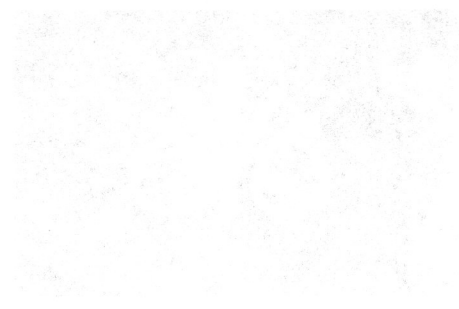




**SHAKER COURTS
CONDOMINIUM ASSOCIATION**

**RULES, REGULATIONS
AND PROCEDURES**

January 2023



THE
UNITED STATES OF AMERICA

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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RULES, REGULATIONS, AND PROCEDURES

Shaker Courts Condominium Unit Owners' Association, Inc. ("SCCA" or "Association")

1. SHAKER COURTS CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

1.1 ABOUT THE SCCA

The Shaker Courts Condominium Property, which is operated and managed by the Association, consists of seven buildings located on Shaker Boulevard. Each Building has a separate lobby entrance. The buildings are numbered: 13400, 13500, 13600, 13610, 13700, 13710, and 13720. The entry to 13400 faces Van Aken Boulevard.

There are two (2) parking garages, one on the upper level and one on the lower level. The lower-level garage spans all seven (7) buildings and provides passage between the buildings. The upper-level garage spans the 13700, 13710, and 13720 Buildings.

The seven buildings share two (2) general access patios, upper and lower parking garage, three (3) laundry rooms, and a FOB system that allows entry via any of the building front or side doors and entry to both garages. (See also Sec. 4.5 *General Access Patios*; Sec. 4.2 *Garage, Vehicles, and Parking*; Sec 4.3 *Laundry Rooms*)

The USPS delivers mail and packages to each building's mailroom. Each unit has a secure mailbox accessible via a mailbox key. Courier mail and packages that do not fit the mailbox are delivered to the Garage Office. Occupants receiving packages must note in the delivery instructions to have the package delivered to the Garage Office. Recipients will be notified of all deliveries received at the Garage Office. (See also Sec. 3.7 *Mail, Packages, and Deliveries*)

1.2 THE BOARD OF DIRECTORS

The SCCA is governed by a Board of Directors composed of up to seven (7) Unit Owners, and their spouse or partner, who are in residence at Shaker Courts. Directors are elected each May at the Annual Meeting to staggered two-year terms. The Board elects the officers and appoints all committees and committee chairs. The Board appoints officers consisting of one (1) President, one (1) Vice President, one (1) Secretary, one (1) Treasurer. The other three (3) Board members are Members-at-Large.

For the names of current Board of Directors and their contact information, consult the list posted on the bulletin board in each mailroom.

Among other duties, the Directors are responsible for setting the annual budget and overseeing the management of the condominium property.

1.3 THE MANAGEMENT

The SCCA Manager's Office is located in the 13610 building and is staffed Monday through Friday from 8:00 AM to 4:00 PM.

- SCCA Manager's Office
13610 Shaker Boulevard, Unit 103
Cleveland, OH 44120
- Office: 216-751-2702
- Cell: 216-269-3897
- Fax: 216-303-9743
- Email: manager@shakercourts.com

The SCCA Garage Office is located in the lower garage at the 13700 building and is staffed 24/7.

- SCCA Garage Office
13700 Shaker Boulevard
Cleveland, OH 44120
- Office: 216-561-9871
- Cell: 216-956-5493

In the event of a facility emergency, call the Garage Office Cell at 216-956-5493.

Association Holidays when full-time staff will not be on site:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

1.4 SCCA STRUCTURE

All Unit Owners are members of the SCCA. The SCCA is governed by a Board of Directors, elected by the Unit Owners each May at the Annual Meeting. The Board in turn elects the officers of the SCCA and appoints all committees and committee chairs.

The SCCA relies on the Community Association Manager to carry out the Board's decisions and to handle all communications by and between the SCCA and Unit Owners,

Occupants, contractors and vendors. Individual Board members do not resolve problems or make decisions for the SCCA. They carry out their responsibilities through Board action, decided by majority vote at Board meetings, relying on the Property Manager to implement Board decisions.

Pursuant to the Bylaws, the Board may amend the Rules, Regulations, and Procedures by a majority vote of the whole number of the Board members. Following any such changes, all Unit Owners will be notified. The SCCA website will be updated to reflect all changes.

The recorded Declaration, Bylaws and amendments are the legally binding documents for the SCCA. These Rules, Regulations, and Procedures are intended to supplement, not replace, the Declaration and Bylaws. Therefore, if there should be an inadvertent discrepancy between these Rules, Regulations, and Procedures and the legally binding documents, the Declaration, Bylaws and amendments will govern.

Unit Owners and Occupants are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor or staff hired by the Association whether the contractor is on Condominium Property or not. The requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trades community. Any Unit Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to, correcting work performed not in compliance with the agreement, retaining a new contractor, and the cost to have the contractor return to the Condominium Property.

2. INDIVIDUAL UNITS AND UNIT OWNERS

2.1 GENERAL

Each Unit Owner must keep their Unit in good order and repair at all times. The Unit Owners are responsible for violations of the Rules and Regulations committed by their families, occupants, guests, tenants, employees, or agents. All costs for cleaning and/or repairs stemming from a violation of the Rules and Regulations will be the responsibility of the Unit Owner.

2.2 USE OF UNITS

Units are to be occupied as residential Units only. Occupants can use the unit as a quiet home office, provided the use is not disruptive to other residents. Commercial deliveries to the Unit are prohibited.

Units can be leased for no more than 60 months, cumulative. (See Sec. 3.5 *Leasing and Rental of Units*)

2.3 UNIT OCCUPANCY LIMITS

Occupancy of a Unit is limited to no more than 2 persons residing per bedroom, with "residing" meaning more than 30 nights out of any twelve-month period. For the purposes of this section only, any person 36 months of age or younger will not be counted in determining whether the occupancy limits have been reached or exceeded. For occupancy limits, refer to Amendment #201304110414 filed on April 11, 2013.

2.4 INSURANCE

Only the Board may submit Claims against the SCCA insurance policy. Unit Owners who are not on the Board are prohibited from filing claims against the Association's insurance policy.

Unit Owner's individual insurance coverage should dovetail with the SCCA insurance policy. It is suggested that the Unit Owner's insurance agent(s) contact the Manager's Office for more information. Unit Owners are responsible for the Association's insurance deductible if damage occurs to their unit by casualty loss and the Association files a claim. Unit Owners should carry "loss assessment coverage" in an amount equal to the Association's deductible.

Unit Owners are required to submit proof of insurance to the Manager's Office.

2.5 CENSUS INFORMATION

As required by the State of Ohio, within 30 days after a Unit Owner buys a Unit, he/she must provide the completed Census form to the Manager's Office.

Within 30 days after a change in any of this information, or of a new person taking occupancy in the Unit, a Unit Owner must notify the Manager's Office of the change. When the Manager's Office requests, a Unit Owner must verify or update this information.

The Manager's Office will collect an updated Census form from every Unit Owner each year during the annual census.

Copies of the Census form are available at the Manager's Office, or under Sec. 10 Forms.

2.6 FEES, ASSESSMENTS, AND RENTALS COLLECTION POLICY

Unit Owner payments to the SCCA for all monthly association fees, assessments, garage and storage rentals, and other charges are due on or before the first day of each month. A payment received after the 10th day of the month is considered late and will result in the imposition of administrative late fee(s).

GARAGE PARKING

If overdue payments and late fee(s) are not received in full by the last day of the month, garage parking will be revoked. (See Sec. 4.2 *Garage, Vehicles, and Parking*)

STORAGE SPACE(S)

If overdue payments and late fee(s) are not received in full by the last day of the month, garage storage space(s) will be revoked. (See Sec. 4.4 *Storage Space*)

The Association will credit payments made by a Unit Owner in the following order:

1. First, to administrative late fees owed to the Association
2. Second, to collection costs and all legal fees incurred by the Association; and,
3. Third, any remaining amounts the Unit Owner owes to the Association.

2.7 NOISE

No noise or disturbance that is audible outside of the Unit shall be carried on before 8:00 AM or after 10:00 PM Monday through Friday, and before 9:00 AM or after 10:00 PM on Saturdays, Sundays, and Association Holidays. This includes owners doing any maintenance in their unit and running machines, like a vacuum cleaner. (See Sec. 5.6 *In-Suite Construction*)

If there is repeated disturbance, report such incidents to the Manager's Office. If there is a disturbance after office hours or there is a safety issue, call the police to report the problem.

2.8 WINDOWS AND UNIT DOORS

WINDOWS

Unit Owners are responsible for the maintenance and replacement of all windows, storm windows and screens in their Units, including the frames and all window hardware. Unit Owners must keep all windows in operating condition and should replace outdated windows to improve energy efficiency within the complex. Window replacements and modifications are prohibited without advanced written approval from the Manager's Office to assure compliance with SCCA standards provided by the Manager's Office.

UNIT DOORS

All unit doors are the responsibility of the Unit Owners to maintain and replace when needed. Paint around the door and the door must be the same white color as the rest of the lobby. Paint for the outside door and trim can only be updated by Association staff. No other paint color is acceptable. Prior to any repairs or replacement, Unit Owners must receive written approval from the Manager's Office.

2.9 AIR CONDITIONERS

The installation of central air conditioning must be approved in advance by the Board. (See Sec. 5.2 *Structural Alterations*)

Window air conditioners must be correctly installed so condensation dripping from the unit does not hit common areas and/or other unit's window sills. Unit Owners and Occupants are responsible for repairs to any Unit or Common Element resulting from condensation, leaks, or drips.

Window air conditioners may be installed only between May 1 and November 1 each year, unless an exception is approved in writing in advance by the Manager's Office.

2.10 TRASH, RECYCLING, AND COMPOSTING

TRASH

Trash is collected daily during the morning hours by SCCA staff. Occupants must place bagged and tied trash outside by the back doors for pick-up before 7 AM. If trash is placed in the afternoon, it will not be removed until the following morning.

Empty or partially full paint cans must be filled with cat litter and have their lids firmly in place and be taken to the Garage Office for proper disposal.

Packing materials must be recycled—all boxes must be flattened and newsprint or plastic wrap bundled; Styrofoam should be packed separately in plastic bags. Moving and packing materials are prohibited from being placed with regular trash outside Unit back doors as the daily trash pickup does not include removal of such items. Bags of trash should weigh no more than 40lbs each. (See also Sec. 3.6 *Moving In/Out*)

RECYCLING

All recycling materials can be discarded in one recycling bag. As with any recycling program, all containers should be rinsed. Use approved recycling bags (refer to Manager's Office for current details), not plastic bags used to bag groceries. Recycling items can be left by the back door for pick-up.

Newspapers can be tied in bundles or put in a brown paper bag. No plastic bags should be placed in the recycling bins. Cardboard boxes must be flattened so they are manageable. Contact the Manager's Office for the recycling flyer for more information.

There is a separate collection process for glass containers. Glass can be recycled via the collection receptacles located at collection points in the upper and lower garages. The custodial staff will not sort regular recyclable bags to remove the glass containers.

For recycling of computers, electronic parts, window air conditioning units, motor oil, and so on, call:

- City of Cleveland Solid Waste Disposal Division at 216-664-2110, or
- Cleveland Recycling Hotline at 216-664-3711

COMPOSTING

SCCA has a food compost program. Residents must use compostable bags to contain discarded food. The bags should be tied closed, put out with regular trash, and placed on a container/tray to avoid spills. Compostable bags can be purchased through the Manager's Office.

2.11 USE OF SINKS AND DRAINS FOR TRASH DISPOSAL

The plumbing and pipe networks servicing the SCCA are more than 80 years old. Occupants are prohibited from using toilets, sinks and drains for the disposal of trash and/or garbage. Disposable diapers, wipes, sanitary products, any items labeled as 'flushable', and anything other than toilet paper designed and sold as toilet paper, are prohibited to be thrown down the toilet. They will cause building-wide plumbing blockage, and you will be assessed all uninsured costs associated with repairing the damage.

2.12 GARBAGE DISPOSALS

Garbage disposals are prohibited. Food waste must be wrapped and bagged for daily trash pickup. Any damage from misuse of plumbing facilities will be the responsibility of the Unit Owner.

2.13 REAL ESTATE OPEN HOUSES AND ESTATE SALES

REAL ESTATE OPEN HOUSES

Real estate open houses may be held provided that the Manager's Office is notified in advance.

All prospective buyers must be escorted at all times by the Unit Owner, listing real estate agent, or an associate. A representative of the listing agent or Unit Owner must be located at the front door of the building in which the Open House is taking place.

Open House signs are permitted on SCCA Property on the day of the event only.

ESTATE SALES

Estate sales may be conducted on condition that the Manager's Office is notified 14 days in advance. Estate sales may be conducted only during limited time periods as determined by the Manager's Office.

A representative of the Estate Sale or Unit Owner must be located at the front door of the building in which the sale is taking place. Prospective buyers must be escorted between the front door of the Building and the Unit in which the estate sale is held.

Estate Sale signs are permitted on SCCA Property on the day of the event only.

3. GENERAL RULES

3.1 DECORATION OF FOYERS AND HALLWAYS

Decorations in the Common Elements, including the hallways on each floor, are generally consistent with the overall historical architectural features of the Condominium Property. Unit Owners should remember that their property begins inside their front door and that any decorative or printed materials must be kept within the confines of the Unit. Any Unit Owner or group of Unit Owners wishing to alter existing finishes or add items to a Common Element must receive prior written approval from the Board. In the case of decorative changes to any lobby where changes are proposed by and will be paid for by individual Unit Owners, all affected Unit Owners must endorse the proposed change(s) in writing.

Holiday decorations must be removed promptly two (2) weeks after the holiday and are prohibited more than two (2) weeks before the holiday.

3.2 POSTING OF SIGNS AND INFORMATION

The bulletin boards in each Building are for the posting of SCCA news and information. Unit Owners wishing to post signs and information need to contact the Manager's Office for stamped approval. Approved materials on bulletin boards will be removed when appropriate. Posting anything on the bulletin boards without written Manager approval is prohibited.

The monthly SCCA Newsletter provides a venue to post personal items that Occupants might want to give away or sell. See the SCCA EXCHANGE section of the Newsletter.

3.3 SMOKING

Smoking, vaping, and tobacco use of any kind is strictly prohibited in all Common Elements. This includes all elevators, hallways, foyers, and garages. Smoking is prohibited within 30 feet of building entrances. Occupants and guests are reminded to be considerate of their neighbors.

Occupants must ensure that smoke from their unit does not infiltrate either common areas or other units, and must take all responsible measures to ensure smoke is contained within their unit.

3.4 PETS (excluding assistance animals)

The opportunity to keep a pet in a Unit is a privilege. Occupants are responsible for the actions and behavior of their pets. Compliance with pet registration and rules is mandatory. (See Sec.10 *Forms*)

Pet owners are financially liable for any damage or injury caused by their pet to other persons or property, including Common Elements and SCCA employees, as a result of the pet's conduct. Any such injury or damage amounts will be researched by the Manager and reported to the Board by the Manager.

REGISTRATION, SIZE, AND NUMBER OF PETS

- All pets must be registered with the Manager's Office as part of the Unit census.
- Only domesticated house pets are permitted. Non-household pets are prohibited. Non-household pets that are prohibited include, but are not limited to rabbits, livestock, fowl, poultry, pigs, snakes or other reptiles, horses, and wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet.
- Each Unit is permitted to permanently house no more than two (2) dogs and/or cats. Requests to house additional pets must be submitted to the Manager's Office for a decision of the Board.
- No dog will be permitted without a dog license (issued by the City of Cleveland). Copies of all paperwork demonstrating license must be on file with the Manager's Office.
- All pets shall be current with their rabies vaccine, if applicable. Proof of rabies vaccine must be on file with the Manager's Office.
- Pet owners moving from out of state are allowed 30 days to comply with vaccine and license requirements.

RULES

- Pets (excluding assistance animals) are prohibited on any Common Element rooftop patios.
- All pets must be leashed when in the Common Elements. Pets must be accompanied by an Occupant in the Common Elements. Pets (assistance animals excluded) must be transported in service elevators, when available. When a service elevator is not available, pets should be held in the owner's arms, when possible, in the passenger elevator.
- Per ordinance Section 205.02 of the City of Cleveland, all dog walkers must pick up and dispose of all dog droppings, which include public sidewalks and the RTA right-of-way. All dog droppings must be disposed of in the outside trash cans and cannot be thrown away inside any building.
- Accidents caused by a pet in a Common Element must be reported to staff as soon as possible. If the accident is on a hard surface and can be wiped up, it is the pet owner's responsibility to do so immediately.

- Cat litter must be securely tied in an air-tight plastic bag and deposited in proper trash pick-up locations for disposal. Under no circumstances should litter or cat waste be disposed of in laundry rooms, toilets or placed in any container for disposal other than the type described here.
- Pets must be controlled both in your Unit and in the Common Elements. Examples of behavior that create an unreasonable disturbance for the purposes of this paragraph are:
 - Pets whose behavior causes personal injury or property damage.
 - Pets who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for two (2) hours or more to the disturbance of any occupant at any time of day or night.
 - Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
 - Pets who relieve themselves on walls or floors of Common Elements.
 - Pets who exhibit aggressive or dangerous or potentially dangerous behavior.
- All visiting pets, that is, those not permanently housed in a Unit, are subject to the Rules relating to a permanently housed pet, including the Rules governing conduct.

3.5 LEASING AND RENTAL OF UNITS

Leasing or sub-leasing a Unit for transient or hotel purposes, defined as periods of fewer than 6 months, or providing hotel laundry and similar services, or roomers/boarders is prohibited. Leasing for six months or more is permitted subject to Board approval and the rules set forth here.

The Unit Owner must provide the Manager's Office with the following information before the tenant takes up residence:

- Copy of signed and dated lease
- Full name of tenant(s) on the lease
- Name(s) of other Occupant(s) not on the lease
- Telephone number and email of tenant and Occupant(s)

The Unit Owner is responsible for making any tenant aware of the *Rules, Regulations, and Procedures*.

The Unit Owner is responsible for tenant violations of the Declaration, Bylaws or *Rules, Regulations, and Procedures*. The Unit Owner shall be responsible for rule enforcement, assessments, and all other damages, and any recourse the Unit Owner may wish to take against a tenant(s) who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant(s).

The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws and *Rules, Regulations, and Procedures*.

The Unit Owner will have a maximum of a five-year cumulative period to lease her/his Unit. (See also *Amendment* dated 4/11/2013 for further details.)

3.6 MOVING IN/OUT

The Manager's Office must be contacted in writing in order to schedule a move in or a move out date (including between buildings in Shaker Courts). A one-week notice is required to move. The party planning a move must instruct any mover to contact the Manager's Office directly for specific moving procedure instructions. Anyone moving in or moving out must complete a "Moving Agreement". Along with a moving fee, a deposit for damage and security will be collected by the Manager's Office.

The hours for moves are as follows:

- Monday – Friday 8:30 AM – 6:30 PM
- Saturday – Sunday 9:00 AM – 6:30 PM

Moves are not permitted on Association Holidays.

All moves must be accomplished exclusively by use of the service and rear entrances. For the 13400-13500 Buildings, contact the Manager's Office for use of entrances. Passenger elevators and front entrances of Buildings may not be used in Buildings where service elevators are available. Movers must adhere to all the SCCA Rules, Regulations, and Procedures that pertain to the Common Elements.

Moves involving the passenger elevators in the 13400-13500 Buildings must utilize the protective pads for those elevators. These pads are available from the Manager's Office and will be installed and removed by SCCA employees.

Any damage or additional cleaning caused by a move are the responsibility of the Unit Owner, and a fee will be assessed by the Manager's Office and deducted from the deposit.

Packing materials must be recycled—all boxes must be flattened and newsprint or plastic wrap bundled; Styrofoam should be packed separately in plastic bags. Moving and packing materials are prohibited from being placed with regular trash outside Unit back doors as the daily trash pickup does not include removal of such items.

3.7 MAIL, PACKAGES, AND DELIVERIES

Mailboxes are the property of the United States Postal Service (USPS). If a mailbox key needs to be replaced, contact the Manager's Office. The Garage Office accepts delivery

of all packages that do not fit in USPS mailboxes. Occupants will either pick up their packages or request to have all packages delivered. Occupants will be notified when a package is received by the Garage Office.

All deliveries and removals of objects, including furniture and appliances, must be made by use of service elevators, when available, and through the side entrances. See Manager's Office for the 13400-13500 Buildings for entrance instructions. Elevator pads must be used when large items are being delivered.

The Manager's Office must be notified in advance of any planned major deliveries or removal of large household articles.

All damages to the Common Elements and Buildings caused by delivery or removal of any objects are the responsibility of the Unit Owner. Fees will be assessed by the Manager's Office.

3.8 GROCERY CARTS

The SCCA provides carts for Occupants to transport groceries from the garage to their Units. The carts can be found near garage entry doors for each Building. These carts are for all Occupants to use and must be returned promptly.

Utilize the service elevator when using a cart. Since the 13400 and 13500 Buildings do not have service elevators, Occupants are urged to use care when riding the passenger elevators with shopping carts.

Occupants cannot leave the carts in any hallway or in an elevator, as doing so will cause safety hazards.

4. COMMON ELEMENTS

4.1 PASSENGER AND SERVICE ELEVATORS

Passenger elevators are for the use of Occupants and guests in each entry and must not be monopolized or detained.

Persons transporting laundry, dollies or grocery carts, and pets (excluding assistance animals) must use the service elevators in the 13600, 13610, 13700, 13710 and 13720 Buildings. Occupants of the 13400 and 13500 Buildings, with no access to service elevators, are asked to be considerate of others in their use of the passenger elevators. (See Sec. 3.4 *Pets*, Sec. 3.6 *Moving In/Out*)

Passenger elevators in the 13400 and 13500 Buildings must be padded during any move in or move out. Elevator pads must be used when large items are being delivered. (See also Sec. 3.7 *Mail, Packages, and Deliveries*; Sec. 3.6 *Moving In/Out*)

4.2 GARAGE, VEHICLES AND PARKING

PARKING SPACE ASSIGNMENT

All parking spaces are assigned by the Manager's Office based on the availability of appropriate parking spaces. Prior to any space assignment, each Unit Owner or Occupant must do the following:

1. Complete the Garage Space Vehicle Registration and Agreement Form and register with the Manager's Office. Information must be kept current at all times. (See Sec. 10 *Forms*)
2. Provide a duplicate set of keys for the vehicle(s) which will be kept under lock and key.

Failure to comply will result in the revocation of the parking space.

Garage spaces are Common Elements. There are no permanently assigned spaces. From time to time, it might be necessary to re-assign parking spaces. Parking of vehicles, except in designated areas of the garage, is prohibited.

PARKING SPACE RULES

- The Upper and Lower garages have limited parking spaces.
- The Manager's Office will assign parking spaces and maintain the Waitlist (based on date of request) for first/second/tandem parking spaces.
- The garage has side-by-side spaces, tandem spaces, and a limited number of single spaces. In most cases, Occupants in one (1) household with two (2) vehicles will be asked to park in tandem spaces. If the tandem space is declined, the Occupants' names will go to the bottom of the Waitlist for one (1) single space and the Waitlist for one (1) second space.
- No more than two (2) spaces may be available to any one (1) Unit. If there is only one (1) licensed driver in a Unit, only one (1) parking space is allowed. A licensed driver cannot occupy more than one (1) parking space.
- If a Unit Owner is currently paying for and using an assigned parking space, when they sell their unit a parking space within the garage will transfer with the sale of the unit, if desired. The new Unit Owner's parking space may not be the same space that the prior owner occupied. Unit Owners with two spaces can only transfer one space with the sale of their unit. New Unit Owners wanting a second space will be added to the waitlist for the second space.
- Occupants who decline the offer of available spaces will be moved to the bottom of the Waitlist.
- Occupants who need special accommodation should contact the Manager's Office. When an accommodation cannot be met, valet services are an option.

- Current Occupants with parking who wish to exchange to a larger vehicle will not be guaranteed availability of a larger parking space.
- Any change in the number of licensed occupants per Unit will change the number of parking spaces allocated to the Unit. The change will result in the parking space allocation reverting to one (1) space per unit. A 90-day grace period will be granted for the Unit Owner to finalize arrangements to vacate the second space and to remove the vehicle from the parking garage.
- There is no sub-leasing of a parking space. That is, a parking space can only be used as assigned by the Manager's Office, unless otherwise noted by the Manager's Office. The Manager's Office will revoke the parking privilege for all parties involved. A fine will be assessed for the infraction. At the discretion of the Manager, all parties might be placed at the bottom of the Waitlist.

Any violation of the above will result in the revocation of a parking space and/or the placement of a Unit Owner to the bottom of the Waitlist, as determined by the Manager's Office.

UPPER AND LOWER GARAGE RULES

- Unit Owner payments to the SCCA for all monthly association fees, assessments, garage and storage rentals, and other charges must be current in order to retain a garage parking privilege.
- If overdue payments and any late fee(s) are not received in full by the last day of the month, garage parking will be revoked. The Unit Owner will be asked to remove his/her vehicle(s). The vehicle(s) may be removed by the SCCA and stored at the Unit Owner's expense. The parking space will be allocated to the resident next in line on the Wait List. Once all payments are current, the Unit Owner can re-apply for garage parking; he/she will be placed at the end of the Waitlist. (See Sec 2.6 *Fees, Assessments, and Rentals*)
- All vehicles must bear current license tags and be in working condition at all times. Unit Owners and Occupants must drive their vehicles monthly to avoid maintenance issues.
- If any vehicle is leaking oil or mechanical fluids, the vehicle must be fixed immediately or removed from the Garage. All automobile and motorbike repairs in the garage are prohibited, except jumping a battery or changing a flat tire.
- All vehicles are parked in the Garage at the sole risk of the owner. SCCA assumes no responsibility for the loss, damage, theft or misuse of vehicles parked in the garages or temporarily parked on adjoining streets. Damage caused to any Common Elements or SCCA property is the responsibility of individual vehicle owners.
- Vehicles taller than 74 inches are prohibited from entering the Garage.
- No personal property may be stored in the garage except in fee-based storage lockers and rooms. (See sec 4.4 *Storage Space*)
- If a driver causes recurring damage to the garage or other cars, parking privileges will be revoked.

- At the Manager Office's discretion, a driver may be required to have Garage valet park and retrieve their vehicle; or risk losing their parking space.
- The SCCA has the right to remove any vehicle that is parked in violation. All violation fees will be applied to the Unit Owner.
- The speed limit in the garage is 3 mph.
- There is no idling of engines in the garage.
- No third-party deliveries may take place in the garage without prior authorization from the Manager's Office.

A violation of any of the above by a Unit Owner will result in the revocation of a parking space and/or the removal of their vehicle. Any vehicle removed by the SCCA because of a violation shall be at the Unit Owner's risk and expense, and the removed vehicle shall be stored at the Unit Owner's risk and expense.

BICYCLES AND MOTORBIKES

- Bicycles and motorbikes must be registered with the Manager's Office and stickered.
- Storage of bicycles and motorbikes is not permitted in any lobby or hallway. Bicycles and motorbikes are to be stored only in designated areas in the Lower garage.
- All bicycles and motorbikes are stored at the sole risk of the owner. SCCA assumes no responsibility for the loss, damage, theft or misuse of vehicles stored in the garages or temporarily parked on adjoining streets. Damage caused to any Common Elements or SCCA property is the individual responsibility of the owner.
- Storage of bicycles and motorbikes except in designated areas of the garage is prohibited.

A violation of any of the above by a Unit Owner will result in the permanent removal of the bicycle and/or motorbike.

OVERNIGHT PARKING FOR GUESTS

- Occupants expecting overnight guests may ask the Manager's Office whether garage space is available.
- Keys must be left with the Garage Office, and a fee will be charged to the Unit Owner or Occupant. Inform the Manager's Office in advance for pre-authorization.
- Occupants may vacate their own space for use by a guest, personal employee, or contractor. Inform the Manager's Office in advance to avoid confusion.
- The Manager's Office may provide overnight parking for residents during a snowstorm, based on availability of spots, at a fee, which will be determined by the Manager's Office.

A violation of any of the above will result in the removal of a vehicle at the risk and expense of the Unit Owner who hosted the guest.

CAR WASH

- A car wash bay is located in the Lower garage.
- Car washing is permitted from 6 AM to 10 PM daily.

4.3 LAUNDRY ROOMS

There are three (3) laundry rooms within the SCCA Property.

- One is located in the Lower Garage by the entrance to the 13500 Building.
- The second is located in the Lower Garage by the entrance to the 13600 Building.
- The third is located in the 13700 Building near the Upper Garage exit.

Laundry must be promptly removed from washers and dryers when the cycle is complete. Stationary tubs and dryer lint traps should be cleaned after each use. Washers and dryers should be wiped clean after each use. Paper towels and cleaning supplies are provided in each laundry room.

Occupants are prohibited from leaving the laundry room windows open or unlocked.

Notify the laundry service directly to report any machine malfunction. If possible, leave a note on the machine for others warning them that the machine is out of order.

4.4 STORAGE SPACES

Storage spaces located in the SCCA complex can be rented by Unit Owners for a monthly fee, as assessed by the Manager's Office. There are storage lockers or storage spaces located throughout the SCCA. No personal property may be stored outside any storage space. Unit Owners interested in renting storage space should contact the Manager's Office.

Combustible materials are prohibited from being stored in any storage space. Food, perishables, or any item that would attract vermin are also prohibited from being stored.

The Manager's Office will conduct an annual inspection of all storage spaces.

Unit Owners are responsible for locking and maintaining their storage space(s). Failure to pay the rental fee for more than 30 days will be treated as an abandonment of the space(s) and its contents. The Manager's Office will reclaim abandoned space(s) and discard its contents after notice to the Unit Owner.

The Unit Owner's personal insurance must provide coverage for any loss or damage to the contents within the storage space(s).

Except for storage spaces, as arranged through the SCCA office, Common Elements are not to be used for the storage of any personal property.

4.5 ROOFTOP PATIOS

ROOFTOP PATIOS

All Building rooftop patios, except for Limited Common Element Patios, are Common Elements, and their reasonable maintenance and repair is the responsibility of the SCCA.

GENERAL COMMON ELEMENT PATIOS

General Common Element Patios are provided on the Common Element rooftop areas of the 13400 and 13710 Buildings for all Unit Owners and Occupants' enjoyment. SCCA has provided suitable outdoor furniture on these patios. All pets, except certified service animals, are prohibited from any general access patios.

Unit Owners and Occupants cannot leave personal items on the General Common Element Patios. For example, personal furniture, exercise equipment, cooking equipment, and so on.

To prevent injury and damage to other Units and adjacent property, nothing must be thrown or discarded from any rooftop area. Smoking is prohibited in all Common Elements; hence, smoking is prohibited in all General Common Element Patios. (See Sec 3.3 *Smoking*)

LIMITED COMMON ELEMENT PATIOS

Certain Unit Owners have exclusive use of Limited Common Element Patios. These patios are identified in the Declaration. These Unit Owners are responsible for paver repair costs due to damage caused on their patio. The Manager's Office will assess charges for the paver repairs or replacement.

Unit Owners with Limited Common Element Patios are responsible for all damages to the roof membrane, drainage system, neighboring Units and Common Elements caused by negligence or deliberate acts by Occupants or guests as well as any damage incurred during construction alteration to the Patio. Repairs and cleanups will be charged to the Unit Owner(s). Any cost incurred by the SCCA to remove the patio roof materials for any reason deemed necessary by the SCCA will be the sole responsibility of the Unit Owner with the Patio. Refer to the "Mandatory Guidelines Patio" document dated August 21, 1995 for specific details.

All patios must be completely cleaned twice a year – in April and October. This will include removing any debris and plant life between the pavers, various plants and trees, and dirt.

Unit Owners with Limited Access Patios that have outdoor faucets or watering systems are responsible for winter shutoffs, maintenance and any damage to Common Elements and adjacent Units caused by any outdoor watering element.

Plans for any alterations to Limited Common Element Patios must be submitted to the Manager's Office and have prior written approval by the Board of Directors to ensure that the Building roofs are properly protected and so that the roofs may be accessed for periodic inspection and repair before any alteration begins. Unit Owners must comply with all building and fire codes and get the necessary permits for the City of Cleveland. Copies of specific engineering and load bearing documents affecting usage of Limited Common Element Patios are available from the Manager's Office. Within 30 days after receipt of such application, the Board will notify the Unit Owner in writing of its approval (with any constraining conditions) or disapproval (with reasons).

4.6 OUTDOOR GRILLING

Outside cooking on General and Limited Common Element Patios is permitted on electric grills only. SCCA has provided electric grills on the 13400 and 13710 General Access Patios. Unit Owners and Occupants must clean the grills after each use.

In accordance with the Ohio Fire Code, gas grills or other types of open flame devices are prohibited from being used within 15 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on General and Limited Common Element Patios.

Violations of this Fire Code should be reported to:

- Fire Prevention Bureau at 216-664-6664

5. CONSTRUCTION, REPAIRS, REMODELING, AND ALTERATIONS

5.1 REMODELING AND ALTERATIONS

Proposed work within individual Units must be coordinated with the Manager's Office and approved by the Board. To adhere to City of Cleveland building and housing codes, Unit Owners must hire licensed and bonded electricians, plumbers and contractors for any renovations other than minor repairs as defined in the City codes. Unit Owners, upon request by the SCCA property manager, must provide proof of compliance with all applicable codes.

Any structural alteration or remodeling project must be submitted via a written request to the Board for permission not less than 30 days prior to the date of proposed alteration. Support for written requests may include specifications and blueprints. Generally, within 30 days after receipt of a written request, the Board will notify the Unit Owner in writing of its approval (with any constraining conditions) or disapproval (with reasons).

Any Unit Owner or other person who proceeds with a structural alteration without the advance written approval of the Board will be required to cease and desist from

proceeding further upon the request of the Board, and/or restore the Unit, at the Unit Owner's sole expense and risk, to the condition immediately prior to commencement of the unauthorized work. The Board will have the final decision as to the satisfactory restoration of the Unit.

CONSTRUCTION PERMITS

After receiving prior approval, Unit Owners making alterations to their Units are responsible for securing the proper City of Cleveland building permits. If law requires an inspection, the Property Manager must be notified so that a representative may be present at such inspection.

Any remodeling alterations done without prior management approval will be subject to a fine and must cease work until compliance requirements are met.

5.2 STRUCTURAL ALTERATIONS

The Board of Directors must review and approve all requests in writing to make a structural alteration to any Unit. A structural alteration includes, but is not limited to, the following:

- removing or altering any interior wall, in whole or in part
- altering the heating, plumbing, or electrical system
- substantially remodeling or altering any portion of a Unit
- replacing windows (including storms), altering, removing, adding or eliminating window openings
- installing central air conditioning; in-suite washer and dryer

5.3 NOTICE OF IN-SUITE CONSTRUCTION/BUILDING-WIDE WATER SHUT-OFF

IN-SUITE CONSTRUCTION

If a construction project impacts neighboring Occupants, the Manager's Office will send out a notice describing the general scope of the work to all Occupants. The notice will be based on information provided by the Unit Owner.

BUILDING-WIDE WATER SHUT-OFF

If a Building-wide water shut-off is necessary, the Manager's Office will require advance written notice no less than two (2) days before the shut-off, unless the repair is an emergency repair. All Occupants in affected Buildings will be notified of the time and day of the water shut-off.

Building-wide water shut-offs are normally scheduled between 10 AM and 2 PM, Monday – Friday. Any Unit without individual water shut off valves must install them when working on a plumbing repair to avoid future unnecessary Building-wide water shut-offs.

5.4 IN-SUITE REPAIRS

Unit Owners experiencing problems with any plumbing, heating or electrical device should report the issue immediately to the Manager's Office. Should Unit Owners request a service call, they will be charged the hourly fee in effect at the time of the repair. In most cases, the maintenance staff are able to make the repair. Unit Owners may contact outside contractors and suppliers for repairs.

The reporting of maintenance problems as soon as possible is essential to the SCCA's ability to anticipate and mediate issues that may impact multiple Units.

Unit Owners are responsible to the SCCA and to other Unit Owners for all damages caused by visible issues due to plumbing, heating and electrical components within their Unit.

5.5 IN-SUITE LABOR

SCCA EMPLOYEES

While on duty, SCCA employees may only perform work in a Unit as defined by a written work order approved by the Manager's Office. Such work will be billed to the Unit Owner and paid to the SCCA by the Unit Owner requesting it in accordance with the standard fees in effect at the time, except for those items deemed by the Manager's Office to be the responsibility of the SCCA. Unless approved in writing in advance by the Manager's Office, work performed in any Unit by an employee of the SCCA will not be the financial responsibility of the SCCA.

All SCCA employees are compensated and no tipping is required.

Unit Owners who wish to hire SCCA employees to work in individual Units outside their regular work shift should contact the employee directly to negotiate fees and schedules. The SCCA employee will be regarded as an Outside Contractor (see below). The SCCA has no responsibility for work performed by its off-duty employees as an Outside Contractor. Any SCCA employee who is asked by a Unit Owner to do work directly for that Unit Owner may only perform that work during that employee's own free time with all Outside Contractor Rules applying.

OUTSIDE CONTRACTORS

Outside Contractors and workers must contact the Manager's Office in advance of any work in order to secure instructions as to the appropriate use of driveways, elevators, and entrances, permitted and prohibited hours of work, unloading and delivery of materials, disposal of debris and other such requirements as the Manager's Office deems necessary. Access will be denied to any worker seeking to perform any structural alteration or remodeling until compliance with these provisions has been secured. These requirements must be strictly observed, and the Unit Owner will be responsible for the full compliance of contractors and/or workers chosen by the Unit

Owner. The Unit Owner and Contractor are responsible for securing all necessary City of Cleveland permits.

Unit Owners are liable for any injury or damage caused by their contractors or workers. Any remodeling alterations done without prior approval from the Manager's Office will be subject to a fine and must cease work until compliance requirements are met.

5.6 IN-SUITE CONSTRUCTION

CONSTRUCTION HOURS

No construction work shall commence before 8:00 AM Monday through Friday or 9:00 AM on Saturday, and must be concluded daily by 6:30 PM. No pounding, hammering, drilling, and so on, may be done for any purpose after 9:00 PM. No construction work shall be done on Sundays or Association Holidays, except in an emergency. (See Sec. 2.6 Noise)

IN-SUITE CONSTRUCTION TRASH/DEBRIS REMOVAL

Debris removal from the Condominium Property is the responsibility of the Unit Owner and contractor(s). SCCA dumpsters are prohibited from being used. Outside dumpsters are prohibited from being parked on the SCCA Condominium Property.

5.7 IN-SUITE WASHER AND DRYER INSTALLATION

Installing any clothes washer and/or dryer in any Unit is prohibited without written Board approval. The written request to the Board must describe the proposed location of installation, the size, capacity and water and/or electrical current usage by the washer and/or dryer, and the proposed location of any external vents to be installed in connection with the washer and dryer.

All of the following conditions must be met for the written request to be considered:

- The washer must connect directly into a major drain or replace an existing plumbing facility such as a shower, toilet or tub, and the washer must not connect into a kitchen sink drain;
- The dryer vent must not face Shaker Boulevard or Van Aken Boulevard; the dryer vent must conform in size and vertical position with existing vents;
- All vents must be accessible and filtered;
- The site, drain connection, and vent location must be inspected by the Manager's Office prior to approval. It is required that a licensed electrician be used for any electrical alterations;
- Prior to the final installation of the washer and dryer units, the Manager and/or a designated assistant will inspect and sign-off on the project.

Unit Owners with a washer and/or dryer installed in their Units are responsible, at Unit Owner's expense, for removing any residue caused by external dryer venting, repairs to

the drainage system caused by discharge from the washer and for water damage to any Unit caused by the use of the washer and/or dryer.

Dryer vents must be cleaned and inspected on an annual basis. Unit Owners must submit a copy of their cleaning invoice to the office each year as evidence they satisfied this requirement.

In consideration of all neighbors, Unit Owners and Occupants must only use their Unit washers and dryers between the hours of 6 AM and 10 PM.

6. COMPLAINT PROCEDURES AND ENFORCEMENT OF RULES

6.1 COMPLAINTS

All complaints must be in writing to the Manager's Office and must include the name and signature of the person filing the complaint. Anonymous complaints do not provide adequate evidence to proceed with enforcement action and will not be accepted.

6.2 ENFORCEMENT PROCEDURES

The Unit Owner is responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the owner, guest, or the Occupants, including tenants, of his/her home.

Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, at its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including courts costs and attorneys' fees, will be assessed to the account of the responsible Unit Owner.

All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will be charged to the responsible Unit Owner's account. In addition to any other action and, if applicable, in accordance with the procedure outlined below, the Board MAY:

- Levy an assessment for actual damages, and/or
- Levy a reasonable enforcement assessment per occurrence, and/or
- If the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

Prior to the imposition of a charge for damage and/or cleaning to the Common Elements or other SCCA property, or an enforcement assessment for a violation, the following procedure will be followed:

- Written notice(s) will be served upon the alleged responsible Unit Owner specifying:

- a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, 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 (or if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - d. A statement that the Unit Owner has a right to and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- To request a hearing, the Unit Owner must mail via the US Postal Service, hand deliver, or email a written "Request for a Hearing" notice, which must be received by the Manager's Office not later than the tenth day after receiving the required written notice as described above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Manager's Office will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
- b. At the hearing, the Board and/or the Manager's Office 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 or written notice to the owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.
 - The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than ten (10) days.

7. SAFETY AND SECURITY

7.1 ELECTRONIC FOB SYSTEM

There is an electronic fob system for Unit Owner and Occupant access to entry and garage doors. Unit Owners must report a lost or misplaced fob immediately so that it may be deactivated. A fee will be charged for any replacement or additional fob.

7.2 UNIT SECURITY, ALARM SYSTEMS, AND LOCKS

The SCCA or its agents may enter any Unit in an emergency. SCCA retains a passkey to each Unit, and locks or other devices are prohibited to be placed on the door to any Unit to obstruct access unless the Manager's Office is furnished with duplicate keys or passcodes to such locks or other devices. Unit Owners violating this rule will be liable for damage caused to their unit by the Association when entering the Unit in spite of the

lock. Such passcodes and duplicate keys will be kept in a secure manner. In the event of any emergency originating in or threatening any Unit, the Manager's Office or representative of the Manager's Office may enter the Unit immediately whether the Unit Owner or Occupant is present or not.

If an Alarm System has been installed in a Unit, monitoring company telephone and contact information must be provided to the Manager's Office.

7.3 COMMON ELEMENT DOORS

Common Element entry doors are prohibited to be propped open—this includes side and front entrances, exits and garage doors. Unit Owners, Occupants, and their employees or guests cannot prop open or tamper with or obstruct any Building door. If a Building door cannot be secured, the Manager's Office and/or the Garage Office should be notified at once.

7.4 PROVIDING ADMITTANCE TO COMMON ELEMENTS

Occupants must immediately report any suspicious persons, sounds, or events to the Manager's Office and/or the Garage Office, or call 911.

Occupants must not admit to the Building any persons not known to them. Refer any unknown person(s) to the Manager's Office and/or the Garage Office. Occupants should be especially vigilant when admitting people into the Condominium Property via use of the telephone remote buzzer system. Occupants are responsible for the behavior and actions of their guests and people they let into the building.

Occupants who call the police in an emergency should then inform the Manager's Office and/or the Garage Office to assist with responders' admittance into the Building.

7.5 DELIVERIES AND PICK-UPS

All deliveries and pick-ups must be made through the Garage Office. The garage attendant can accept the parcel for pickup or delivery. If a package has been left with the Garage Office, the garage attendant will inform the Occupant. (See Sec. 3.7 *Mail, Packages, and Deliveries*)

7.6 FEDERAL, STATE, AND MUNICIPAL FIRE CODES

Occupants are prohibited from creating or causing any condition that constitutes a violation of any applicable Federal, State, and municipal fire code, rule, ordinance or regulation. Questions concerning the possibility of a condition in a Unit or in the Common Elements being in violation of current fire ordinance or regulations should be referred to the local police or fire department. Open-flame grills are prohibited to be operated on balconies or patios.

7.7 STAIRWAYS AND FIRE ESCAPES

The stairways also serve as fire escapes. Personal property is prohibited from being left unattended in the stairways at any time. Trash bags for daily pick up are prohibited to block access to the stairways.

7.8 VISITOR ADMISSION TO UNITS IN ABSENCE OF UNIT OWNER

Visitors are not admitted or given keys to a Unit without the express permission of the Unit Owner or Occupant. This includes friends or relatives of the Unit Owner or Occupant. However, in the event of a suspected emergency, the Manager or the garage attendant on duty will accompany the friend or relative or emergency responder to the Unit.

8. EMERGENCY PROCEDURES

8.1 FIRE EXTINGUISHERS, SMOKE DETECTORS, and CARBON-MONOXIDE DETECTORS

Shaker Courts Condominiums has a comprehensive system of smoke detectors installed throughout its Common Elements. All passenger elevators are tied into an elevator recall system that forces the shutdown of the elevator in the event of smoke or a fire event in a Common Element.

Fire extinguishers are provided in all stairwells. The Manager's Office is responsible for ensuring that these extinguishers are serviced and maintained annually. It is encouraged that all occupants keep appropriate fire extinguishers in their units for personal use.

The Fire Code and the SCCA insurance require that Unit Owners install at least one battery-powered smoke detector outside each bedroom or bedroom area. Detectors should be tested bi-annually. It is recommended that Unit Owners and Occupants have working fire extinguishers in their Units.

Unit Owners and Occupants are required to have a working carbon monoxide detector in their Unit as well. Combination smoke and carbon monoxide detectors are acceptable.

8.2 IN-SUITE EMERGENCIES

FIRE EMERGENCY

In the event of a fire emergency, call 911 immediately. Report the fire, state the street address, and state "Shaker Courts Condominium" as a further means of identification. Also state the Floor and Unit Number.

When it is safe, call the Garage Office at 216-561-9871 and/or the Manager's Office at 216-751-2702 to report the exact location of the emergency.

Occupants should evacuate using the stairways. The elevator should NOT be used at any time during a fire emergency.

POLICE EMERGENCY

If a life-threatening situation arises, call 911 immediately.

If it is not life-threatening, call the Cleveland Police Department at 216-621-1234. In either case, report the problem, state the street address, and state "Shaker Courts Condominium" as a further means of identification. Also state the Floor and Unit Number.

When it is safe, call the Garage Office at 216-561-9871 and/or the Manager's Office at 216-751-2702 to report the exact location of the emergency.

MEDICAL EMERGENCY

If a life-threatening medical emergency arises, call 911 immediately or the Rescue Squad at 216-664-4545. Report the medical situation, state the street address, and state "Shaker Courts Condominium" as a further means of identification. Also state the Floor and Unit Number.

When it is safe, call the Garage Office at 216-561-9871 and/or the Manager's Office at 216-751-2702 to report the exact location of the emergency.

8.3 FIRE EMERGENCY ALERT FROM ALARM OR OTHER UNIT

In the event of a fire, the Cleveland Fire Department recommends evacuation. The primary dangers in most fire occurrences are smoke and toxic fumes and the panic that these conditions can cause. When a smoke alarm is activated, respond immediately. Go to the unit's back door—if the door is not hot to the touch, exit directly into the stairwell. If the back door feels hot, or if smoke is coming from underneath the door, exit through the front door (as long as it is not hot to the touch) and proceed down the other stairwell. Occupants who are physically unable to do the stairs can use the stairwell as a temporary "area of refuge" awaiting instruction or assistance during emergency evacuation.

8.4 ELEVATOR EMERGENCY

Anyone trapped in an elevator should not panic and instead follow the directions posted within the elevator car. The monitored telephone line will be answered, and assistance will be summoned. Be sure to provide the proper street address and location in Shaker Courts.

If any Unit Owner or Occupant hears an elevator alarm bell, they should contact the Manager's Office at 216-751-2702 and/or the Garage Office at 216-561-9871 immediately. Do not assume that someone else has reported the alarm.

9. POLICY

9.1 ANTI-HARASSMENT POLICY

The following Anti-Harassment Policy is hereby adopted as part of the Association's Rules, and governs behavior as follows:

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

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

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

10. FORMS

**UNIT OWNER/OCCUPANT CENSUS FORM**

Census Year: _____

This form is designed so that the Manager's office will have current information for each Unit Owner/Occupant at Shaker Courts. All information will remain confidential and will be placed in the active Unit Owner/Occupant file.

(Required by Ohio Condominium Law - Ohio Revised Code Section 5311.09 (A) (2))

UNIT OWNER:

Name(s) of Unit Owner(s):	
Address:	
	Living in Unit: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address*:	Phone Number:

*Email is the official form of communication of Shaker Courts Condominium Association. Please input an email address to ensure that you receive the most up to date information.

OCCUPANT (tenants, children, roommates, etc.):

Name	Email Address (if applicable)	Phone Number (if applicable)	Under 18 years old:
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

EMERGENCY/WELLNESS CHECK INFORMATION:

People to be notified in case of an emergency, and are permitted to access your unit for a wellness check:

Name:	Phone Number:
Name:	Phone Number:

Please list any special needs for Occupant(s) in your Unit (ie: bedridden, wheelchair, oxygen tank, etc):

--

HOUSEHOLD WORKERS: ☐ N/A

Name:	Phone Number:
Does this person have keys?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Days and Hours:
Name:	Phone Number:
Does this person have keys?: <input type="checkbox"/> Yes <input type="checkbox"/> No	Days and Hours:

Does anyone else have keys to your unit: ☐ Yes ☐ No If yes, who: _____

**UNIT OWNER/OCCUPANT CENSUS FORM**

Census Year: _____

FOB: Please list all FOB numbers assigned to your Unit, including household workers, etc.

FOB Number:					
Name:					

LOCKS AND SECURITY:

Does the Manager's office have duplicate keys or entry code to any locks to your unit: ☐ Yes ☐ No
Do you have an alarm system? ☐ Yes ☐ No

If yes, Monitoring Service _____ Phone Number: _____ Code: _____

STORAGE: ☐ N/A

Please list the identification number(s) of your storage area(s): _____

HOUSEHOLD VEHICLE INFORMATION: ☐ N/A

Please list all vehicles associated with your household regardless of garage space.

YEAR	MAKE	MODEL	LICENSE PLATE	STATE

PET INFORMATION: ☐ N/A

NAME	AGE	TYPE (Dog, cat, fish, bird, etc.)	BREED	WEIGHT	LICENSE # (Dogs)

THE FOLLOWING MUST BE COMPLETED BY EACH UNIT OWNER/OCCUPANT

(Please initial below)

_____ Shaker Court's Manager's office and/or Garage office has permission to accept certified and registered mail parcels from all delivery companies for me. Neither the Association nor the Manager's office is responsible for the content(s) and delivery of any parcel(s).

Signature:	Date:
Signature:	Date:
Signature:	Date:

Please complete this form and return to the Manager's office at 13610 Shaker Boulevard. You are required to update any changes in information when they occur.



EMERGENCY/WELLNESS AUTHORIZATION FORM

Census Year: _____

This form is designed so that the Manager's office will have current information for each Unit Owner/Occupant at Shaker Courts. All information will remain confidential and will be placed in the active Unit Owner/Occupant file.

UNIT OWNER/OCCUPANT NAME(S): (over 18 years old)

Name:	Phone Number:
Name:	Phone Number:

EMERGENCY CONTACT INFORMATION: ☐ N/A

People to be notified in case of an emergency:

Name:	Phone Number:
Name:	Phone Number:
Name:	Phone Number:
Name:	Phone Number:

Please list any special needs for Occupant(s) in your Unit (ie: bedridden, wheelchair, oxygen tank, etc):

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WELLNESS CHECK AUTHORIZATION: ☐ N/A

People who are permitted to access your unit for a wellness check and must have their own key or code:

Name:	Phone Number:
Name:	Phone Number:
Name:	Phone Number:
Name:	Phone Number:

THE FOLLOWING MUST BE COMPLETED BY EACH UNIT OWNER/OCCUPANT

(Please initial below)

_____ I understand that this document will be used by the Manager's Office to determine the flow of information and access to the unit in the event of an emergency and/or wellness check.

Signature:	Date:
Signature:	Date:

Please complete this form and return to the Manager's office at 13610 Shaker Blvd, #103, Cleveland, OH 44120. You are required to update any changes in information when they occur.

NAME: _____ **BUILDING:** _____ **UNIT:** _____

VEHICLE INFORMATION:

YEAR	MAKE	MODEL	LICENSE PLATE	STATE

Please confirm you have provided the following to the SCCA Manager:

- Copy of your current Driver's License
- Duplicate key to the registered vehicle

For Internal Use

Parking Space: _____

Initial that you agree to the following:

_____ I must provide a key with the Garage Office to the vehicle registered.

_____ I must remain current on all association fees and dues, including but not limited to the monthly maintenance fees, assessments, garage and storage rentals, and so on.

_____ I cannot sublease my assigned parking space; I recognize that doing so will result in a fine and immediate forfeiture of the parking space.

_____ Parking spaces are assigned by the SCCA Manager. I may be reassigned to a different space in the future as space and parking needs of the Association require.

_____ I must keep my vehicle in operating condition. I am responsible for any damage that I cause to the garage, and that fees will be assessed in proportion to the damage caused.

_____ I cannot store personal items, including bicycles, in my parking space.

_____ I must relinquish my parking space within ninety (90) days in the event I am no longer a licensed driver. Vehicles need to be removed from the premises when the parking space is relinquished.

_____ Parking in the garage is at my own risk. SCCA is not responsible for any loss, damage, theft or misuse of vehicles parked in the garage.

_____ I understand that that must comply with Rules, Regulations, and Procedures 3.8.

Failure to comply with this agreement will result in immediate forfeiture of the parking space and assessment of any applicable fee(s).

UNIT OWNER/OCCUPANT SIGNATURE: _____

MANAGER'S OFFICE SIGNATURE: _____

DATE: _____

NAME: _____ BUILDING: _____ UNIT: _____

PET INFORMATION:

NAME	AGE	TYPE (dog, cat, fish, bird, etc.)	BREED	WEIGHT	LICENSE # (Dogs)

Please confirm you have provided the following to the Manager's office:

- Copy of current vaccinations (dogs only; Including Rabies, Distemper, Bordetella)
- Copy of Cuyahoga County License (dogs only)
- Pet Photo

Check if applicable:

- This is a Certified Service Animal

Please initial your agreement to the following:

_____ I must provide and maintain up to date Pet vaccination records with the Manager's office.

_____ I am responsible for my pet's actions, and am financially liable for any and all damages and injuries caused.

_____ Pets that create an ongoing nuisance, disturbance, or physical danger to others will be required to be removed from the premises.

_____ Pets must be on a hand-held leash, or carried, when they are in any of allowed Common Elements. Pets (excluding certified service animals) must be transported via the service/freight elevators, when available.

_____ Pet walkers must pick up after their pets and dispose of their waste in the provided outdoor trash receptacles near the driveways.

_____ Cat litter must be securely tied in an airtight plastic bag and placed in a container for staff trash pick-up. Litter should never be disposed of in any of the laundry rooms or flushed down toilets.

_____ Pet accidents in Common Elements should be reported to the Manager's office (or Garage office, if after hours) as soon as possible. Accidents on hard surfaces should be cleaned by the Pet Owner immediately.

I acknowledge failure to comply with this agreement will result in immediate removal of my pet(s) and assessment of applicable fee(s).**PET OWNER SIGNATURE:** _____**MANAGER'S OFFICE SIGNATURE:** _____**DATE:** _____