door of a unit must be approved in writing by the Board of Managers.

V. UNIT RESTRICTIONS

A. General

1. Modification to the exterior of the units or the buildings or the grounds is prohibited without prior written Board approval.
2. The installation of wiring for electrical, telephone, television systems, air conditioning, machines or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited.
3. Decorative items must not be affixed to the exterior of any unit or building. However, flag holders are acceptable, but only for the flying of the American flag.
4. No bird feeders are allowed.

B. Pets

The keeping of a household pet is a privilege granted in the Declaration of Condominium Ownership as follows:

1. "No dogs of any kind shall be raised, bred or kept on or in any part of the condominium property, or units, except those dogs which have been registered in writing with the Association on or before the time of the recording of this Amendment with the Summit County Recorder. (September 30, 1993). This includes no visiting dogs.
2. Other conventional household pets besides dogs may be kept in any Unit; provided, however, the Board may limit or restrict the number and kinds of household pets which may be kept and may otherwise regulate the keeping of pets. Any animal causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property following seven (7) days prior written notice from the Board.
3. Two (2) pet cats per unit will be permitted upon registration with Reserve Realty Management.
4. Pets must be leashed at all times when outside of the unit.
5. Pets must be walked in the perimeter areas of the property only. If accidents occur in the hallways, on the sidewalk, or in areas close to the building, the pet owners must immediately clean up the mess after their pets. Use plastic bags and pooper-scoopers.
6. All pet droppings and mess must be disposed of by tying in plastic bags and placing in the metal containers in the rubbish rooms. This includes all cat litter.
7. Each pet owner is responsible for any damage caused by his/her pet and will be assessed for necessary repairs which may include but are not limited to carpet, woodwork, landscaping, fences, etc.

8. Pets are prohibited from being staked out or tied outside of buildings at any time.
9. Cat litter must be disposed of as prescribed in paragraph 5 and must not be flushed down toilets, or allowed to run into sinks and bath and shower drains.
10. Pet owners will be responsible for cleaning the pet prior to re-entering any buildings to avoid dirt and damage to carpet and wall coverings in hallway by dirty paws and shaking off of dirt and moisture.
11. All pets must be registered with the Property Manager.
12. In the case of the demise or permanent removal of a pet, the existing registration will be canceled.

C. Moving

1. There is a twenty-five dollar (\$25.00) move in/out charge. This applies to all move ins/outs including renters. This will be invoiced and collected by the management company.
2. **SUNDAY MOVES ARE PROHIBITED.** Moving must be done between 8:00 a.m. and 9:00 p.m. Monday through Saturday.
3. The Property Manager must be notified in writing prior to all moves. The office will provide elevator pads for protection of the elevator and furniture. Additionally, the office will arrange for proper parking of the moving vehicles.
4. The elevator must not be blocked open during a move so as not to inconvenience other residents.
5. Moving vehicles are permitted onto Versailles property only from the Lennox Street entrance. Moving vehicles are prohibited from entering Versailles property from Atterbury Boulevard. Moving vehicles must stay on the Versailles driveway that is parallel to building 77. No extensive turning or maneuvering is permitted on the Versailles driveways. Moving vehicles are prohibited inside the garages.
6. Move in/outs must be made through the garage entrances of each building, or from the side/end doors. Under no circumstances should the main, rear, or patio entrances of any building be used.
7. Moving boxes, whether empty or full, are prohibited from the common areas. Empty moving boxes for disposal must be collapsed and stacked neatly in the garage rubbish room.
8. Trucks and vans used for moving, whether belonging to a moving company, a truck rental company or an individual are prohibited from parking overnight in the parking lot.
9. Cost to repair damage to the buildings or grounds resulting from a move in/out will be billed to the unit owner. Inspections before and after a move will be conducted by the maintenance personnel to insure that no unjust damage billings will ensue.

D. Storage

1. Storage units are common area.
2. Each storage locker in designated garage storage rooms are identified as to user and unit number when assigned by the management office.
3. The following resolutions were unanimously adopted by the Board of Managers on April 21, 1992.
4. Abandonment:
 - a. Upon the transfer of ownership of any unit or change in tenancy thereof, neither former owner nor former tenants shall continue to store personal property whatsoever in any storage locker.
 - b. If former owner or former tenants shall leave property in a storage locker more than 30 days after any such transfer of ownership or change of tenancy, without the expressed written permission of the Board, and after notice from the Association that the property will be considered abandoned and subject to sale, the property so remaining shall be deemed abandoned.
 - c. An owner is responsible for notifying his/her tenant's of this regulation.
 - d. Notice shall be sent to the former owner or former tenants last known address; or forwarding address if one is provided to the Association.
 - e. In the event property is left in any storage locker for a 30 day period after change of ownership or tenancy, such owner or tenant grants the Association or its Agents the right to enter the storage locker for the purpose of removing any property, and moving such property to storage.
 - f. Owner shall be responsible for all costs and charges incurred in any such moving and storage. The Association or its agents shall not be responsible for any damage to said property during this period of moving and storage.
 - g. The Association may, by private or public sale, dispose of the personal property and apply the proceeds to moneys due and owing including all expenses, storage fees, and the costs of said sale.
 - h. A reasonable storage fee shall be charged to owner or the tenant for that period of time prior to sale and disposition of said property.
5. Unauthorized Use of Storage Lockers
 - a. All storage lockers are the property of Versailles at Hudson Unit Owners' Association. Assignment of lockers must be authorized by the Board of Managers through its Management Company in writing.
 - b. All legal expenses incurred by the Association to recover a storage locker that is being used without authorization shall be charged back to the owner.

- c. The Association shall charge \$50.00 per month to compensate for unauthorized use in addition to any charges involved in the removal and sale of the contents.
- d. The unit residents must provide their own storage locker lock.
- e. The storage of anything that is subject to rust or mold damage is prohibited.
- f. The storage of any flammable liquids (gas, kerosene, turpentine, alcohol, charcoal lighter, lighter fluid, oil base paints, etc. is prohibited.
- g. The use of extension cords to provide local electricity to the locker area is prohibited.
- h. Items in the storage locker area aisles will be discarded at the end of each day by the building superintendent.

E. Flooring Materials

Due to the construction of the buildings at the Versailles at Hudson and concerns related to noise transmission between floors of the buildings, the replacement and installation of flooring materials within Units, other than carpeting, with padding, of equal or greater quality and thickness of the carpeting, including the padding, originally installed in the Units at the time of the condominium conversion, is strictly subject to prior Board written approval and any rules and regulations as the Board may from time to time adopt. Such rules may include, without limitation, minimum requirements for sound-deadening or other acoustical materials, and a statement as to Unit Owner responsibility for the cost of repairs and/or replacement of flooring materials other than carpeting, including padding, that are needed or arise in conjunction with the Association's maintenance, repair and replacement of any portion of the Common Areas, including, without limitation, the repair of balcony beams located underneath the Unit floors.

Any conflict between this provision and any other provisions of the Declaration and/or Bylaws shall be interpreted in favor of this restriction pertaining to installation of and responsibility for flooring materials other than carpeting within Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

1. First, noise transmission from one unit to the unit below can create a nuisance if proper sound-deadening acoustical underlayment is not used. Accordingly, the unit owner must install sound-deadening acoustical underlayment to reduce the impact of noises and sound transmission when installing any floor materials, including new carpeting.

2. Second, the beams that constitute the basic structure for exterior balconies run underneath the floors within the units. Replacement and installation of new flooring materials, other than carpeting, cannot only affect these balcony beams but also interferes with the work required to repair and/or replace the balcony beams. That is, while carpeting can be rolled up in order to repair the beams, and then be re-installed, the same is generally not possible with other flooring materials. Therefore, any owner that replaces the living room carpeting (approximately sixteen feet from the balcony doors) with any flooring material besides carpeting, such as hardwood or tile, that cannot be removed and reinstalled as part of any beam repair/replacement work, *is solely responsible for the full cost of replacing such alternative flooring material following the completion of any beam repair/replacement work.*

F. Smoke Detection

1. Smoke detectors/alarms are required in each unit at a cost to the unit owner.
2. Smoke detectors must be UL approved.
3. At least one (1) detector must be installed in a position on the hallway ceiling which serves the entrance to all bedrooms.
4. Smoke detectors must not be installed less than twelve (12) inches from a corner wall as they will not effectively detect smoke rising to the ceiling.
5. Please report any unit that does not have at least one (1) functional smoke detector and all three (3) heat sensors to the Property Manager.
6. Do not paint over the designated heat sensors. This will cause the system to go off.

G. Rubbish Removal

1. Rubbish chutes should not be used between 11:00 p.m. and 7:00 a.m.
2. Proper disposal in closed containers placed in the rubbish chute is required. ALL rubbish including newspapers and magazines, must be securely BAGGED IN PLASTIC AND TIED before being placed in the chutes.
3. Oversized containers must be taken to the garage level rubbish room.
4. Large items of rubbish (old furniture, mattresses, etc.) will be removed from the premises at an additional charge to the unit owner. Arrangements must be made through the contractor by calling the Property Manager.

5. If a unit owner is remodeling, it is the responsibility of the unit owner and/or his contractor to haul away daily debris including lumber, carpet, old fixtures, appliances, flooring and bathroom tile, windows, doors, insulation, wall board, bathroom fixtures, furnaces, air conditioning units, etc. The use of the building dumpster for this type of disposal is prohibited.
6. Cold water must be run when using the garbage disposal. Grease or other foreign materials must not be poured down any unit drains. Clogged drains are the responsibility of the unit owner or tenant.
7. Materials such as sanitary napkins, tampons, and diapers are prohibited from being disposed of down the toilet. Dispose of these items by placing them in plastic bags and placing them into the rubbish chute-tied.

H. Trade Person

1. Unit owners are responsible for the interior maintenance of their units.
2. The Association, its agents and employees are not responsible for any damage or theft that may occur in a unit by worker. Theft must be reported to the Hudson Police Department.
3. Trade people who are hired to do repairs, remodeling, or restoration including but not limited to: re-flooring; re-carpeting; carpentry; removal or addition of doors, walls, or windows; plumbing which requires soldering and/or water service interruption; rewiring or significant electrical additions; major painting (of entire rooms, for example); re-plastering; removal and/or replacement of major kitchen appliances and furnaces and air conditioners; refinishing shall perform such work only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. and 4:00 p.m. on Saturdays. No such work shall be done on Sundays. Unit owners who undertake to do such work themselves shall abide by the same hours.
4. The garage must not be used as a "workshop" or "mill" for rough pre-work such as sawing, planing, finishing, etc.
5. Emergency repairs (no heat, no water, no electricity or water leaks) must be undertaken promptly.
6. The unit owner and his/her trade person are responsible for the daily clean-up (vacuuming, etc.) of any construction litter or debris in the hallways, elevators or stairways, to be completed each day by 6:00 p.m.

I. Hazardous Uses and Waste -

Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance for the garage, the building, or the contents thereof. No unit owner shall permit anything to be done or kept in his/her unit or in the common areas and facilities which will result in the cancellation of insurance or the buildings or contents thereof, or which would be in violation of any law. No waste of any of the condominium property shall be committed.

J. Prohibited Activities-

No industry, business, trade, occupation or profession of any kind; commercial, religious, educational or otherwise; shall be conducted, maintained, or permitted on any part of the condominium property, nor shall any "For Sale" or "For Rent" signs or other displays or advertising be maintained or permitted on any part of the condominium property.

VI. SECURITY

A. Building Entrances

1. Front/side/rear doors
 - a. All doors allowing entrance into each Versailles building hallway are normally locked.
 - b. Under no circumstances may the doors be "propped" open and left unattended.
 - c. The main front lobby door is always unlocked and allows access to the mail boxes and intercom to each of the units.
 - d. The inner lobby door may be unlocked momentarily by any unit resident, providing inner hallway access to a building guest.
2. Garage
 - a. The garage entrance consists of a standard doorway and an overhead garage door.
 - b. The standard size door is always locked and can be opened with the same building key that opens the other building doors.
 - c. The garage door is normally opened with an electronic door opener.
 - d. Replacement garage door openers are available from the Management Company for a fee.
 - e. After entering or exiting from the garage with your vehicle, the large garage door must be closed. Please be sure the area under the door is clear before it is closed. The door must be closed for security and heat retention in the winter.

B. Keys

1. Your building key will open the inner lobby doors, the side and rear doors of the building, the garage door, and the storage area door.
2. The Association does not maintain duplicate keys for mailboxes. The Association will replace mailbox locks for a fee.

C. Door Release System

1. An electronic door latch controller is located in each unit and operates the inner lobby door only. When guests press your unit number in the lobby, a buzzer sounds on your intercom. By depressing the "listen" or "talk" buttons on your intercom, you can obtain positive identification of your guests by talking with them. Then, only if you desire, you may release the door latch for them electronically by depressing the "door" button.
2. ***For the protection of all those in your building please use the intercom to talk with anyone that has "buzzed" your unit. Find out who they are and what they want. Do not let them in if you are not sure what to do. If they persist, call the Hudson Police Department at 330-342-1800.***

VII. FIRE SAFETY

A. Detection Systems

1. Each building is equipped with a heat detection system. Your unit is equipped with at least three (3) heat sensors which are generally located in: 1) the furnace room, 2) the kitchen, and 3) the master bedroom.
2. The heat sensors are tied into the main building fire detection system and will immediately alert the Hudson Fire Department when a fire is detected.
3. The purpose of the smoke alarm(s), required to be installed in each unit by the owner, is to detect those conditions that usually precede an actual fire and thereby give some advance warning to the unit occupants. The triggering of a smoke alarm will NOT automatically alert the Hudson Fire Department.

B. Escape Routes

1. Multiple escape routes exist for each unit. It is important to predetermine each of the routes that are available to your unit.
2. ***Under no circumstances should the elevator be used as an escape route during a fire.***
3. Before leaving your unit, feel the door to see if it is hot. If it is, the chances are excellent that a fire is on the other side. In that case, place wet towels at the base of the door to keep out smoke and use the patio door escape route.

C. Protection Systems

1. Alarms will sound in the hallways immediately upon a fire being detected, and the Hudson Fire Department will automatically be alerted.
2. The alarms sounding indicate that the building must be evacuated immediately.
3. ***The elevator must not be used for evacuation.***
4. Magnetic door holders that normally hold the hallway doors open, release automatically upon a fire being detected and close the doors to prevent the fire's spread.

VIII. SALE OR RENTAL OF CONDOMINIUM UNIT

A. Sale of Condominium Unit

- a. "For Sale" signs are prohibited.
- b. After a sales agreement has been executed and at least thirty (30) days prior to transfer, you or your realtor must call the Property Manager to make arrangements for the waiver of first refusal, maintenance fee update letter and certificate of insurance for the buyer. The name, address and phone number of the purchaser must be provided to the Property Manager in addition to the sales price of the unit and the name of the mortgagee.
- c. The Property Manager will send a condominium questionnaire and agreement to abide to the buyer to be completed and returned.
- d. Upon receipt of condominium questionnaire and agreement to abide the Property Manager will coordinate paper work with banks, Realtors, appraisers and escrow agents. A transfer fee may be charged to the seller and paid out of escrow from proceeds due to the seller at the time to title transfer.
- e. The seller is responsible for providing the following information to the buyer:
 - 1) Copy of the Declaration and By-Laws.
 - 2) Copy of the Rules and Regulations Booklet.

B. Leasing of a Condominium Unit

- a. "For Rent" signs are prohibited.
- b. No unit shall be rented or leased for transient or hotel purposes, or for periods of less than six (6) months.
- c. A family unit shall not be occupied by more than two (2) people per bedroom.
- d. The condominium unit owner must provide the Property Manager with the following information prior to tenant move-in:
 1. Copy of lease and completed Versailles Condominium tenant information form. The tenant information form is held in the unit file for emergency purposes.
 2. Full name of tenant.
 3. Names of all occupants of the unit.
 4. Telephone number of tenant
- e. The owner is responsible for making the tenant aware of the Rules and Regulations of Versailles Condominium.

- f. The owner is responsible for tenant violations of the Declaration, By-Laws, or Rules and Regulations. The owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
- g. The lease document must contain a clause making it subject to the covenants and restrictions in the Versailles Condominium Declaration, By-Laws and Rules and must give the Board of Managers specific authority to dispossess or otherwise act for the unit owner in case of default under the lease or for violation of the Declaration, By-Laws or Rules and Regulations.
- h. Garage units may be leased or rented only to occupants of residential units.

IX. MAINTENANCE ASSESSMENTS, LIEN PROCEDURES AND COST OR COLLECTION

- A. Monthly maintenance assessments, special assessments, etc. are due and payable on the first (1st) day of the month and are considered late if not received at the Management Company's office by the fifteenth (15th) of the month.
- B. An administrative late charge of twenty-five dollars (\$25.00) per month shall be incurred for any late payment. This late charge is charged and collected by the management company.
- C. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance assessments, special assessments etc. shall be added to the amount owed by the delinquent owner.
- D. Maintenance assessments, past due, will cause a lien and foreclosure to be filed against the owner of the Condominium unit in accordance with the collection policy established by the Board of Managers.
- E. If any unit owner fails to perform any act that he is requested to perform by the Declaration, the By-laws 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, of such performing or cure 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, 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.

X. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the rules must be made to the Property Manager in writing and must contain the signature of the individual filing the complaint. For convenience, complaint forms are available from Reserve Realty Management.
- B. The Board of Managers and/or the Property Manager will, in most instances, contact the alleged violator after receipt of each complaint and reasonable effort will be made to gain the violators' agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

XI. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

- A. If any unit owner, resident, tenant or guest violates a rule in a manner which, by the determination of the Board of Managers, affects the rights of others or their property, immediate legal action will be initiated.
- B. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
- C. In accordance with the procedure outlined in Item E. 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 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 responsible for the assessment.
- D. 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.

E. Prior to the imposition of an assessment for a rule violation, the following procedure will be followed except in the case of moving-in/out violations and garage wash bay parking or unloading violations which will be assessed immediately:

1. Written demand to stop the alleged violation will be served upon the alleged violator specifying:
 - a. The alleged violation;
 - b. The action required to abate the violation; and
 - c. A twenty-four (24) hour time period 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.

NOTES, NEW RULES AND REVISED RULES

