

Shaker Courts Condominium

13700 Shaker Boulevard • Cleveland, Ohio 44120 • 216/751-2702

Date: August 21, 1995

To: Unit Owners with Limited Common Areas (Patios)
CC: David Kaman, Board members

Subject: **MANDATORY GUIDELINES PERTAINING TO PATIOS**

The enclosed rules have been approved by the Board and immediately apply to all patios (Limited Common Areas). These rules have been verbally and informally conveyed to patio unit owners over the years but have never been formally published. A published form is needed for new owners.

These rules are in lieu of the "License Agreement" previously distributed. We hope these are more straightforward and easier to understand than the previous document which contained a lot of "legalese".

Please call me at 523-4334 if you have any questions on these Mandatory Guidelines.



Walter H. Duvall
President, Board of Trustees
Shaker Court Condominium Owners Association

MANDATORY GUIDELINES

These Mandatory Guidelines govern the use of limited common areas and facilities by Shaker Courts Condominium unit owners whose units are adjoined by limited common areas and facilities with existing patios, gardens or terraces, and/or limited common areas and facilities wherein any patio, garden or terrace could be created.

These Mandatory Guidelines reflect the provisions of Article 6 A. (1) through (2), inclusive, and Article 6 B. (i) through (iii), inclusive, of the **Declaration of Condominium Ownership** for Shaker Courts Condominiums.

Use of Limited Common Areas and Facilities

General Guidelines

1. Limited common areas and facilities are reserved for **the sole and exclusive use** of those Shaker Courts Condominium Owners whose units are adjoined by limited common areas.
2. Use of limited common areas and facilities by unit owners whose units are adjoined by limited common areas is **determined by the dimensions contained in the blueprint specifications of the Shaker Courts Condominium** on file in the Property Manager's Office.
3. Use of limited common areas and facilities by owners whose units are adjoined by these areas and facilities will **not infringe, impede or intrude upon the privacy** of other unit owners.
4. Any and/or all areas that extend beyond the affected unit's specific dimensions as contained in the blueprint specifications are considered Common Areas, held in joint tenancy with all other Shaker Courts Condominium owners. Any desired changes that affected unit owners wish to make to their respective patios, terraces or gardens, per General Guideline 2, must be submitted to the SCCOA Board of Trustees for review.

Specific Guidelines

1. Requests for constructing a patio, terrace or garden, or renovating/enhancing a patio, terrace or garden must be made in writing and submitted to the Board of Trustees for authorization prior to the start of any construction and/or renovation/enhancement. Written authorization by the Board of Trustees of any written plan submitted by an affected unit owner for the construction of a patio, terrace or garden, or the renovation/enhancement of an existing patio, terrace or garden, does **not constitute** assumption by the SCCOA Board of Trustees of any responsibility or liability whatsoever, with respect to the construction and/or renovation/enhancement by reason of such authorization.
2. Any variance to initial construction plans for a patio, terrace or garden, or variance to an initial renovation/enhancement plan to an existing patio, terrace or garden, must be submitted to the Board of Trustees for authorization, prior to the start of any construction and/or renovation/enhancement.
3. Construction of any patio, terrace or garden, and/or renovation/enhancement of an existing patio, terrace or garden, must comply with the following:
 - A. An impervious weight-distributing protective layer must be placed between any item on the patio, terrace or garden and the roof membrane in the patio terrace or garden area. This includes but is not limited to: decks, planters, plant pots, furniture, appliances, statuary, awning frames, and storage structures.
 - B. The cumulative weight of items does not exceed 50 pounds per square foot.
 - C. A buffer zone of 8 feet adjacent to each wall of other units is left unaltered.
 - D. Placement of doorways and windows are restricted to the positions and widths of the original unit windows.
 - E. Finish on window frames, doors and door frames are consistent with the architectural style and finished in the same color and texture as existing windows and doors.
 - F. All walk ways are constructed with rugged weight-distributing materials at least two feet square to protect the roof membrane beneath the patio, terrace or garden area.
 - G. Placement of fences and/or alterations to existing fences facing the street and their external surface are visually compatible with all adjacent fences. Fence height does not exceed 6 feet above the roof parapet.

4. Affected unit owners, including those owners who purchased their apartment unit **after** the date of conversion to condominium, and who undertake the construction of a patio, terrace or garden, or the renovation/enhancement of a patio, terrace or garden, do so at their sole cost and expense. As such, all affected unit owners are responsible for:

- paying all claims for labor and material used in connection with the construction and/or renovation/enhancement, including the removal/relocation of any and/or all utility lines, cables, poles, sewer/gas meters;
- keeping the condominium property free of mechanics' liens resulting from, or connected with any construction and/or renovation/enhancement; and
- securing the release and discharge of any mechanics' liens that may be filed as a result of any construction and/or enhancement of a patio, terrace or garden

5. Prior to the start of construction and/or renovation/enhancement of a patio, terrace or garden, the contractors employed by the affected unit owners must deposit evidence with the Property Manager that they have in force Ohio Workers' Compensation coverage and Comprehensive General Liability insurance (including Completed Operations Coverage) in their companies and amounts satisfactory to the SCCOA.

6. Contractors and their workers will secure and follow the instructions of the SCCOA Property Manager regarding:

- the unloading and delivery of materials;
- parking;
- use of freight elevators and stairways;
- permitted work hours;
- and any and/or all other work matters relating to the work as the SCCOA Property Manager deems appropriate.

7. Affected unit owners and their contractors will ensure that any patio, terrace or garden that is constructed and/or renovated/enhanced will be done so in a quality, professional manner that is in accordance and consistent with accepted practices in the trade, profession or industry. Affected unit owners and contractors will ensure that any construction and/or renovation/enhancement will take into account the condominium property's

- ° structural integrity;
- ° special features, including the roof covering immediately beneath the patio, terrace or garden; and
- ° other special features, including its historic building designation.

8. Affected unit owners will ensure that the patio, terrace or garden will be constructed, maintained, used and removed without causing damage to the SCCOA roof on which it is located, or any and/or all roof areas adjacent to the patio, terrace or garden. If any portion of the roof sustains damage by, or as the result of the construction and/or renovation/enhancement, maintenance, use, existence or removal of the patio, terrace or garden, the affected unit owners will **assume responsibility at their sole cost and expense** for the

- ° proper and prompt repair of any and all damages in a manner satisfactory to the SCCOA Board of Trustees;
- ° prompt repair of any damage caused to the interior of any units in their respective building(s) caused by any construction, renovation/enhancement, maintenance, use, existence or removal of the patio, terrace or garden.

9. SCCOA reserves the right to make repairs to the roof under or in the vicinity of the affected unit owners patio, terrace or garden. If the patio, terrace or garden, or any part of the patio, terrace or garden interferes with the reasonable making of such repairs, the affected unit owners are required to pay the incremental cost of such repairs incurred solely by reason of the existence of the patio, terrace or garden including, without limitation, any reasonable cost of:

- ° removal and/or replacement of the patio, terrace or garden; or
- ° removal and/or replacement of any part of the patio, terrace or garden

which may be reasonably required in connection with such roof repairs.

10. SCCOA reserves the right of access to the affected unit owners' patio, terrace and garden and any and/or all roof areas adjacent to said owners' patio, terrace or garden at all reasonable times for purposes of inspecting the roof and making repairs.

11. Affected unit owners will use the patio, terrace or garden in a proper and reasonable manner and **comply with all Rules of SCCOA** in connection with the use and enjoyment of the patio, terrace or garden. Affected unit owners will ensure that grilling or cooking on the patio, terrace or garden will be limited to use of electric or bottled gas units, and that an appropriate and properly rated fire extinguisher will be kept in the immediate cooking area at all times during grilling or cooking. Affected unit owners will discontinue any such grilling or cooking when any

- ° such grilling or cooking violates local safety and/or health ordinances; and/or
- ° when any such grilling or cooking creates a nuisance.

12. Affected unit owners are required to restrict all persons using their patio, terrace or garden from walking upon or otherwise using any of the areas of the roof adjacent to but not part of the affected unit owners' patio, terrace or garden.

13. In consideration of the privacy rights that all Shaker Courts Condominium owners are entitled to, affected unit owners who use their patio, terrace or garden for purposes of entertaining, are **required to keep all noise levels to a minimum**. Any stereos, c.d. player units, or any and all other electronic equipment **must be turned off by 11:00 P.M.** Any and/or all loud, unruly or disruptive behavior of affected unit owners and/or their guests **will not be tolerated**. Any such behavior will be reported to Shaker Courts Condominium Security and/or the Cleveland Police Department for disposition.

14. Affected unit owners will defend the SCCOA and indemnify and hold the SCCOA harmless from and against

- (a) all claims, demands, actions, causes of actions, loss, cost and expenses for injury to or death of any persons; and/or
- (b) any and/or loss or damage to the property of any persons, including that of the affected unit owners, or of their agents, contractors, employees, tenants, invitees and licensees

that are connected directly or indirectly with

- ° SCCOA's written authorization to proceed with the construction and/or renovation/enhancement of a patio, terrace or garden; and

- ° the affected unit owners' exercise of any of the rights and privileges herein authorized or conferred upon the affected unit owners, caused by or contributed to by the negligence of the affected unit owners, their respective agents, employees, tenants, invitees or licensees.

15. The SCCOA Board of Trustees assumes no responsibility and/or liability for any claims of misrepresentation relative to affected units' limited common area square foot limitations and/or restrictions relative to the use of limited common areas and facilities, at any time prior to, during, or subsequent to the sale of an affected unit. Full and total responsibility for the discharge of any and all such claims is the joint and/or several responsibility of the real estate broker, real estate agent, and/or individual unit owner who offers for sale and/or sells the affected unit.

16. Affected unit owners will maintain a Condominium Unit Owner's Policy with personal liability and property damage coverage in an amount of not less than \$300,000 and excess liability coverage of \$1,000,000. Upon request and annually thereafter, the affected unit owners will provide the SCCOA Property Manager with appropriate certificates showing that such insurance is in effect. SCCOA will be named as an insured in said policies.

17. Written authorization by SCCOA Board of Trustees to permit construction and/or renovation/enhancement of a patio, terrace or garden may be revoked and terminated by the SCCOA Board of Trustees at any time, when:

- ° affected unit owners fail to comply with any one of the general and/or specific Mandatory Guidelines, or the Rules of SCCOA; and/or
- ° SCCOA Board of Trustees determines, at its sole discretion, that the existence and use of the patio, terrace or garden results in **nuisance, noise, annoyance, complaints, leaks, administrative difficulties, or otherwise**, such as to require the revocation and termination of use of limited common areas as patios, terraces or gardens.

Prior to revocation and/or termination of written authorization, affected unit owners will be given a thirty (30) day advance written notice to abate any violation, if the violation is of a type which requires time for abatement. Upon any such revocation and/or termination, affected unit owners, **at their sole cost and expense**, will

- remove the patio, terrace or garden promptly; and
- restore the limited common areas to their original condition prior to the construction and/or renovation/enhancement of the patio, terrace or garden, except as expressly authorized by SCCOA in writing.

These Mandatory Guidelines have been approved by the Board of Trustees of the SCCOA.