

*Brecksville West Condominium Owners'
Association*



Rules and Responsibilities Handbook

Revised: August, 2019

Effective: October 1, 2019

Brecksville West Condominium Owners' Association

Owner/Resident Rules and Responsibility

This summary is a guideline for all owners and residents to review and follow. The rules and responsibilities are in greater detail in the Declaration of Condominium Ownership for Brecksville West. **All owners agree to these rules and responsibilities when a unit is purchased, including resales.**

Some owners/residents have forgotten these rules & responsibilities. As an update, this summary is being submitted to all owners. **If you sell your unit, this copy of the Rules and Responsibilities is to be passed on to the new owner.**

Investors: You are asked to supply this summary as part of your lease for each lessee and confirm who the new resident is with the Management Company.

Welcome to Brecksville West Condominium

We, the Board of Directors for the Association, hope you enjoy your condominium unit. Our objective is to maintain Brecksville West as a very nice place to live. In order to accomplish this, we created this handbook to highlight certain rules that specifically pertain to living at Brecksville West in this condominium atmosphere and that are embodied in the Declaration of Condominium Ownership.

These are common sense rules and regulations that take into consideration the health, safety and comfort of all owners and residents at Brecksville West. The Board is authorized to adopt and enforce these rules and regulations pursuant to the Bylaws. We hope you will find them reasonable and will cooperate by upholding them.

We ask you keep this handbook handy and refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company. Additional information is also contained in the Declaration and/or Bylaws as recorded in the Summit County Records.

This handbook is intended to supplement, not replace, the Declaration and Bylaws, therefore should there be an inadvertent discrepancy between what is expressed in the handbook and the recorded documents, the Declaration and/or Bylaws shall govern.

Before moving into Brecksville West, you should have received a copy of the Declarations and Bylaws. If you do not have a copy of the documents, they can be obtained at a cost from the Summit County Recorder or from the Management Company.

Thank you,

The Board of Directors,
Brecksville West Condominium
Owners' Association, Inc.

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INTRODUCTION

The Brecksville West Condominium Owners' Association is located in Cuyahoga County, Ohio. The condominium property is served by the City of Brecksville Police and Fire Departments.

The property is comprised of sixty-six (66) apartment style units located in thirteen (13) buildings. The street, parking areas and sidewalks are maintained by the Association. The Association also maintains an insurance policy for the common elements, but the unit owners and residents are responsible for obtaining insurance for their units and personal effects.

Owners and residents are prohibited from giving work instructions to any Association service contractor; e.g. landscaper, snow remover, carpenter, painter, etc. 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.

As a private condominium property, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our own owners and the Board manages Association affairs on behalf of our owners. There are five (5) Board members who each serve, without compensation, for a term of two (2) consecutive years. There are no term limitations. Board terms are staggered so as to elect two (2) members one year and three (3) members the following year. This method was established to provide the Association members with continuity of experience and service from one year to the next.

The annual meeting of the owners for the election of Board members is held in the month of July.

I. RESTRICTIONS

- A. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association except as herein expressly provided.
- B. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase, cancel or restrict the rate of insurance of the Building or contents thereof, without the prior written consent of the Association. No waste will be committed on any part of the Condominium Property.
- C. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or outside walls, or on the balconies of the building, and no awning, canopy, shutter, radio or television antenna, or air conditioning unit shall be affixed to or placed upon the exterior walls or roof without the prior written consent of the Board.
 - 1) Planters are not to be put onto the railings of the balconies, nor are planter hooks permitted to be screwed, drilled or attached in any way to the balcony railings and/or posts.
- D. NO ANIMALS OF ANY KIND SHALL BE KEPT IN ANY PART OF THE CONDOMINIUM PROPERTY. Exceptions to this rule are service animals.
- E. No noxious or offensive activity shall be carried on in any part of the Condominium Property, nor shall anything be done thereon which may be or become an annoyance, or hazard, to the other Unit Owners or Occupants.
- F. Nothing shall be done in any Unit or in, on, or to, the Common Areas and Facilities, which will impair the structural integrity of the Building or any improvements which would structurally change the Building, except as herein otherwise provided.
- G. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common or Limited Common Areas and Facilities, except in such areas as may be specifically designated by the Association for such purpose. The Common and Limited Common Areas and Facilities shall be kept free of rubbish, debris and other unsightly materials.
 - 1) All laundry items, including clothes, sheets, carpets, etc., may not be placed on the balconies to dry.
- H. There shall be no playing, lounging, parking or storage of baby carriages, bicycles, wagons, toys, vehicles, abandoned automobiles, campers, boats, automobile tires, benches, chairs or any other tangible personal property on any part in accordance with rules and regulations adopted by the Association.
 - 1) Bicycles may be kept underneath the lower steps.

- I. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, whether or not for profit, shall be conducted, maintained or permitted on any part of the Condominium property, if in the ordinary conduct of any such industry, business, trade, occupation or profession, customers, employees, clients, suppliers or any other persons come or are invited to come upon any part of the Condominium Property. No signs or advertising displays for any industry, business, trade, occupation or profession shall be placed on any part of the Condominium Property.
- J. No "For Sale" or "For Rent" signs, or other window displays or advertising shall be maintained or permitted on any part of the Condominium Property.
- K. Whenever any Unit is owned by a corporation, partnership, trust or other entity, such Unit Owner through his officers or agents, shall designate in writing one family which will be entitled to use of the unit.
- L. Each of the foregoing restrictions shall apply to all Unit Owners and to any natural or artificial person who from time to time occupies or is in possession of any part of the Condominium Property and to any other person lawfully or unlawfully upon any part of the Condominium Property.
- M. The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days, or any rental if the occupants of the Units are provided such customary hotel services as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Apart from the foregoing limitation, the Unit Owners shall have the right to lease the same provided that said lease is made subject to the covenants and restrictions of the Declaration.

II. UNITS

1. Owner Responsibility

- a. To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and heating and air conditioning fixture or installations and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the Limited Common Areas and Facilities belonging to his unit.
- b. All owners need to provide the management company with an owner/tenant information update form. These are mailed out on a yearly basis and are provided in new owner packets. Furthermore, owners who have tenants, need to provide management company with a copy of tenant's lease.

- 1) Unit refers to the following:
 - A. The decorated surfaces including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to floors, ceilings and interior and perimeter walls.
 - B. All windows and doors, including the frames, sashes and jams, and the space occupied thereby and all nonstructural interior walls.
 - C. All fixtures installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving more than one Unit.
 - D. All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceiling which service either the Unit or the fixtures located therein, together with the space occupied thereby.
 - E. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which exclusively serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit.

- c. Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Association and of any person for whose benefit such easement exists.

- d. Not to enclose, paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Unit, without prior written consent of the Board.

- e. To report promptly to the Association or its agent any defect or need for repairs which are the responsibility of the Association.

- f. To perform his responsibilities in such a manner as not to unreasonably disturb other occupants.

- g. To maintain, repair and replace at his expense all portions of the Condominium Property damaged or destroyed by his own act or neglect, the act or neglect of any Occupant of his Unit, or the act or neglect of any invitee, licensee or guest of such Owner or Occupant, to the extent such damage or destruction is not covered by insurance maintained by the Association. The Association may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or the invitee, licensee or guest of same, and recover from such Unit Owner the cost of any such repair or replacement.

- h. To pay all costs of utility services, including but not limited to, water, gas, electricity, sewage, rubbish and trash disposal, furnished to his Unit or to the Limited Common Areas and Facilities designated for his use, unless any or all of such services are provided as part of the Common Expenses, in which case, the Unit Owner shall pay for the same as part of his share of the Common Expenses.
- i. Not to decorate, landscape or adorn any Common or Limited Common Areas and Facilities without the prior written consent of the Association, in any manner contrary to such rules and regulations as may be established by the Association.
- j. Not to do any work which would jeopardize the soundness or safety of the Condominium Property, reduce its value or impair any easement or hereditament, without in every such case first obtaining the unanimous consent of all the other Unit Owners.
- k. Not to use the Common Areas and Facilities in such manner as to interfere with, restrict or impede the use thereof by others entitled to their use or in any manner not in accordance with the Declaration and Bylaws.
- l. Not to execute any deed, mortgage, lease or other instrument affecting title to his Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership.

2. Association Responsibility

- a. The Association shall manage the Common Areas and Facilities and shall maintain and keep the same (but not the Limited Common Areas and Facilities) in good working order, condition and repair, in a clean, neat, safe and sanitary condition, and in conformity with all applicable laws, ordinances and regulations and shall make all necessary repairs, replacement, alterations and other improvements in a good and workmanlike manner. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder.
- 1) Items the Association is responsible for:
 - A. Snow plowing parking areas and shoveling/salting sidewalks
 - B. Landscaping
 - C. Roofs
 - D. Common Area Plumbing Repairs
 - E. Common Area Electrical Repairs
 - F. Outdoor Lightbulbs and Fixtures

- G. Foundation/Structural Repairs
- H. Tree Maintenance/Removal
- I. Custodial Services
- J. Exterminating
- K. Insurance on buildings and common/limited common areas

III. LAUNDRY ROOMS/STORAGE ROOM

1. There are three (3) laundry rooms on Brecksville West property. They are located in the P, L and F buildings. Each laundry room contains coin operated washers and dryers; coins must be quarters. If there is an issue with a washer or dryer, the owner is responsible for calling Coinmach at 1-800-362-3182 and providing them with the machine number.
2. The storage room is located in the basement of the F building. Each unit has their own storage locker.
3. DO NOT STORE anything outside your unit in the hallway or on the balconies/patios. Personal items should be stored inside your unit or in your storage locker.

IV. WINDOWS AND WINDOW COVERINGS

1. All window coverings, draperies, blinds (vertical and horizontal), or valances must be white, off-white, light beige or light gray on the exterior side and properly maintained.
2. Nothing may be placed in the windows such as plants, foreign objects, etc.

V. GRILLS

In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other open-flame devices are prohibited to be used within ten (10) feet of a multi-family building. Grills are not to be used/kept on any balconies or patios. There are charcoal grills in the Common Area, by the gazebo, residents may use.

VI. TRASH/RECYCLING

1. All trash must be in plastic garbage bags and placed INSIDE the trash cans located in the lower shed, lower parking lot. Please do not throw the trash on the floor of the shed.
2. Brecksville West Condominium is a recycling community. All bottles, cans, plastic and paper must be separated, placed in plastic bags and put in the proper container inside the upper shed, lower parking lot.

VII. PARKING/VEHICLES

1. In both the upper and lower parking lots, there are spaces marked "Visitors" for visiting guests or an owners second car and there are spaces marked "Reserved" for owner cars. Each of the "reserved" spaces are assigned to each Unit. Please call the Management Company for your reserved space number.
2. No boats, trailers, motor homes, trucks (larger than ¾ ton), travel trailers, or any vehicle with commercial advertising may be parked overnight on any street, drive or parking spaces. Moving vans are an authorized exception.
3. Inoperative vehicles, with flat tires, expired license tags, etc. and vehicles that cannot be identified as belonging to an owner/resident, may not be parked for more than twenty-four (24) consecutive hours in the common elements or limited common elements.

VIII. BALCONIES/PATIOS

1. Balconies/patios are NOT to be used for storage. You may have a small table and patio chairs on your balcony/patio, but no personal items or indoor furniture.
2. Balconies/patios are Association property, so to prevent damage owners are not permitted to hang anything from the balcony railings or posts. Any flowers must either be sat on the balcony/patio floor or placed on a small table.

IX. INSURANCE

1. The Association covers insurance for Common Areas and Facilities and all buildings, not including the inside of a unit.
2. Owners may purchase insurance coverage for his/her personal property, personal liability and casualty; this insurance is a HO-6 policy. Tenants may purchase insurance for coverage of their personal items; this insurance is a HO-4 policy.

X. AMENDMENTS

These Rules and Restrictions may be subject to change from time to time at the discretion, and by a majority vote, of the Board of Directors.

XI. VIOLATION ENFORCEMENT PROCEDURE

1. There must be evidence of the Rules and Restrictions Violations.
 - A. Evidence is everything. There are two types of violations:
 - a) **Conduct** (noise, etc.)
Written complaints must be reported by an owner/resident.
Members of the Board of Directors are not police or detectives.

- b) **Items** (parking, animals, personal items, etc.)
Pictures or videos may be used as evidence; no signature is required.

B. Written Complaint Procedure

Complaints against anyone violating the Rules and Restrictions must be submitted to the Management Company in writing and must contain the date, signature, address and telephone number of the individual filing the complaint. Copies of the complaint and the identity of the complaining party will be made available to the alleged violator in the event of an Enforcement Hearing.

C. Item Violation Procedure

Violation can be documented using picture or video of the violation and forwarded to the Management Company. Please state the date and address of violation.

2. The owner/resident shall be responsible for any violation of the Declaration, Bylaws or Rules and Restrictions by the owner, guest or other residents, including tenants, of his/her unit.
3. Notwithstanding anything contained in these Rules and Restrictions, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion, may determine.

The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney's fees shall be added to the account of the responsible owner.

4. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
5. In addition to any other action and if applicable, in accordance with the procedure outlined in Number 6 below, the Board may:
 - A. Levy a reasonable enforcement assessment per occurrence, and/or
 - B. If the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
6. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - A. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a) If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and

- b) A description of the property damage or violation; and
 - c) The amount of the proposed charge and/or enforcement assessment; and
 - d) A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- B. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth day after receiving the notice required by Item 6.A. above.
- a) If an owner timely requests a hearing, at least seven (7) days prior to the hearing, the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing will be waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - b) At the hearing, the Board and the alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
 - c) Should the Board of Directors decision at the hearing be against the responsible owner of the violation, the owner will have the opportunity to correct the violation within seven (7) days. If the violation is not corrected within the seven (7) days, the Board of Directors will immediately levy an assessment of \$100.00. If the violation is then ongoing and/or continuous, there may be an additional assessment of \$5.00 per day until the violation is corrected.
- C. The Association may file a lien, an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.
- D. If any owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the voting privileges of the owners.

CHANNELS OF COMMUNICATION

The Board of Directors consists of five individuals who are owners and are elected by their fellow owners. Board members serve without compensation and are responsible for making decisions affecting our Association. Decisions concerning the condominium property are made during the Board's quarterly meetings.

In between meetings, the Association relies on the Management Company to carry out the Board's decisions and to handle all communications by and between the Association's owners, contractors and vendors.

If you have a question or concern about the maintenance of the condominium property, please direct the matter to the Management Company, in writing. In case of an emergency, such as fire, you should contact the Fire/Police Departments.

The Board requests and appreciates your cooperation in respecting that the Board members are not employees and should not be contacted directly on Association related matters outside of the Board Meetings.

Board members are not individually responsible for solving Association matters and can only decide on issues brought to their attention by the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

Please Note: The "Declaration of Condominium Ownership for Brecksville West Condominium," is the Ruling Document for this Association and should any conflict with the Rules and Restrictions occur, the "Declaration of Condominium Ownership for Brecksville West Condominium" shall be the Ruling Document.