

# Nob Hill Condominiums

## Rules and Regulations Handbook

Revised and Board Adopted  
**2020**

## Welcome to Nob Hill

Nob Hill Condominium Owners' Association welcomes you to Nob Hill. This handbook was compiled as a concise reference to the Rules and Regulations established by the Board of Directors, whose authority is derived from the Association's *Declarations and By-laws*. Also included in the booklet is general information helpful to the Nob Hill community.

*Rules and Regulations* are necessary community mandates which supplement the restrictions of the *Declarations and By-laws*. They are enacted by the Association in accordance with Ohio law and are designed for the overall benefit to our property, and for the health, comfort, safety and general welfare of the owners and occupants of Nob Hill. These *Rules and Regulations* have the same enforceability as any provision of the *Declarations and By-laws*. This includes the authority to set penalties, give warnings, and levy fines for violations.

General information is information which is intended to point out various *Declarations* and provisions of *By-laws*, which are of particular sensitivity to the owners, residents and board members of the Condominium Association concerning certain conduct. General information is also a category which is intended to identify sources of useful information for your guidance and edification.

The continued success of Nob Hill as a pleasant, congenial place to live, depends on the cooperation of all residents in understanding and upholding the principles of condominium living. Please read this handbook carefully, and keep it close-by to guide you when a question of procedure arises.

Thank you for your cooperation.

Respectfully yours,

Nob Hill Board of Directors

\*The rules and regulations, as presented here, have been codified over a period of time by the Association's Boards of Directors and are subject to revision or modification as needed, periodically by the Board of Directors.

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# I. INTRODUCTION

- A. The Nob Hill property was built in 1964, originally as an apartment complex. It was converted to condominiums in 1972.
- B. The property consists of 101 condominium units at the following address locations:
  - A-Building: 411 Solon Rd. (8-suite garden-style building)
  - B-Building: 5009 Nob Hill Dr. (8-suite garden-style building)
  - C-Building: 5011 Nob Hill Dr. (8-suite garden-style building)
  - D-Building: 5014 Nob Hill Dr. (8-suite garden-style building)
  - E-Building: 5017 Nob Hill Dr. (8-suite garden-style building)
  - F-Building: 6000 Nob Hill Dr. (4-floor, 61 unit mid-rise building)
- C. Located in Chagrin Falls, Ohio, our condominium community is serviced by the Chagrin Falls Police and Fire Departments, the Chagrin Falls Water Department and Wastewater Treatment Plant, and the Chagrin Falls Branch of the U.S. Post Office.
- D. Our entire campus, including all roadways and parking areas within the condominium property are private property, and are maintained by the Condominium Association.
- E. Recreation Facilities- consist of an association-owned outdoor swimming pool.
- F. As a private condominium association, we are governed by our Declarations and By-Laws. Our Board of Directors is elected by our unit owner membership, and that Board manages our association affairs on behalf of our unit owners.
- G. Our Annual Meeting is held during the first quarter of each year. The purpose of this meeting is for the Board to update unit owners on the affairs and financial position of the Association. In addition to the Annual Meeting, general meetings may be held, as needed, throughout the year.
- H. Currently, the Nob Hill Condominium Owners' Association is a self-managed association that handles all operational and management responsibilities without the use and cost of a private management company. The Association accomplishes this with through the efforts of Board Members, and employs a Business Manager and a small maintenance crew.

- I. As described in our bylaws, Nob Hill unit owners are assessed a monthly maintenance fee based on factors such as: size and square footage of units, floor level, side of building, and amenities, such as balconies, patios, fireplaces, etc. The maintenance fees covers various items, some of which include:
  - a. Maintenance of all common areas
  - b. Insurance for all common areas (See #J)
  - c. Natural gas for heating and cooking
  - d. Boiler equipment for heating purposes, water heaters for domestic hot water usage
  - e. Water and sewer costs, and maintenance of the lines used for supply
  - f. Landscaping, snow removal and pavement maintenance
  - g. Basic cable tv
  - h. Pool maintenance
  
- J. As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for the common elements. Each unit owner must obtain their own insurance, at their own expense, affording coverage upon their unit, personal property and for his or her personal liability. Renters are encouraged to obtain renters insurance.

## II. COMMON ELEMENTS

- A. The common elements, which are defined in the Declaration of Condominium Ownership on pages 6, 7, and 8, are for the use and enjoyment of all Nob Hill Condominium owners and their tenants. Therefore, everyone is requested to be considerate in his/her use of these elements.
  
- B. Littering is prohibited.
  
- C. Any damage to the common elements caused by an owner, their tenant(s), children, pets and guests will be repaired or replaced at the expense of the unit owner. The owner, if he/she desires, may seek reimbursement from the tenant or guest causing the damage.
  
- D. Any and all items left unattended in the common elements may be removed by the Association, at the unit owner's expense. Storage and handling fees may be charged to the unit owner.
  
- E. Noise restriction: No noise shall be permitted which disturbs others. Residents shall refrain from any activity which creates a nuisance to their

condominium neighbors. Note: See Section IV, B regarding noise from flooring products.

- F. Each unit owner shall report to the Board or Business Manager any hazard or need for repair of the common elements, which are the Association's responsibility to maintain.
  
- G. Unit owners and tenants are NOT authorized, and shall not give work instructions to any service contractor working for the Association. An example of service contractor would include: landscaper, snow plow driver, painter, HVAC technician, etc. If a unit owner or tenant has any concern with an Association contractor, they should contact the Business Manager or Board Member. This requirement is not to refuse or reduce any service, but it an administrative procedure to insure the contractor is performing their work in accordance to the contractual agreement with the Association.
  
- H. Garage doors must be closed at all times, day and night, when not in use.
  
- I. Carport parking spaces must not be used as storage areas for personal items except when a board-approved completed storage locker is in use.
  
- J. Signs or other advertising devices of any nature shall not be placed upon any portion of the condominium property. Note: Real estate companies may display a temporary "Open House" sign during the duration of the actual open house activities.
  
- K. Car washing and/or rinsing is prohibited on the condominium property.
  
- L. Lawn furniture can be used by residents, but must be immediately removed when not in use. If left unused, outdoor furniture can be a hazard, and can be an obstruction that can impede workers. There will be a charge for the removal of such unused outdoor furniture.
  
- M. Lawn ornaments and games must not be placed on common lawn or grassed areas. Like lawn furniture, these items can be a hazard and an obstruction. Similarly, their removal will result in a charge to the unit owner responsible for their placement.

- N. Neither the Association, nor their contractors, will be held responsible for maintenance, repair or replacement of unit owner's personal property left in common elements.
- O. Garage, yard, house or patio sales are prohibited.
- P. Clothes lines are prohibited, as is hanging any items (example: towels, sheets, blankets, etc) on a balcony or on a patio for any purpose.
- Q. The Association holds any residents with children responsible for the actions of their children. Ultimately, the unit owner is responsible for the actions of their tenants, children or guests. For the tranquility of all residents there is a 9:00 PM curfew for children under 16 (unless accompanied by a parent or guardian), and 11:00 PM for persons under 18.
- R. Oil and fuel leaks, or any other leak from a chemical, as such from a motor vehicle, on a roadway, parking area, carport or garage must be cleaned up immediately by the owner or tenant at their expense. In addition, the underlying problem causing any such leak should be immediately resolved. A leaking vehicle must be removed from Nob Hill property immediately. Any costs incurred to the Association will become the responsibility of the unit owner causing any substance leak.
- S. Automotive repairs are prohibited on condominium roadways, parking areas, driveways, garages and carports.

### III. LIMITED COMMON ELEMENTS

- A. Limited common elements, defined in Declarations of Condominium Ownership, page #8, are limited to the use of a particular unit or group of units.
- B. Unit owners and/or their tenants are responsible for the maintenance of their limited common elements.
- C. No general bird feeders will be permitted during the summer months as the feed attracts rodents and creates an unsightly appearance. An exception is Hummingbird liquid feeders which are permitted. NOTE! (See: *Section XXIX, B.*)

- D. Firewood, neatly stacked, may be stored on patios or balconies.
- E. Furniture, umbrellas, patio / porch furnishings or plant materials shall not obstruct or be detrimental to the enjoyment of a view of any other unit owner.
- F. Patio, porch or lawn furniture can be used and/or displayed on the surface of the balcony or patio. Such furniture is not permitted on any grassed lawn area.
- G. Sun screens or porch blinds are prohibited on the exterior of the building, unless express written authorization is obtain from the Association.
- H. No sign or flag, except the American flag, can be displayed in windows, on doors, balconies, patios, or on the exterior of the buildings. An American flag may be displayed at any time.
- I. Rubbish, debris and any other unsightly material are prohibited from any common or limited common area. If removal is not done by the unit owner, the cost of removal by the Association will be charged to the unit owner.
- J. Storage lockers, which are Association property, are available (limited availability) for the storage of large toys, bicycles, summer furniture, etc. Patios and balconies are not storage areas.
- K. At no time are owners/tenants permitted to use the balconies or patios for drying laundry, beach towels, or other items.
- L. Fire prevention at Nob Hill is covered by the Chagrin Fall Fire Prevention Code, which states:

*Bonfires and outdoor rubbish fires. No person, tenant or leaseholder shall kindle or maintain a fire to be used for preparation of food or any other purpose in any type of outdoor grill in any apartment or on or below any apartment house balcony or within twenty feet of any structure housing more than two families. Exempted are existing permanently installed gas-fired grills approved by the Municipality prior to the effective date of Chapter 1501.12 of the Fire Prevention Code. (Ord. 1975-1970, passed 4/15/75.)*

## IV. RESIDENTIAL UNIT REQUIREMENTS



- A. Units shall be occupied and used for single family purposes and only as private dwellings.
- B. The Association requires that all floors, with the exception of a small entrance area, the kitchen, and the bathroom, be covered with wall to wall carpeting and padding. The purpose for this restriction is to minimize noise or sound to the units below.
  - i. The Association understands that some newer flooring products can be installed with a padding that will prevent noise. A unit owner can submit a written request for a waiver of this flooring requirement. A flooring sample, explanation of the installation method, and the identification of the material being used as a subfloor, is required with the written waiver request, for consideration by the Association. All requests will be handled on a case-by-case basis.
- C. Repairs made to units by outside contractors must be performed only between the hours of 8:00 am and 6:00, Monday through Saturday. No commercial work is to be done on Sundays.

## V. EXTERIOR BUILDING RESTRICTIONS

- A. Unit owners and residents shall not modify the exterior of any unit or building without obtaining prior written consent by the Board.
- B. Installation of wiring for electrical, telephone systems, air conditioning, any type of machinery or the like on the exterior of the building, or which protrude through the walls or the roof of the building is prohibited without obtaining prior written consent of the Board.
- C. Decorative items may not be affixed to the exterior of any unit or building without obtaining written approval from the Board.
- D. No window coverings on the exterior side of the building are permitted.
- E. The use of sheets, blankets or similar materials are not permitted to be used as interior window coverings.
- F. Broken windows, torn or missing screens or damaged unit doors must be repaired immediately by the unit owner at their expense.
- G. Balconies must not be used for storage of items which would cause an unsightly appearance. Plants, decorations and similar items are not to be

hung or displayed from balcony exterior walls or railings where they can be seen from below. The purpose is to eliminate the possibility of severe winds dislodging these items, which can cause injury to persons or damage to property.

- H. Patios are similarly not to be used for storage of items which would cause an unsightly appearance.
- I. The posting of names or notices in any lobby, vestibule, hallway, stairway, elevator, or in any common or limited common element is prohibited, except on bulletin boards provided by the Association.

## VI. BUILDING DOORS – UNIT DOORS – ELEVATOR – HALLWAYS – RUBBISH – KEYS – SMOKING

### A. BUILDING ENTRANCE DOORS:

- 1. Each of our buildings have locks on the entrance doors to increase the security of our buildings and residents.
- 2. No building door is to be propped open and left unattended.
- 3. Keys to any building doors are not to be provided to non-essential persons.
- 4. Building keys for the F building, 6000 Nob Hill Drive, use a proprietary lock system to minimize the excessive duplication of keys and distribution to non-essential persons. Those keys are sold by the Association to unit owners and residents for \$50. Upon the return of those keys, such as when a unit is sold or a resident moves out, \$25 will be refunded to the owner or resident turning in their current key(s) to the Association.

### B. UNIT ENTRANCE DOORS:

- 1. No mats shall be placed outside the doors of the units.
- 2. No garbage is to be left outside the doors of the units. Any unit owner violating this restriction will be fined.
- 3. No personal items, such as shoes and boots, are to be left outside of the unit doors.
- 4. Unit doors are not to be propped open.

### C. ELEVATOR

- 1. Our only elevator is located in the F – 6000 Nob Hill Dr. building. It was replaced in 2016.
- 2. Common care and courtesy must be used when using the elevator.

3. The elevator is designed primarily for transporting persons. Due to its small square footage area, moving appliances, furniture and personal property is very limited.
4. Moving larger items fitting into the elevator must be done so as to not cause damage to the interior or doors of the elevator. Elevator pads, when requested, will be temporarily installed by maintenance personnel. These pads not only protect the elevator, but may protect your items being moved in and out of the elevator. Requests for pad installation should be made with the Business Manager, at least 24 hours prior to your intended move. Any damage to the elevator caused by persons using it will be the responsibility of the unit owner.
5. Any intentional damage to the elevator will be pursued through legal channels.
6. In order to keep the elevator clean, eating foods and drinking of any liquids is prohibited inside the elevator.
7. Smoking inside an elevator is prohibited by state law.
8. Bicycles are prohibited inside the elevator.
9. Our elevator is equipped with a phone line that rings directly to the police and fire department dispatch center. Any operational failure from inside the elevator should be immediately reported to the dispatch center for assistance.
10. Because our elevator is of newer technology, under state law, the doors are not able to be propped open. The only way of keeping the doors open is by manual operation by an elevator operator with a key. If, during a move-in or move-out, an operator will be necessary, arrangements to schedule an operator should be made with the Business Manager at least one week ahead of the move. All hourly costs involved with the operator cost are the responsibility of the unit owner or resident moving in or out.

#### D. HALLWAYS

1. Hallways shall be kept free of litter. This is your home, please take care of it.
2. Any items left in the hallways may be removed by the Association. Any charges for the removal, storage or return of items left in the hallway are the responsibility of the owner.
3. No items are to be posted or hung to any hallway walls. Bulletin boards near the front and rear entrance of the buildings are the only location where any type of notice can be displayed.

#### E. RUBBISH

1. Under no circumstances is rubbish of any kind to be left in any common area.

2. Rubbish should be in plastic bags and placed inside one of the dumpsters on the property. No items should be left outside of any dumpster.
3. Large items to be disposed should be broken down or disassembled and placed inside the dumpster. If this is not possible, the garbage refuse company should be contacted to make arrangements for a large item pickup. (See contact information section at end of this book for company name and phone information.) Any incremental cost for such a service is the responsibility of the unit owner or resident requesting such service.
4. Any unit owner or resident violating these rules will be charged by the Association for the cost of the property disposal of the items they left.
5. Because of the limited size of the dumpsters, residents should do their best to place their trash toward the back of the dumpster, so that its capacity can be reached without overfilling. Cardboard boxes and similar items should be broken down or flattened, so as to take only the minimal amount of space needed in the dumpsters.
6. If a dumpster is full, residents are welcome to use any of the remaining dumpsters on the property.

#### F. KEYS

1. Building entrance keys to Garden-style buildings A, B, C, D and E are master-keyed. Owners should receive their key at the time of unit purchase from the seller of the condo unit. Building keys and unit door keys can be duplicated at the unit owner or resident's cost. Condo unit door locks belong to the unit owner, and can be changed or re-keyed at their expense, if they desire.
2. If a replacement building entrance key is necessary, it is most economical to coordinate the duplication of a key at a local hardware store, possibly with the assistance of a building neighbor. If a replacement key is requested from the Association, the cost of the time and expense of doing so becomes the responsibility of the unit owner or resident making such request.
3. Unit door keys are not required to be provided to the Association. However, if a unit owner desires to furnish one to the Association in case of emergency, that key will be retained in a lock box and will only be used for exigent circumstances.
4. The F-building has a secured entrance system, which involves a unique key not available through retail hardware establishments. Owners are responsible for providing keys to their tenants. Lost or supplemental keys for the F building can only be sold by the Association. Contact the Business Manager for ordering and payment of keys.

#### G. SMOKING

1. Smoking is prohibited inside any common area of any Nob Hill building, and outside near any door, sidewalk, walkway or foyer.
2. The discarding of cigarette butts is prohibited anywhere on our campus. This means no throwing butts from balconies, no leaving them discarded on or near our walkways and entrances or in the grass or flower beds.
3. Smoking is prohibited in all areas except in personal condominium units.
4. If smoke odors permeate into the hallways, unit owners will be responsible for any expenses associated with the removal of those odors caused by smoking.

## VII. GARAGES AND CARPORTS

- A. All garages and carports are the property of the Association. They are common elements with unit spaces assigned by the Board of Directors. Assignments may only be modified by the Association. The renting of any unused carport or garage space is prohibited by any unit owner or tenant, as they do not own the carports nor the garages.
- B. Residents must park only in their assigned garage or carport space.
- C. Carports and garages are only to be used for parking a motor vehicle or bicycle. Additional items, unless enclosed in an Association-approved storage unit, are not to be left inside a carport or garage. Contact the Business Manager for the requirements of constructing an Association-approved storage unit.
- D. No flammable or hazardous materials shall be stored in a garage, carport, nor in any of the storage areas inside any Nob Hill buildings.
- E. Any vehicle repairs, including oil and fluid changes, involve hazardous materials and are not permitted anywhere on the Nob Hill campus.
- F. Any spillage or leakage from any substance or material is to be immediately resolved and cleaned up by the unit owner or his/her tenant using the garage or carport. Failure to do so will result in the Association arranging for the clean-up and the costs for doing so will be the responsibility of the unit owner.
- G. Each unit owner or resident is responsible for keeping their assigned garage or carport space clean. This is not an Association responsibility.
- H. When not in use, whether day or night, the garage doors on the garages at the A, B and E building must be kept closed.

## VIII. MOTOR VEHICLE REQUIREMENTS

- A. All motor vehicles kept or in use on Nob Hill property shall be in working order and properly licensed. This is consistent with Chagrin Falls ordinance #521.11. Vehicles in violation will be initially requested to be brought into compliance with the unit owner and if not immediately resolved, will be pursued through legal enforcement of the above ordinance.
- B. All vehicles, including bicycles, are to be operated with reasonable safety and drivers should observe traffic control signs.
- C. Vehicles with excessively loud exhausts are prohibited from being operated on Nob Hill property.
- D. The following vehicles, with the exception of workers or contractors actively working on our property, are not permitted to be parked, stored, kept or operated anywhere on Nob Hill property:
  - 1. Trucks larger than  $\frac{3}{4}$  ton
  - 2. Motorcycles and golf carts
  - 3. Buses
  - 4. Boats or boat trailers
  - 5. Campers or RV's
  - 6. House or horse trailers
  - 7. Enclosed or open trailers
- E. Other prohibited vehicles and related-items include: Mini-bikes, mopeds, dirt bikes, ATV's, skateboards, Hoverboards, and snowmobiles are prohibited anywhere on Nob Hill property.
- F. Vehicle repairs are prohibited on Nob Hill property, including parking areas, streets, carports and garages.
- G. Disabled, inoperable or abandoned vehicles may not left anywhere on Nob Hill property for more than 48 hours. Such vehicles may not be stored in carports, garages nor parking areas. If no owner can be identified, or the vehicle is not moved voluntarily, it will be towed at the owner's expense. (See Chagrin Falls ordinances #521.11 and #303.08.)
- H. Due to space limitations, only 2 vehicles per condo unit, or one vehicle per licensed driver, whichever is greater, are permitted to be parked on the property without cost. If additional vehicles are desired, a monthly charge of \$25 will be assessed.

## IX. PARKING

- A. Less-used vehicles should be parked away from buildings: i.e. in parking area to right of the B-building garage, and behind the F-building between the carports on the east side (rear) of the building.
- B. Under no circumstances should a vehicle ever be parked in front of a dumpster.
- C. There is no parking at any time in areas designated as Fire Lanes. The Chagrin Falls Police and Fire Departments have authority to cite any fire lane violations, as well as handicapped-parking violations.
- D. Parking is not authorized anywhere on grass or lawn areas or anywhere not specifically designated for parking.
- E. Any vehicle parked on Nob Hill property must be in operable condition (i.e. can be started and operated on its own power). Inoperable vehicles must be removed at the owner's expense. Similarly, abandoned vehicles will be towed at the owner's expense. This is consistent with Chagrin Falls ordinances #521.11 and #303.08.

## X. TRAFFIC REGULATIONS

- A. The speed limit on Nob Hill property is limited to 15 miles per hour.
- B. All stop signs and one-way directional signs are to be obeyed for the safety of motorists and pedestrians.
- C. Traffic around the F-building is one-way in a clockwise direction.
- D. Moving vans, delivery vehicles and service vendors are permitted to temporarily park in the driveway or street only if an alternate path around said vehicle is provided for through traffic.
- E. At all times, clearance in traffic must be adequate for police and fire emergency vehicles.

## XI. PETS: REGISTRATION, RULES AND RESTRICTIONS

- A. No pets shall be permitted on Nob Hill property except those that have been registered with the Association. See page #38 for pet registration and fee form.
- B. A non-refundable pet fee of \$500 for a dog, and \$200 for a cat, must be paid in full by the unit owner prior to moving pets onto the property. Fees are not assessed for pets such as caged birds or aquariums. For clarity, the unit owner is responsible for any pet fees. It is their choice and/or responsibility if they want to pursue being reimbursed by their tenant.
- C. Any pet housed by a Nob Hill resident for one week or more shall be considered a permanent pet subject to the non-refundable pet fee.
- D. No animals of any kind shall be raised, bred, or kept for commercial purposes in any unit or in the common or limited common elements. This includes a prohibition against operating a pet-sitting service within any unit at Nob Hill.
- E. No pets restricted by the ordinances of the Village of Chagrin Falls are permitted to be on or housed on Nob Hill property. (See Chapter 505 of the Chagrin Falls ordinances.)
- F. Pets shall not be tied, fenced, chained or otherwise housed outside of a condominium unit.
- G. Pets must be leashed at all times while outside of the condominium unit. This includes while entering or exiting the buildings, and anywhere else on Nob Hill property. This is consistent with Chagrin Falls ordinance #505.01.
- H. Pet owners are responsible for immediate and complete clean-up after their pets anywhere in the buildings and on the grounds of Nob Hill. Failure to do so will result in clean up costs being assessed to the unit owner.
- I. It is preferred that pets be walked in designated areas, including:
  - 1. Behind the A-building garages
  - 2. Along the wood line in the hill area near the pool
  - 3. Behind the D-building carport
  - 4. Behind the F-building carports
- J. Pet owners are asked to not allow their pets to defecate or urinate on the grass immediately near any walkways or surrounding our buildings.



- K. Pet owners are absolutely liable, where restitution may be sought, for any personal injury to persons or other animals, and for any damage to property.
- L. Nuisance conditions caused by a pet, such as a constantly barking dog, is considered to be a noise complaint that should be addressed through the enforcement of the Chagrin Falls local ordinance #505.09. It is recommended that residents recognizing the problem should contact their neighboring violator to make them aware of the situation. If that is not successful, the noise complaint should be reported to the Chagrin Falls Police Department.
- M. Pet licensing- Dogs must be registered with Cuyahoga County. A dog tag must be on the dog's collar anytime it is outside of the condo unit in which it is residing. This is also covered by Chagrin Falls ordinance #505.03.
- N. Vaccinations- pets, including cats and dogs, must be current on rabies vaccinations, as required by the Cuyahoga County Board of Health, and covered in Chagrin Falls ordinance #505.16.
- O. Pets are not permitted in the swimming pool or in the fenced pool area.

## XII. EXTERMINATING SERVICE

- A. The Association contracts with a local exterminating service for pest control services. That service is provided monthly year-round.
- B. The Business Manager reports any known concerns to the exterminator prior to their monthly visit.
- C. If you are experiencing a pest control problem inside your unit, you should first eliminate any conditions that attract pests. For example, make sure:
  - 1. all windows are closed, screens are in place and in good condition, any openings in walls are eliminated, such as under sinks where plumbing pipes are exposed.
  - 2. No pet food or food for human consumption is stored or left in such a way as to attract pests.
  - 3. Maintain your unit in a reasonably clean condition.
- D. If efforts, after exhausting all preventative measures, are not successful and a pest control problem persists, you may contact the Business Manager to request extermination services. You may be asked to sign a waiver acknowledging:

1. That you are aware that pest control chemicals, which can be dangerous, may be used to resolve your problem.
  2. Nob Hill Condominium Owners' Association, their board members, employees and agents, as well as the extermination contractor, are not responsible for any injury or damage caused by the use of exterminating services or chemicals.
  3. Any incremental charge, above the normal monthly fee charged by the pest control company to the Association, will be the responsibility of the unit owner or person requesting pest control services.
  4. You will arrange for access to your unit on a date and time agreeable by the exterminating service.
- E. Residents are not permitted to contact the pest control service on behalf of the Association or its contractual agreement. This is not meant to withhold service, but is necessary in coordinating the services for our entire campus on the day of the pest control company visit. The Business Manager or Board President will coordinate the pest control services in conjunction with our needs.

## XIII. TRADE PERSONS

- A. Owners are responsible for the maintenance of the interior of their units.
- B. For security reasons, it is required that the Association is made aware of repair contractors and tradesmen entering any Nob Hill buildings; include date and estimated time of arrival, and nature of work being done. Contact the Business Manager with tradesperson information.
- C. The Association is not responsible for admitting or supervising your contracted tradesmen.
- D. Contractors, where required by the ordinances and building codes of the Village of Chagrin Falls or the statutes of the State of Ohio, must be registered with the building department at the Village Hall. (See part #13 of the Chagrin Falls Building Code and Chapter 1335 of the Chagrin Falls ordinances.) In addition, they must carry the necessary insurance coverage, such as general liability and Worker's Compensation Insurance. Proof of these coverages must be furnished to Nob Hill Condominium Owners' Association upon their request. Violations will be reported to the Chagrin Falls Building Department.
- E. Building permits for any work requiring permits must be obtained from the Chagrin Falls Building Department, or where necessary, the State of Ohio.

- F. If an interruption of service in a building is required, i.e. gas, water, or electricity, these steps are to be followed:
1. The date, nature of the required interruption, and amount of time needed to remedy the situation must be scheduled at least 72 hours in advance with the Business Manager.
  2. The utility shutdown must be done by Nob Hill maintenance personnel. Under no circumstances are any owners, residents or their tradespersons authorized to shut down any of our utilities. The cost associated with the shutdown will be the responsibility of the unit owner requesting the shutdown.
  3. A notice of utility interruption must be posted to notify the other residents of the scheduled shutdown.

## XIV. BICYCLES

- A. Bicycles, if stored inside a condominium unit, must be carried (and not ridden) at all times when inside of the building.
- B. Bicycle riding on Nob Hill property is permitted on pavement only, and never on the grass.
- C. It is recommended safety equipment be used.
- D. Bicycles are not permitted to be parked or left near any of our buildings. They are never to be left on a walkway nor near any entrance, so as to avoid accidents with pedestrian traffic.

## XV. CHRISTMAS TREES / DECORATIONS

- A. Per the Chagrin Falls Fire Code, due to potential fire hazard, live Christmas trees and other live evergreens, are not permitted inside any Nob Hill buildings nor in any condominium units.
- B. Owners or residents found to have a live Christmas tree of evergreens will be responsible for its immediate removal, and will be assessed for the cost of any additional hallway cleaning as a result of pine needles or other debris left behind as a result of having the tree brought into or removed from the building. If necessary, the violation may be reported to the Fire Marshall.

## XVI. DELIVERIES

- A. Packages delivered by delivery services, such as UPS, FedEx or Amazon, etc. These companies may leave packages or notices of future deliveries in the lobbies of our buildings. The Association is not responsible for such deliveries, the accepting of deliveries, nor the security of packages left in the lobby areas. In addition, storage of delivered items are the responsibility of the resident.
- B. Newspaper delivery
  - 1. Current newspaper delivery is provided by a carrier employed by the Plain Dealer. The regular carrier has access to all of our buildings, so that papers can be delivered to the subscriber's door. The Association has no business relationship with these companies. If there is a problem with delivery, your concerns should be directed to the Plain Dealer or the company to which you are a subscriber.
  - 2. Any papers left at a unit door for over 24 hours will be discarded by cleaning personnel.
- C. Delivery of large items, such as appliances and furniture, at the F-building, must NOT use the front entrance to the building. Entrances on the north, south and east side of the building may be used for this purpose.

## XVII. LAUNDRY ROOMS

- A. Laundry room acceptable hours of operation are from 7:30 am to 10:30 pm each day.
- B. Laundry washers and dryers are provided by an outside contractor, who is responsible for the service and maintenance of their machines. No machine is owned nor operated by the Association.
- C. As a courtesy to other residents, please remove your laundry from the machines when finished, so others can do their laundry.
- D. No items of laundry are to be left in the laundry rooms to dry.
- E. All washing aids, such as detergents, fabric softener, etc are to be removed from the laundry room promptly after use.
- F. Please turn off the light in the laundry room when the room will be unoccupied.

- G. The laundry room facilities are not designed to accommodate the laundering articles used for animals of any kind, i.e. horse blankets and cat or dog bedding.
- H. Any problems with laundry machines can and should be reported by any user to the phone number or email address listed on the sticker affixed to the front of each washer or dryer. (Note: This is the only contractor residents are authorized to contact directly.) The stickers on each of the machines contain a machine number, which is a unique number that must be provided to the laundry company. This aids them in identifying the machine information and location. Residents are requested, after contacting the laundry company to report a situation with a machine, to place a note on the affected machine, so that others don't duplicate the reporting efforts.
- I. Our laundry machines were replaced in 2016, and operate on laundry smart cards. Recharging stations are currently located in the B-building and the F-building. If your smart card becomes lost or damaged, please contact the laundry company customer service department to purchase a replacement card. Again, their contact number is on the sticker on the front of any of our washers and dryers.
- J. Residents in the F-building are permitted to use any laundry room in the building. No resident has exclusive use nor priority in the use of any laundry room.

## **XVIII. STORAGE LOCKERS**

- A. One storage locker is assigned to each condominium unit for the purposes of providing additional storage space.
- B. In each of the Garden buildings (A-E) seven of the eight units in each building have been assigned a storage locker. The eighth unit does not, as that unit has an additional extended walk-in closet in the unit, which extends over the building front door entrance.
- C. No items are to be placed on the floor in storage areas outside of the storage lockers. Items must be kept inside the lockers. Any items left outside of the storage lockers will be discarded.
- D. Residents are responsible for keeping the storage area and lockers clean. The Association does not have access to the unit storage lockers.

# XIX. SWIMMING POOL

A. All persons using the pool or pool area do so at their own risk and sole responsibility in conformance with all rules and regulations. The Association, its Board Members, employees and contractors do not assume responsibility for any accident or injury in connection with such use. Any person violating pool rules may be barred from the pool and pool area. Your attention is directed to the posted Pool Rules and Regulations, which are a requirement of the Board of Health, as well as our insurance carrier.

## B. Pool Season-

1. Weather permitting, the pool is intended to be open from approximately Memorial Day to Labor Day.
2. The pool hours are also weather permitting, but are intended to be from about 10:00 am to 8:00 pm daily.
3. The pool will be closed during inclement weather or when the air temperature drops below 72 degrees.
4. The pool will immediately be considered closed when there is lightning in the area.

## C. POOL REGISTRATION

1. Nob Hill unit owners and their tenants are permitted to use the swimming pool and pool area facilities.
2. All children under age 16 must be accompanied by an adult.
3. Nob Hill unit owners, residents and their guests must sign-in on the pool attendant's daily log. This is a record of the number of persons using the pool and is used at season end to justify the continual costs of operating the pool.
4. We do not have a lifeguard on duty. Occasionally, there are pool monitors, who assist in maintaining the pool. They have the authority to deny pool use to anyone not obeying the pool rules.
5. Unit owners and residents may have guests at the pool, but the resident must be physically present with their guest. All guests must also sign in on the attendant's daily log.

## D. POOL PASSES

1. The pool is open to and maintained for unit owners, residents and their authorized guests. The unit owners pay for the ongoing operation of the pool through their maintenance fees. As such, non-authorized persons are not to use our pool. Non-authorized persons will be asked to leave. If they fail to do so immediately, the police

department should be contacted and the violator will be prosecuted for trespassing.

2. Pool passes will be issued at the beginning of the season upon the completion of the registration application.

#### E. HEALTH AND HYGIENE PRECAUTIONS

1. Persons suffering from a communicable disease, skin condition, open sores or infections, etc. are prohibited from using the pool.
2. Under no circumstances are pets allowed in the pool or pool area.

#### F. POOL CONDUCT

1. Proper swimming attire must be worn by anyone using the pool.
2. No person shall use the deep end of the pool until they have demonstrated the ability to swim two lengths of the pool.
3. No conduct shall be permitted which shall constitute a nuisance.
4. Running, pushing, wrestling, ball playing or causing undue disturbances in or about the pool is prohibited.
5. Floating devices can be used, but should be removed from the pool when you are done enjoying the pool.
6. Unit owners and tenants are responsible for the conduct of their guests.
7. All injuries must be reported to and logged by the pool attendant.
8. Alcohol is absolutely prohibited in the pool area.
9. Glassware of any kind is prohibited in the pool area.
10. Pool furniture may not be removed from the fenced deck area.
11. No one, other than authorized personnel, is to adjust or change any mechanical pool equipment or chemical levels.
12. The cost of any property damage caused by a unit owner, tenant or guest will be the responsibility of the unit owner.
13. There is a telephone at the pool attendant's desk, which is to be used for emergency purposes only.
14. The Association is not responsible for any items left behind by persons using the pool.

#### G. POOL PARTIES

1. Our pool collectively belongs to all condominium unit owners.
2. Pool parties, as for children's birthdays, can be held, but does not give exclusive use of the pool and pool area to the host or attendees.

3. Any non-pool party attendee has the right to use the pool during open pool hours.
4. Cooking devices- no cooking devices, such as barbecue grills or small appliances are permitted within the fenced pool area.

## XX. SALE OF CONDOMINIUM UNITS

- A. All condominium owners are required to give written notice to the Business Manager of any changes in occupancy as soon as that information is known.
- B. "For Sale" or "For Rent" signs are prohibited.
- C. Sale of your condominium unit:
  1. While a sale is pending, the title company or escrow agent will contact the Association to obtain information needed before title can transfer to the buyer. This generally includes the status of the unit fees owed to the Association for any outstanding assessments, maintenance fees or other fees, as well as other information, such as the Association's financial statements, annual budget and proof of insurance.
  2. Prior to title transfer, a walk-through must be conducted by the Association or their agent.
    - a. The purpose of the walk-through is to visually minimize the likelihood of any leaks from utilities or any violations of the Association's bylaws or rules and regulations.
    - b. If violations or defects are found during the Association walk-through, the Association's waiver of its right to first refusal will be withheld until the violation or defect is corrected.
    - c. For example, during a walk-through, suppose a water valve under a kitchen sink is found to be leaking. Same is to be immediately corrected by the seller. After repair, a second walk-through is conducted to verify the repair was made.
    - d. The Association walk-through is not any type of warranty of the unit, and does not replace the benefits of a professional home inspection.
    - e. Walk-through inspections should be coordinated with the Business Manager at least 14 days prior to scheduled closing.
  3. Transfer Fee



- a. The Association charges the seller \$250 at closing as a transfer fee.
- b. This covers the cost incurred for the compliance with the title company, escrow agent, mortgage company/lender, real estate companies, as well as the initial Association walk-through inspection.
- c. If additional walk-through inspections are necessary, they will be done for a \$75 fee charged to the Seller at closing.
- 4. Requirements of Seller
  - a. The Seller shall provide to the Buyer:
    - i. The Nob Hill Condominium Owners' Association Declarations, Bylaws, and Rules and Regulations.
    - ii. All keys to buildings doors, unit doors, mailbox, and storage unit (if locked).
    - iii. Laundry card assigned to unit
    - iv. Garage door remote opener (if applicable)
    - v. Notification to Buyer of assigned carport and location of storage unit.

## XXI. RENTAL OF YOUR CONDOMINIUM UNIT

- A. No unit shall be rented or leased for periods of less than 60 days.
- B. Units shall not be occupied by more than 1 single family.
- C. Prior to tenant move-in, the unit owner must provide to the Business Manager the following information:
  - 1. A copy of the landlord/tenant lease.
  - 2. Full name of the tenants and their contact information (phone, email, etc.)
  - 3. If a pet is to be housed in the unit, the pet fee and registration form must be submitted prior to the pet being housed in the unit.
- D. Owners are responsible for providing their tenants with a current copy of the Nob Hill Rules and Regulations Handbook, keys to their building, condo unit, mailbox, garage remote (if applicable) and the laundry card assigned to their unit.
- E. Unit owners are responsible for any violations of their tenants. Any violations from tenant violations will be forwarded to the violator and to the unit owner for resolution or responsibility.

F. Lease documents must contain a clause making them subject to the covenants and restrictions in the Nob Hill Declarations and Bylaws, and further, subject to the rules and regulations as presented in the Nob Hill Rules and Regulations Handbook.

G. Owners of rental units must register their properties with the Cuyahoga County Fiscal Office. This is per Ohio Revised Code Sections 5323.02 & 5323.99. This can be done by their website <https://fiscalofficer.cuyahogacounty.us> or by calling 216-443-7089.

## XXII. MOVING IN OR OUT

- A. Move-in and move-outs should be done at times least disruptive to other residents, and not conflict with scheduled work being done on our property or in our buildings.
- B. Move-in or move-outs must be coordinated with our Business Manager, and confirmation should be obtained before you contract with a moving company or persons assisting with the move. Requests for confirmation should be made at least one week in advance.
- C. If a unit owner fails to obtain move-in/move-out confirmation, and if that move interferes with scheduled work being done in any common area, the moving party will have to re-schedule their move. If they further fail to concede, the unit owner will be responsible for the cost of the workmen interference, which could involve the full cost of paying the workmen for their full day.
- D. An inspection of the building elevator, hallways, light fixtures, emergency exit signs and lighting, doors and flooring shall be made prior to and immediately after the move. It is recommended the owner take time and date stamped photographs to document the condition of same. If any damage is found to be caused by the move, the repairs will be charged to the party causing the damage or the unit owner.
- E. Moving hours for all units are 8:30 am to 5:30 pm Monday through Saturday. On Sundays and holidays, moving is discouraged.

## XXIII. FIRE PROTECTION AND ALARM SYSTEMS

- A. In the F-building, a central fire alarm system is connected with an alarm monitoring station, which automatically contacts the Chagrin Falls Fire Department anytime the system is activated.
- B. In the Garden buildings (A-E) there are also alarm systems, but they are not monitored by a monitoring station. Any activations of the fire alarm should be reported by calling 9-1-1, by anyone recognizing the system is activated.
- C. In any of our buildings, if a fire alarm is activated, it is best to assume there is a fire, and immediately exit the building.
- D. During any fire alarm activation in the F-building, the elevator should not be used during evacuation.
- E. Concerning the fire alarm activation, if you have any information to relay to the Chagrin Falls Fire Department, they can be contacted by telephone. Use 9-1-1 for emergencies only. All other calls should go to the dispatch non-emergency line 440-247-7321.
- F. There are fire extinguishers available throughout our buildings. In the F-building there are also alarm pull stations. These items, under law, are to be used only for emergencies and are not to be tampered with for any reason.
- G. SMOKE DETECTORS
  - 1. Each condominium unit in each of our buildings is equipped with a hard-wired smoke detector, generally located near the unit entry door.
  - 2. These detectors are electronically connected to an alarm panel. These detectors do not have internal batteries. The covers on these alarms should never be removed by persons other than an authorized alarm contractor working for the Association.
  - 3. In common areas, such as hallways and laundry rooms, the Association maintains numerous battery-operated smoke alarms. These smoke alarms are not part of the hard-wired system.
  - 4. Unit owners are encouraged to install additional smoke alarms inside their units. Those units can be battery-operated, hard-wired directly to the unit's electrical panel, or a combination of both.

## XXIV. BUILDING SYSTEMS AND EQUIPMENT

- A. No one is to tamper with any mechanical equipment in any Nob Hill building or on our property. If a problem is observed, the Business Manager or a Board Member should be contacted.
- B. The washers, dryers, telephone systems and cable TV distribution equipment and lines are not owned, operated nor serviced by the Nob Hill Condominium Owners' Association. Those items belong to the various companies that service them. They are on the property to provide a service to the residents.
- C. The roofs of all buildings, including carports and garages, are off limits to non-authorized persons. Authorized are Nob Hill employees and service contractors.
- D. All equipment and devices used in conjunction with utilities supplied to the Nob Hill property are to be handled only by persons authorized by the Association.
  - 1. No one is to tamper with or make any adjustments to the boilers or hot water heaters.
  - 2. No one is to tamper with or make any adjustments to electrical equipment or devices, such as breaker panels, timers, sensors, lights, elevator controls, HVAC equipment, alarm panels and electrical meters.
  - 3. If any device used in conjunction with utilities on the property is found to be malfunctioning, contact the Business Manager or a Board Member. Any condition perceived to be an emergency, such as a natural gas leak, fire, explosion, or electrical sparking, should be reported to the Chagrin Falls Fire Department by calling 9-1-1.

## XXV. CENTRAL HEATING SYSTEM

- A. Each of the residential buildings at Nob Hill (A-F) are provided heat through a hot-water central boiler system. The boilers circulate heated water through pipes in a loop, which makes the heated water available to each condominium unit, for purposes of providing heat.
- B. The heat in each condominium unit is controlled by a zone valve, which is located inside each condo, attached to the copper heating pipes. That zone valve may be controlled either by a wall-mounted thermostat or by a manual controller, attached to the outside of the zone valve. A manual controller looks like a large dial, protruding from a radiator cover, generally in a corner of a room. There are usually numbers on the dial, which are associated with the level of heat designed to enter the condominium unit.
- C. Maintenance of the zone valve- Since the zone valves are the responsibility of the unit owner, it is recommended that they are periodically inspected for proper operation. If they are to be serviced, only a professional, certified and insured

HVAC contractor should be contracted by the condo owner for that service. In most cases, if your condo has too little or too much heat, the zone valve is involved in that problem.

- D. The central boilers are not shut down from nor started for the heating season on a particular date. Boiler start ups and shut downs are determined strictly by the sustained outside temperature. All of our boilers have a WWSD (warm weather shut down) feature that thermostatically control the boilers. During those periods of temperature fluctuations, where days are above the WWSD but nights are below that level, there will be short periods where the system may transition from firing the burners to shutting them down. During these periods, the system may be manually controlled to help keep the temperature relatively constant and comfortable. When the temperatures vary more consistently away from the WWSD point, the boilers can operate more efficiently and effectively in an automatic mode.
- E. For the individual personal comfort preferences of residents, it is suggested that alternative options be considered, i.e. warmer / additional layers of clothing, a small space heater, electric blanket, etc. can be used.

## XXVI. BUILDING AND GROUNDS MANAGEMENT

- A. The Business Manager oversees and coordinates work performed by Nob Hill employees and service providers used to maintain our buildings and property.
- B. Our buildings all have entry doors that automatically lock, to assist in the security of our buildings.
- C. Doors should not be propped open or otherwise left unsecured beyond momentarily for purposes of carrying items in or out. Leaving a door propped, while unmanned, defeats the security of the building and residents.
- D. Keys for buildings will not be provided by the Association to non-residents. Authorized distributions of keys will be made after the cost of doing so is paid to the Association.
- E. To avoid being locked out of your unit, it is recommended you make arrangements to leave a key with a trusted relative or neighbor. If you wish to leave a key on file with the Association, contact the Business Manager.
- F. If there is an emergency involved with being locked out, such as being locked out with the stove on or with an unattended baby inside, call 9-1-1 for police and fire department assistance. Be sure to explain the exigent circumstances.
- G. If there is not an emergency involved with being locked out, and your key is on file with the Association, contact the Business Manager for assistance. The only

cost to the person requesting assistance may be for a maintenance person to respond to unlock the door. The remaining alternative is to contact a locksmith for assistance. Any cost incurred is that of the person requesting those services and is payable to the locksmith contractor directly.

## XXVII. ARCHITECTURAL GUIDELINES

- A. Interior unit architectural changes are subject to local/state building codes and regulations involving the Village of Chagrin Falls and the State of Ohio.
- B. Unit owners wishing to make structural modifications, or extensive remodeling involving moving of interior walls should have their plans drawn and submitted to the appropriate government agency and to the Nob Hill Condominium Owners' Association.
  - 1. The Association Board will review the submitted plans and request and will notify the applicant/requestor of their decision, in writing, within 30 days.
- C. For less extensive remodeling, but involving home improvement, the following guidelines provide standards for specific exterior improvement projects, such as windows, sliding glass doors, balconies, patios and decks. Unless otherwise noted, the Nob Hill Condominium Association Board approval is required for:
  - 1. Window and door replacement, which must conform with the architectural precedents set by the Board;
  - 2. An upgrade in the quality of windows or doors is permitted providing the replacement matches the existing windows and doors in design and color, i.e. white vinyl clad and custom made to fit the existing openings.
  - 3. Maintenance and upkeep of windows, doors, balconies, patios, decks and air conditioner grates/covers is the responsibility of the unit owner.

## XXVIII. LANDSCAPE PLANTINGS AND FLOWERS

- A. Unit owners may add additional shrubbery of decorative plantings in the flowerbed or shrub areas immediately adjacent to their condominium unit.
- B. Under no circumstances may a unit owner cause the topography of these areas to be modified. By design, water runoff is maintained so that water runs away from the building foundations, and that shall not be modified or disturbed by any unit owner or resident. Similarly, no water retention ponds or areas made to hold rainwater may be added without Board approval.
- C. If a unit owner plants any shrubbery or flowers, those items must be maintained by the unit owner, in a manner that does not detract from the appearance of the general area.

- D. During maintenance of their shrubbery or flowers, unit owners are not to leave any garden or yard tools, or water hoses behind.
- E. The Association's contracted landscaper will not water, fertilize, nor maintain any planted materials added by a unit owner or resident. Those items are considered to be general maintenance that remains the responsibility of the unit owner.
- F. No plantings are permitted to be added in any of the grassy areas, so as to not interfere with the contracted landscape service.

## XXIX. MISCELLANEOUS OWNER RESPONSIBILITIES

- A. Play equipment, toys and bicycles: These items are not permitted to be left in any common areas inside or outside of our buildings.
- B. Feeding of wildlife, including deer and birds:
  1. Bird feeders, with the exception of Hummingbird feeders, are discouraged as they are subject to attracting other unwanted wildlife, such as raccoons, mice, rats, squirrels, etc.
  2. Bird feeders are not permitted on any balconies, as they can be dislodged during windy days, and become a safety concern.
  3. No food of any kind is to be left outside in any common area, as such to provide for deer or other wildlife. This may attract other unwanted wildlife or create an unsanitary condition.
- C. MAILBOXES
  1. Each condo unit is assigned a mailbox. The locks on those mailboxes are the responsibility of individual owners to repair or maintain. The Association does not have keys for any of the mailboxes, and does not replace locks for mailboxes.
  2. Each unit owner is required to have a unit number and name on the outside of their mailbox door.
  3. Failure to have nameplate identification on the mailbox door may result in non-delivery or misdelivery of mail from the U.S. Postal Service.

## XXX. MAINTENANCE / REPAIR RESPONSIBILITIES

Certain maintenance and repairs are the responsibility of the Association, others are the responsibility of the unit owners. The question as to who is responsible for what items can be answered through definition and

understanding of the various property classifications within a condominium association. The following definitions are offered:

A. Individual unit: The boundaries of the individually owned unit and everything within its boundaries built and installed for the exclusive use of said unit's occupants. This is "Home Sweet Home", and all maintenance and repair costs are that of the unit owners.

B. Common elements: Common elements are everything but the individually owned unit. Common elements are owned by all unit owners. Examples include roofs, lawns, parking areas, sidewalks, storage lockers and garages. The repair and maintenance of all the common elements is done by the Association with maintenance fees, except as otherwise noted.

C. Limited Common elements: Certain parts of a condominium association's property are designed and built specifically for individually owned condominium unit(s). Examples include patios and balconies only serving one unit, and exterior doors and windows of an individual unit.

Note: These are designated "common elements" because the association has control over how and when they are to be maintained. Their complete designation is, however, "limited common element" because their use is limited and private to only one unit owner. Maintenance and repairs then becomes the obligation and expense of that individual condominium unit owner. For example, the private balcony with a particular unit is for that condominium unit owner's use only, so the costs to repair and maintain it is that of the unit owner. However, note that the Association has the right to mandate the paint/stain color of the balcony railing, so all balconies appear the same.

D. UNIT OWNER'S RESPONSIBILITIES –(Defined in the Declaration of Condominium Ownership p.6)

1. All doors, door frames, door screens, and glass doors;
2. All windows, window frames, window sashes and screens;
3. Utility service lines, pipes and conduit serving an individual unit;
4. All heating, cooling, and ventilation equipment serving an individual unit, i.e. thermostats, zone valves and heat controllers, water shut-off valves;
5. Balconies and patios;
6. Garage door openers;
7. Exterior water faucets and electrical outlets serving an individual unit;
8. Repair of appliances, all equipment and interior walls and alterations thereto are the unit owner's responsibility;



9. All decorated surfaces including drywall, paint, paper and carpet;
10. Insurance for unit owner's coverage;
11. Any additions or modifications made to a unit by its owner;
12. Mailbox lock and keys;
13. In case of damage to a resident's unit caused by the negligence of a resident above or adjacent to the unit, the offending unit owner is responsible for all damage repairs. Some examples follow:
  - a. Example #1: The condensation pipe on the air conditioning unit was clogged with mineral deposits and algae. The condition must have existed for some time, causing water damage to the condominium below.
  - b. Example #2: A resident started their dishwasher and then left for work. The dishwasher's drain clogged, causing the dishwasher to overflow and leak into the condominium unit below causing damage.
  - c. Example #3: An owner never checked the hot water heating lines inside his/her unit. What had been a very small leak in the pipeline corroded to a point when it finally broke open one evening, draining a significant amount of water into the offending unit and its neighboring units below, causing major water damage.
  - d. Example #4: The wax seal around the base of the toilet had failed, causing water to leak into the unit below, causing considerable damage to the ceiling below. The wax seal cannot be seen as it is installed under the base of the toilet.
  - e. Recommendation: Be aware of the potential for problems. Realize as appliances, fixtures and pipes age, preventative inspection and maintenance is essential. Periodically have someone conduct inspections for maintenance purposes. A small amount of prevention done proactively may prevent costly repairs later.
  - f. Remember, the Association is not responsible for the maintenance of fixtures or appliances, including hot water heat lines, drainage lines and water supply lines that serve only one private unit.

#### E. CONDOMINIUM ASSOCIATION RESPONSIBILITIES

1. Building exteriors, foundations and roofs;
2. Gutters and downspouts;
3. Roadways, driveways, parking areas and sidewalks;
4. Landscaping, including grass cutting, fertilization of lawns, common elements, gardens and trees;
5. Snow removal from streets, parking areas and sidewalks;
6. Maintenance of the swimming pool;
7. Exterior post lamps;
8. Exterminating service;

9. Maintenance and management employees;
10. Street signs and other property information signs;
11. Common element electrical use and maintenance;
12. Delivery and maintenance of shared utility lines used in providing natural gas, water and sewer. Lines not shared are the responsibility of the unit owner.
13. Rubbish removal service;
14. Common element entrances and hallways;
15. Common element insurance coverage required.

Note: The responsibilities described above in section “D” and “E” is not a comprehensive list of all responsibilities. Your attention is directed to the Association’s Declarations of Ownership and Bylaws, for clarification of responsibilities.

## XXXI. MAINTENANCE FEES, LIEN PROCEDURES AND COSTS OF COLLECTION

- A. Maintenance fees and assessments are due on the first day of each month. If not received by the 10<sup>th</sup> day of the month, a late fee is imposed. Be advised that the Association does not send monthly invoices. As a courtesy, if a unit owner makes a request, a reminder can be sent to a unit owner via email, if a valid unit owner’s email address is provided to the Business Manager.
- B. In the event that a late charge is imposed, that fee is currently \$20 per month. Note that unpaid late payments or partial payments always will be applied to the oldest unpaid delinquent fees. If payments are not current, late fees will continue to accumulate.
- C. Unpaid maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
- D. Any costs, including attorney fees, recording costs, title reports and court costs incurred by the Association in the process of foreclosure, lien, the collection of delinquent maintenance fees or other assessments shall be added to the amount owned by the delinquent owner to the Association.
- E. If any unit owner fails to perform any act that he/she is required to perform by the Declarations, Bylaws or Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation, and shall charge and collect from said unit owner the entire cost and expense, including attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the

payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expense.

## XXXII. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the any provisions in the Declarations, Bylaws or Rules and Regulations, are to be made IN WRITING, and provided to any member of the Board of Directors or to the Business Manager. The document must clearly identify persons allegedly involved, the alleged violation(s), and shall provide detailed information, including documented proof when possible, and be signed by the person bringing the complaint.
- B. The Board, or its representative, will in most instances, contact the alleged violator after the receipt of the complaint and a reasonable effort will be made to gain the violator's agreement to resolve the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to sanctions by the Association's Rules and Regulations covering Due Process Procedures as established by the State of Ohio, HB 220; Statutes Governing the Operation of Homeowner's Associations, and as authorized by Nob Hill's Declaration of Ownership document. (See section XXXIII below.)

## XXXIII. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

- A. If any unit owner or his/her tenant(s) violated a rule in a manner which, by the determination of the Board of Directors, affects the rights of others or their property, legal action will be initiated.
- B. The entire cost of a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
- C. In accordance with the procedure outline in item "E" below, an assessment of \$50 or more per occurrence may be levied by the Board of Directors on any owner found in violation of the Rules and Regulations.

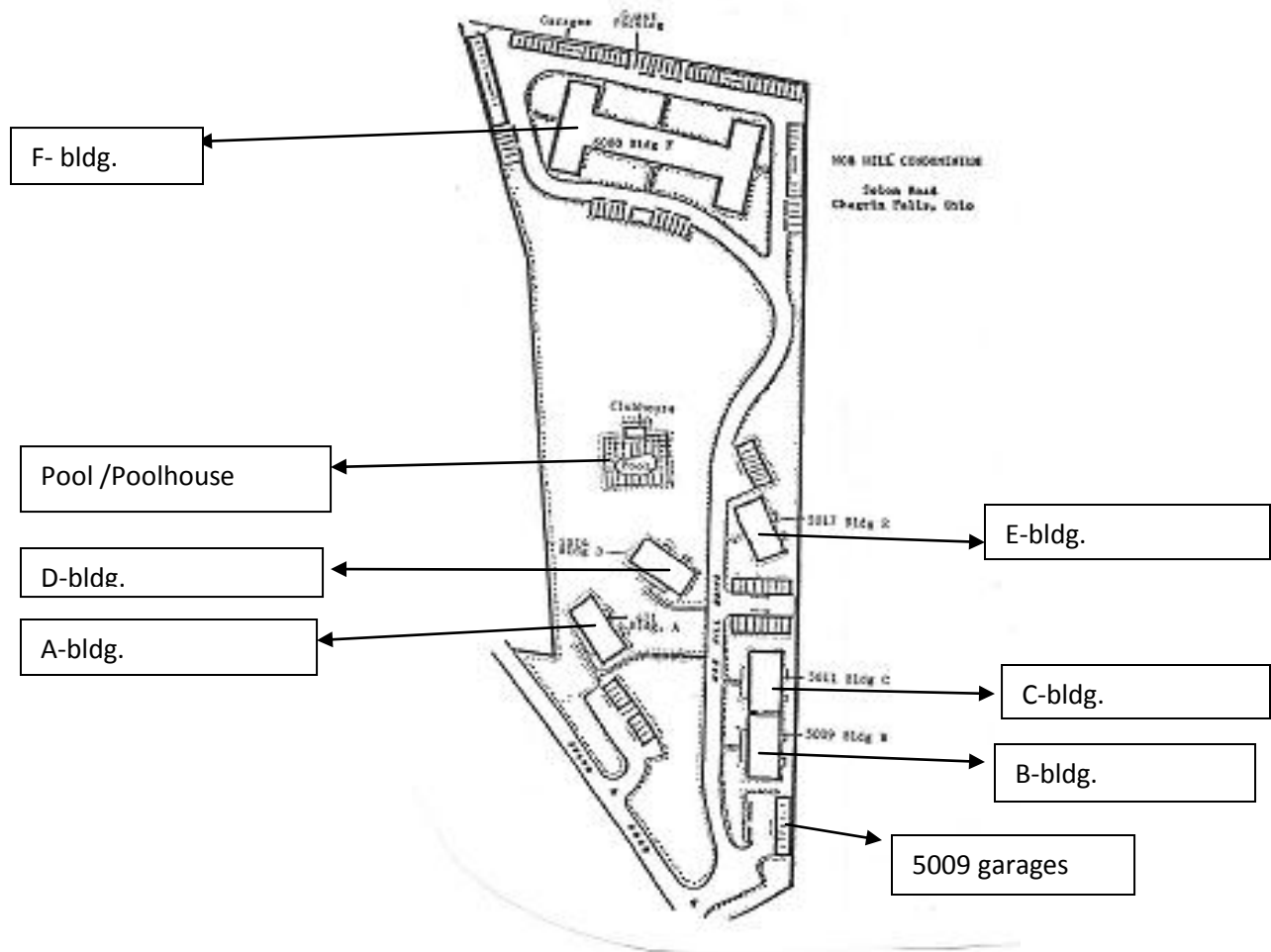
Note- for clarification- if the violator is not an owner, but a tenant, the unit owner is ultimately responsible for the actions of their tenant, and will be held liable for the rule violation assessment.

- D. In addition, all costs for extra cleaning, maintenance or work performed by employees, contractors or Board members to resolve the violation of any Rules and Regulations, will be added to the assessment.
1. Example: A resident carelessly leaves his trash in the hallway. The resident can be assessed \$50 per occurrence (per day) for the violation, plus, if the trash has to be removed, the violator will be billed for the cost to have someone respond to correct the violation.
- E. Prior to imposition of an assessment for a rule violation, pursuant to Ohio law, the Board must establish and follow a Due Process Procedure policy. The procedure, under Ohio law, is as follows:
1. Written notice to stop the alleged violation will be sent to the alleged violator, specifying:
    - a. the alleged violation,
    - b. the action required to abate the violation, and
    - c. a specified time period during which the violation may be abated without imposition of an assessment.
    - d. Also required is the amount of the proposed charge or assessment.
  2. After 30 days of the initial notice, if no action is taken to correct the alleged violation, the Association must notify the alleged violator / owner of their right to a hearing before the Board of Directors to contest the proposed charges or assessments.
  3. To request a hearing, the owner shall deliver a written notice to the Board of Directors not later than 10 days after receiving the notice required by law. If the owner fails to make a timely request for a hearing, the right to a hearing is waived, and the Board may immediately impose a charge for the assessment.
  4. If the unit owner requests a hearing, at least 7 days prior to the hearing, the Board of Directors shall provide the unit owner with a written notice that includes the date, time, and location of the hearing. Note that the Board of Directors shall not levy a charge or assessment for holding any hearing requested pursuant to this section.
  5. The hearing shall be held in executive session. Prior to the imposition of an assessment hereunder, proof of notice and the request to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate, if a copy of the notice, together with a statement of the date and manner of delivery, is entered. The minutes of the meeting shall contain a statement of the results of the hearing and, if any, the imposed assessment. An assessment will

only be imposed by the unanimous vote of the Board members present at said meeting.

6. Upon completion of the hearing, the owner, at the Board's discretion, may be given a reasonable amount of time to cure the violation before the charge is assessed.
7. Within 30 days following a hearing at which the Board imposes the charge or assessment, the Board of Directors shall deliver written notice of the charge or assessment to the owner. Note that the written notice shall be delivered to the unit owner by personal delivery, certified mail or regular U.S. mail.

# MAP OF NOB HILL CAMPUS



NOB HILL CONDOMINIUMS  
PET REGISTRATION AND FEE FORM

Owner Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Pet Information:

Type: \_\_\_ dog            \_\_\_ cat

Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Sex: M / F

Pet's name: \_\_\_\_\_ License county and tag

# \_\_\_\_\_

Identifying Details:

\_\_\_\_\_  
\_\_\_\_\_

Fee Information: (fees are non-refundable)

Cat: \$200

Dog: \$500

Fees are payable and should be sent to: Nob Hill Condominium Owners' Association, Inc., P.O. Box #136, Chagrin Falls, Ohio 44022.

In accordance with the Nob Hill Rules and Regulations, the completed pet registration form and associated pet fees must be paid prior to bringing the pet onto the property.

In addition, as a pet owner, the following applies:

1. The pet described in this registration is the only pet for which such permission is requested or may be granted. I understand that additional pets must be registered and the appropriate fee paid.
2. If permission to bring the pet to Nob Hill is granted by the Board, I/we will consistently and diligently supervise and be fully responsible for said pet in such a manner as to prevent it from, in any way, becoming a nuisance or objectionable to anyone.
3. I understand that said pet shall never be allowed to freely roam anywhere on Nob Hill property, and I understand that pets must be leashed at all times outside of my condo unit, per Nob Hill Rules and Regulations, as well as the Chagrin Falls ordinance #505.01. I also understand that the person accompanying the pet must maintain full control and must immediately pickup any excrement left behind by the pet.

4. I / we accept full responsibility for any damage or any task of maintenance caused by said pet.
5. I understand that this permission to bring a pet onto Nob Hill property, if granted, is purely conditional and may be cancelled by the majority of the Board of Directors of the Association for any violation of the Rules and Regulations, or if the animal is in violation of any ordinances of the Village of Chagrin Falls or the State of Ohio. I / We understand that, if a cancellation occurs, I / We will promptly and permanently, without recourse, remove said pet from all Nob Hill property.

As a unit owner / resident, and pet owner, I/we hereby agree to abide by the above regulations.

Pet owner(s): \_\_\_\_\_

Date: \_\_\_\_\_



# CONTACT INFORMATION

For emergencies: Chagrin Falls Police or Fire Department – call 9-1-1  
For non-emergencies: Call the Chagrin Falls Police /Fire Dispatch 440-247-7321

Pet Emergencies: VCA Great Lakes Veterinary Specialists (animal hospital open 24 hrs.), 4760 Richmond Rd, Warrensville Heights, OH 44128, (216) 831-6789 (On Richmond Rd. just north of Miles Rd.)

Nob Hill Board of Directors: nobhill@roadrunner.com  
*President*, Richard L. Phend 440-247-6784(h), 440-554-7111(c)  
*Vice- President*, Sherry Ogrin 216-314-6625(c)  
*Secretary*, Leslie O'Malley 440-247-6907  
*Member*, Jim Toth 440-543-0534  
*Member*, Karen Savel 440-552-4364

Nob Hill – *Business Manager*, Andy Capwill 440-537-4500 or nobhill@roadrunner.com

If contacting any of these persons, please be considerate as to the time of day in which you are calling. Unless an emergency, calls should be during normal working hours.

Other useful contact information:

AT&T: [www.att.com](http://www.att.com) or 800-246-8464  
Chagrin Falls Village Hall / Water Dept. 440-247-5050  
CSC Service Works / Coinmach-laundry machines [www.cscsw.com](http://www.cscsw.com)

Dominion East Ohio Gas- customer service 800-362-7557  
Dominion East Ohio Gas- emergencies 877-542-2630  
Illuminating Company- to report emergencies or outages: 888-544-4877  
Illuminating Company- customer service 800-589-3101 or [www.firstenergycorp.com](http://www.firstenergycorp.com)  
Kimble- 800-201-0005  
Spectrum- 833-MY-SPECTRUM (833-697-7328) our bulk account #259850401