

THE VICTORIAN CONDOMINIUM ASSOCIATION

HANDBOOK OF RULES, INFORMATION AND PROCEDURES

Revised and enacted by the Victorian Condominium Board of Directors, July 31, 2020

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INTRODUCTION

WELCOME TO THE VICTORIAN CONDOMINIUM ASSOCIATION. The Board of Directors of the Victorian Condominium Association welcomes Unit Owners and Occupants (Owners/Occupants) and does all in its power to maintain a reasonably safe, healthful, and attractive building and grounds for all who have chosen to live here. The Association Declaration of Condominium Ownership, Bylaws, Amendments, and Rules, Procedures, and Information (known as Rules) define the standard of living that Owner/Occupants may expect from our condominium environment. In accordance with the Bylaws and with the objectives of protecting the rights of each Owner/Occupant and maintaining a reasonably safe and comfortable environment for all, the Board of Directors provides Unit Owners with these updated Rules, Information, and Procedures. Owners/ Occupants are responsible for adhering to the Rules, Procedures, and Information as well as ensuring that their employees and visitors do so as well. **All activities that unnecessarily infringe upon the rights and comfort of others are prohibited.**

The Board of Directors employs a professional Real Estate Management Company to manage the day-to-day operations of the Association and Condominium Property, including advising the Board, collecting fees, payment of bills, communicating with vendors and contractors, overseeing work performed by Custodial Superintendent(s) and contractors, and ensuring that services are maintained and repairs made promptly.

The Board of Directors strongly encourage all Unit Owners and occupants to familiarize themselves with and refer to this document, which includes the Rules along with safety information and suggestions for successful, cooperative living. If something arises that is not covered by the Rules, refer to your copy of the Declaration and/or Bylaws, Amendments or contact the Management Company or the Board of Directors. Unit Owners need to have a copy of the Declaration of Condominium Ownership and Bylaws and Amendments, which may be obtained from the Management Company or from the County Recorder for a fee. Owners should be provided these materials by their real estate representatives prior to moving into the Victorian Condominiums.

INFORMATION

Channels of Communication

The five members of the Board of Directors, elected by the Owners of the Units, serve without compensation and are responsible for making the decisions on all matters affecting the Condominium Property at their Board meetings.

The Board requests and appreciates your cooperation in respecting the fact that Board members are not individually responsible for resolving Association matters nor are they employees and ordinarily should not be contacted directly on Association-related matters outside the Board meetings.

The Association relies on the Management Company to carry out the Board's decisions and to handle communications to the Unit Owners, as well as those between the Association and the Association's contractors, vendors, etc. Unit Owners/Occupants should direct questions, concerns, and requests for information about the maintenance, repair, etc., of the property to the Management Company in writing, with a copy to the Board President, to assure that their questions and concerns are addressed and resolved. Issues can also be brought to the attention of the Board of Directors at their monthly meetings.

Unit Owner/Occupant(s), who become aware of maintenance and/or repair problems on Condominium Property, should inform the Custodial Superintendent of the problem(s) but should not attempt to direct the priorities or the work schedule of the Custodial Superintendent. The Custodial Superintendent is typically available Monday-Friday, 8:00 am to 4:30 pm. Telephone numbers for the Custodial Superintendent and the current Board members are posted in the mail room.

In cases of emergency, such as fire, **immediate** safety/security, or immediate damaging water problems, Unit Owners/Occupants should contact the fire/police departments, or if more appropriate a plumber, immediately. The Unit Owners should also contact the Custodial Superintendent during the week or contact Village Management to let them know about the problem. The front entrance has an emergency lock box with a master key to the building for use of emergency services.

The Victorian has a party room, mail room, library, and game room. Details of use are included within the Rules and Procedures section of this document

Utilities/Housekeeping

Each Victorian Condominium Unit Owner and/or Occupant is responsible for the connection/disconnection and payment of their individually metered electric utilities. Natural gas, water, and sewer are provided by the Association and are included in the maintenance fees charged to Unit Owners. Any utility-related problems should be reported directly to the utility service provider.

Extermination service in the Common Elements is the responsibility of the Association. However, pest control within the individual Units is the Unit Owner's responsibility.

Unit Owners are responsible for repairs and maintenance of everything within their own Unit. Unit Owners may wish to check with other Unit Owners/Occupants for recommendations for reputable service providers.

In certain circumstances, in-Unit problems could originate outside the owner's Unit (in a neighboring Unit or a Common Element). Therefore, the Custodial Superintendent should be informed of in-Unit problems. If the problem(s) is the responsibility of the Association, the Custodial Superintendent will advise the Management Company, which will have the problem(s) corrected.

Furnace

Unit furnaces are the responsibility of the Unit Owner. Furnaces should be checked at least yearly by a qualified heating contractor. A faulty gas furnace exhaust system can distribute deadly poisonous carbon monoxide gas into the dwelling areas. Installation of carbon monoxide detectors is also recommended.

Air Conditioning Units

Unit air conditioners are the responsibility of the Unit Owner. It is strongly recommended that air conditioners be checked and serviced at the beginning of each summer season. If not serviced on a regular basis, the air conditioning unit can develop a drainage problem (condensate drain line). This can create water damage to units below if not properly serviced. Access to the roof by service contractors should be arranged through the Custodial Superintendent.

Access to Individual Units

The Board and its authorized representatives have the right to enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health and safety of the Occupant of that Unit or another Unit.

Smoke Detectors

Smoke detectors are the responsibility of the Unit owner. A smoke detector must be in constant operation in each Unit and installed in accordance with the manufacturer's recommendations.

Preferably, two smoke detectors should be in operation in the Unit. (It is recommended that detectors be hard-wired to an electric source and contain a battery backup power supply.) It is recommended that Unit Owners test the detectors at least monthly. Batteries should be replaced at least twice a year.

Trash/Recycling

The containers for trash, cardboard, and recycling are in the east and west garages. Trash is picked up every Monday and Thursday, with recycling only on Thursdays. See Rules section for further instruction.

Insurance

A master insurance policy is purchased by the Association to insure the Common Elements for casualties and the Association and the Board of Directors for liability. Each Unit Owner must obtain separate and individual coverage for his/her Unit, personal property and for personal liability. The

Board of Directors recommends that Unit Owners have their personal insurance agents review the Declaration and Bylaws. Loss claims against the master policy may only be filed by the Board of Directors.

Laundry Rooms

The laundry rooms are equipped with coin-operated washers and dryers, maintained for the convenience of all Occupants. Please keep them tidy and clean the lint traps after each use. LAUNDRY ROOMS (and other common areas) ARE NOT TO BE USED FOR STORAGE OF ANY KIND.

Television Service

Cable television programming and outlets are available to Occupants at their own expense as a private contract between the Unit Owner/Occupant and the cable company. The cable television service providers in the area are Spectrum and AT&T. The installation and/or disconnection of cable service is the responsibility of the Unit Owner/ occupants.

- To ensure that wiring is placed only on approved Limited Common Element areas and/or within individual suites, the Unit Owner/Occupant should notify the Custodial Superintendent of the planned installation of cable service. If any wiring is found to be installed in any other areas without the approval of the Association, it shall be immediately removed at the Unit Owner's expense.
- Installation of any satellite dish/antenna on, attached to, or extending into the Common Elements is prohibited. Any Unit Owner/Occupant considering the installation of a satellite dish/antenna in the Unit Owner's Limited Common Element, i.e., the balcony, must submit a drawing to the Board indicating the proposed size, location, height, and screening materials to be used. (A copy of the Association's Satellite Dish Rules and Regulations may be obtained from the Management Company.)

RULES AND PROCEDURES

If there is any inadvertent discrepancy between these Rules and the official documents of record, the Declaration of Condominium Ownership and Bylaws and Amendments shall govern.

Applicable forms may be found in the Appendices at the end of this document.

Security/Safety

- Access to the Victorian by Occupants may be made at the front and rear entrances with the use of an electronic key fob. Visitor entry is made with the use of the intercom systems at the front and rear entrances. The intercom system places a telephone call to the Occupant's designated phone (landline or mobile phone) that allows the Occupant to speak to the visitor. When a visitor rings your designated telephone number and you have properly identified them, press "6" on your telephone keypad to allow them entry. To refuse entry, explain and hang up.
- Solicitation is prohibited unless prior written approval has been received from the Board of Directors.
- Whether you are in your suite or in the lobby, DO NOT unlock the lobby or rear door for a caller or visitor who is unknown to you or who is there to see another resident. To prevent unauthorized entry, DO NOT LEAVE ANY OUTSIDE DOOR UNLOCKED OR PROPPED OPEN.
- If you prop open the door to the garage for your convenience, make sure it is closed and locked immediately after your use. Door props may occasionally stick and hold the door open as the door swings shut, so check to be certain the door is firmly closed.
- The Victorian is a limited-access building. To maintain security and restrict access, it is recommended that a duplicate key fob and unit key for building entry should be given only to an immediate family member who is authorized and needs to have access to your Unit.
- In case of fire, do not use the elevators. Exit by the stairwells at the north and south ends of the building or through the lobby exit. Occupants unable to use the stairs in emergency situations may need to retreat to their outside balconies until rescue arrives.
- If an occupant plans to be away for an extended period, it is recommended that water faucets to washers be turned off, TVs and other media equipment be unplugged, arrangements for mail pickup be made, newspaper delivery be stopped, and a Board member, a neighbor, and/or the Management Company be notified of your intended absence and provided with information on a person to be contacted in an emergency. Let the Custodial Superintendent know of your planned absence as well.

Amenities

Party Room: The party room, located on the ground floor, may be reserved by an Owner/Occupant for a social evening, birthday celebration, etc. and must be supervised/attended by the Owner/Occupant. To avoid scheduling conflicts, submit your request as soon as possible. The reservation form is available in the mailroom. The completed form, along with any necessary fee, should be given to the Custodial Superintendent.

Owner/Occupant may inspect the condition of both the room and the kitchen with the Custodial Superintendent prior to date reserved. Owner/occupant is responsible for the cleanliness and order of the room after use. Please deposit trash, and any recyclable items, in the appropriate dumpsters in the garage. A 24-hour cancellation notice to the Custodial Superintendent is requested.

- The fee for Custodial Superintendent's services in connection with the reserved party room use is payable directly to the Custodial Superintendent.
- There is no charge for use of the room when the kitchen facilities are not utilized, when there are no deliveries, and when there are no other needs for the services of the Custodial Superintendent.
- There is a minimal fee for use of the party room, kitchen facilities, and when deliveries and returns are involved. The amount due can be found on the Reservation form. Extra services will incur a greater charge, depending upon the nature of those services, and should be discussed with the Custodial Superintendent in advance.
- Entrance to the party room by invited guests is gained by using the telephone entry system. Alternatively, the host may have someone stationed in the lobby to admit invited guests.
The lobby door is not to be propped open and left unattended.
- Guest activity is to be restricted to the party room. The lobby area is not to be used as an adjunct to the party room. Guests may use the game room under the supervision of the Owner/Occupant. Running through the lobby, hallways, stairs, and other disruptive behavior is prohibited. The party room must be vacated by 10pm so as not to disturb the peace of anyone in the building. Any damages incurred will be billed to the Owner/Occupant reserving the party room. The Owner is ultimately responsible for the conduct of any and all guests.
- Party room windows must be closed prior to leaving the room.

Mail Room: The mail room is located off the lobby and access is available with the Unit Owner's key. In addition to the mailboxes, a cart for moving luggage or other heavy objects within the building is available. The cart should be returned to the mail room immediately after use.

Game Room: The game room is located on the east side of the ground floor and is reserved for the exclusive use of Victorian Unit Owners and their guests. Unit Owners will be responsible for the proper care, clean up and use of the room and for the conduct of all guests.

Library Room: The library room is located near the east elevator on floor one. Books may be borrowed as well as donated.

Courtyard: A quiet place to read or relax. Unit balconies face the courtyard, therefore please be mindful of noise level.

Garages/Vehicle Operation

- Vehicles may be operated in the garages for entry and exit and may not be operated more than one minute within the garage to reduce exhaust fumes. The overhead entry doors to the garages are equipped with a timer to close within 15 seconds. Occupants should allow the door to FULLY OPEN before exiting or entering the garage. Occupants need to check to see the garage door is closing following entrance and exit. In case of power failure or malfunction of garage doors, contact the Custodial Superintendent or the Management Company. The speed limit within the garage is 5 miles per hour.
- Car lights should be on when entering and exiting the garage.
- The lobby-to-garage doors shall always be kept closed when not attended.
- To obtain a replacement garage door opener, complete the form and follow the instructions to remit a check for the correct amount to the Custodial Superintendent. The forms are found in the Mail Room.
- Occupants must exercise care to park only within the lines of their own assigned garage space(s). The assigned parking space(s) are for automobile and bicycle parking for each Unit. Garage areas must be kept in good order. Perishable, combustible, flammable, or noxious materials or unsightly items are prohibited from being stored in the garage. Any other items, grocery carts, protective tires to prevent bumper scratches, etc., must occupy only a small space against the garage wall and must be readily and easily removable for garage maintenance and cleaning. **The garage parking area is not to be used as a general overflow storage area.**
- Vehicles shall be validly licensed, in good running condition, and free of leaking fluids. Vehicles that pose an undue health or safety risk are prohibited within the garages or on the

Condominium Property. Repair and maintenance of vehicles, including fluid changes, is prohibited within the garages or on the Condominium Property. Any vehicle found to be in violation of the Rules, Declaration or Bylaws of the Association is subject to immediate removal.

- Car washing **may** be available by prior arrangement with the Custodial Superintendent (fee payable to Custodial Superintendent) but must occur outside of the Custodial Superintendent's regular workday (evening or weekends). Car washing is only available to Owner/Occupants and the garage is never to be used to service or wash vehicles that do not belong to the Unit Owners/Occupants. Car washing by the Custodial Superintendent is not considered an amenity or expectation and is subject to the availability and agreement of the Custodial Superintendent.
- Unit Owners/Occupants may utilize the garage facility to wash only their own cars between 8:00 am and 8:00 pm.
- When washing your car, be mindful of the amount of soap used (very little is needed) to avoid soapsuds backup in the garage drains. Report any plumbing issues to the Custodial Superintendent during the week (unless there is an emergency situation on a weekend).

Utilities

- Occasionally individual unit utility problems can impact units above, below, or beside your unit. Plumbing non-routine emergencies, which may cause damage through shared pipes, need to be reported to the Custodial Superintendent after contacting a plumber.
- The Management Company will report to the Board of Directors any significant damage to other units caused by a malfunction of a utility or equipment in another unit.

Housekeeping/Maintenance

- Consult with the Custodial Superintendent before drilling or nailing into the limited common area walls on your balcony or in the garage.
- Custodial Superintendent is responsible for cleaning and sanitizing the common elements on a daily, weekly, and/or monthly schedule, as defined by industry standards and the specifics of the Job Description. This may include the hiring of outside contractors for special projects such as deep carpet cleaning, as directed by Village Management and the Board of Directors.
- Smoking and alcoholic beverages are prohibited in the Common Elements or in areas where the safety, health, and comfort of others may be affected.
- Each Unit is assigned a locker area for storage purposes and the use of Common Elements, e.g. laundry rooms, for storage purposes is not permitted. Storage of flammable and all hazardous

materials in locker areas is prohibited. Storage is limited to the actual storage locker and no item may be stored outside of the storage unit in the group storage room access area.

- Nothing is to be stored in furnace areas.
- No personal items are to be left in the hallways at any time. Please do not leave mats, umbrellas, overshoes, etc., outside your Unit.
- Unit Owners must arrange for all deliveries to be received at the REAR door or through the garage as necessary between 8:00 am and 4:30 pm, Monday-Friday.
- Service people are to park in the rear and use the rear door.
- Arrangements for large deliveries, such as appliances and furniture, must be made with the Custodial Superintendent. Fees for services outside of Custodial Superintendent's regular hours (8:00am - 4:30pm) are payable directly to the Custodial Superintendent. Unit Owners are responsible for any damages caused by deliveries.
- Balconies are not to be used for general storage. Flowerpots and hanging baskets on individual balconies are not to extend beyond railings or walls. One flag of the United States may be displayed within the confines of the balcony of the Unit. The flag should be no larger than 4x6 feet, of standard material (nylon, polyester, cotton), and its installation must not damage the exterior or surface of the building. Unit Owners desiring to fly the flag must also comply with the rules governing the display of the American flag.
- Floor coverings are not recommended for balconies. If any floor coverings are used, they must meet industry-approved standards, and any or all damage resulting from such coverings will be the responsibility of the Unit Owner. Any awnings or other attachments to outside walls must have the prior written approval of the Board of Directors before installation.
- Bird feeders and outdoor grills are prohibited.
- To prevent costly plumbing repairs, materials that may cause blockages and/or damage, such as coffee grounds, banana peels, fibrous foods (e.g., celery, etc.) paper towels, diaper or personal wipes, chemical solvents, kitty litter, potting soil, etc., should NEVER be put into drains, disposals, and toilets. Grease or oil should be poured into a disposable container, allowed to solidify, and discarded in the weekly trash. Drain strainers to catch human/animal hair are recommended.
- Care needs to be taken in the use of detergent and/or soap products in washing machines, dishwashers, etc. Soap buildup and/or excess suds cause overflow problems for your Unit as well as the Units below.

- Nothing is to be thrown from balconies and patios, especially lighted or unlighted cigarettes, which may blow on the balcony beneath you and cause damage.
- Sound is carried through the ventilation systems and can be bothersome to your neighbors. Unit Owners/Occupants are asked to respect the comfort of others by limiting the use of noisy appliances or equipment between 10 pm and 6 pm and by keeping voices, activity, and electronic media (TV, radio, music in all forms) to a moderate level that confines the sound (as much as possible) to the Owner's Unit.
- Tampering with any mechanical, electrical, etc., equipment or system in the Common Elements is prohibited, e.g., DO NOT ADJUST THE THERMOSTAT SETTINGS. If there are problems, report them to the Custodial Superintendent or the Management Company.

Repairs/Remodeling

- The contracted duties of the Custodial Superintendent include the care and maintenance of the Common Elements, oversight of the building, and the day-to-day monitoring of all operating and mechanical systems, but do not extend to providing maintenance and repairs within individual Units. If Unit Owners/Occupants choose to have the Custodial Superintendent correct a maintenance problem during his/her off-duty time (e.g., changing light bulbs, making small repairs, etc.), the Custodial Superintendent will be acting as a private contractor and must be compensated for his/her labor by the Unit owner and/or occupant. Unit Owners and/or occupants will then be billed for any materials used that are furnished by the Association.
- Interior structural changes that could adversely affect the integrity of the building are prohibited. The Board of Directors must be notified in writing of all proposed architectural changes to individual Units and the proposed plans submitted for approval. Structural changes to any walls in the Unit are prohibited without the prior, written approval of the Board. No additions, alterations, replacements, or removals to the Common or Limited Common Elements may be made without the prior written permission of the Board of Directors. Repairs and remodeling whether by contractors or Unit Owners/Occupants must be performed only between 8:00 am and 4:30 pm, Monday through Friday, or by arrangement with the Custodial Superintendent but within the hours heretofore provided. Any damage to Common Elements by trade personnel is the responsibility of Unit Owners.

Recycling/Trash Disposal

Please cooperate in this important effort by following the guidelines on the blue recycle bins in the garage. Recycling information is evolving regularly and the best place to get the latest information is on the website: <https://cuyahogarecycles.org/>, part of the Cuyahoga County Solid Waste District. The current regulations will also be updated and posted in the mailroom.

- All cardboard boxes are to be crushed and/or flattened and placed in black cart in the west garage. Do not leave bags of trash/recycling outside of the appropriate containers.
- No bulk items, i.e. mattresses, furniture, appliances, etc. are to be placed on the tree lawn. For disposal and pick up of any large items check with the Custodial Superintendent or the City of Cleveland Heights.

Contracted Snow Removal

The Association employs a snow removal contractor to reasonably plow the driveways.

- Occupants must park their vehicle(s) inside the garage to facilitate snow plowing of the complex.
- Light or blowing snowfall or freeze/thaw cycles can create unexpected icy or hazardous conditions on the walks and drives when the snow removal contractor would not normally be on the property. Occupants must monitor conditions and exercise caution throughout the season.
- When entering the garage during periods of snowfall, stop well short of the garage and wait until the garage door is fully open before proceeding. A moment of patience may avoid major damage to the garage door and your vehicle, should the driveway be slippery.

Pets

- No animals (rabbits, livestock, fowl, reptiles of any kind, etc.) shall be raised, bred, or kept in any Unit or in the Common Elements, except dogs, cats, or other household pets, which may be kept in the Units, subject to the Rules adopted by the Board, provided that the same are not kept, bred, or maintained for any commercial purpose; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board.
- Cleveland Heights Ordinance 66-1987: *Not more than two dogs or cats, or a combination of one each, except puppies and/or kittens not more than three months old, may be kept in any dwelling unit contained within a multiple-family dwelling building within the City.*
- All pets must be hand-leashed when outside of a Unit in accordance with the Cleveland Heights leash ordinance and these Rules.
- Pets shall not be permitted to run loose on the Condominium Property.

- No pet shall be tied, fenced, or housed outside a Unit. No pet should be allowed to toilet in common areas or balconies (limited common area). All damage to common areas or the balcony elements, floor or balcony doors caused by a pet is the owner's financial responsibility. However, any work on these common areas must be coordinated through Village Management.
- Pets are not permitted to linger in the lobby or the inner courtyard. Exercise trips for dogs must be by the most expedient route. Outside doors may not be propped open for reentry.
- Pet owners are responsible for immediate and complete cleanup of pet wastes from all Common Elements, including lawns, walkways, driveways, or parking areas. (It is strongly suggested that dogs be restricted to tree lawn areas.)
- Pet owners shall be held liable for all damages caused by their pets to any Common Elements, including, but not limited to shrubs, bushes, trees, and grass.
- Notification in writing of violations may lead to an enforcement assessment.

Complaint Procedure

- Policy and procedure cannot replace courtesy and the need to communicate with neighbors/Unit Owners. Before filing a complaint, attempt to have a personal discussion with neighbors. Neighbors talking with each other in a non-threatening way can achieve quicker results in a friendlier manner. (The documents of the Victorian Condominium are our foundation. Our community spirit lies within each Occupant.)
- Complaints alleged against anyone violating the Rules are to be made to the Board of Directors and the Management Company in writing, citing the violation, the date, etc., and must contain the signature of the individual filing the complaint. Written corroboration of any complaint to the Board of Directors may be provided by another Unit Owner if such is requested by the Board of Directors.
- After receipt of the complaint, the Management Company will contact the alleged violator in an effort to gain the alleged violator's agreement to cease the violation, if the complained of violation is occurring.
- If efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the enforcement provisions contained in the Enforcement Procedure.

Violation Enforcement Procedures and Assessments

- The Unit Owner shall be responsible for any violation of the Declaration, Bylaws, or Rules and Procedures committed by the Unit Owner, the Unit Owner's guests (and/or employees), or Occupants, including tenants, of the Owner's Unit.
- Notwithstanding anything contained in these Rules, the Board of Directors shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board of Directors, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible Unit Owner.
- All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible Unit Owner's account.
- In addition to any other action and in accordance with the procedure outlined below, actual damages and/or an enforcement assessment fee of \$50 or more per occurrence, or if the violation is of an ongoing nature per day, may be levied by the Board of Directors against a Unit Owner in violation.
- Prior to the imposition of an enforcement assessment for a violation, the following procedures will be implemented:
- Written notice(s) will be served upon the alleged responsible Unit Owner by delivery to the Unit Owner's home in person or by certified U.S. mail, specifying:
 - > A description of the property damage or violation.
 - > The action required to abate the alleged violation.
 - > A date by which the Unit Owner must correct the violation to avoid the proposed charge or assessment.
 - > The amount of the proposed charge and/or enforcement assessment.
 - > A statement that the Unit Owner has the right to, and the procedures to request a hearing before the Board of Directors to contest the proposed charge and/or enforcement assessment.
- To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice in the form prescribed by the Association, which must be received by the Board of Directors not later than the tenth day after receiving the required notice as specified above.

- If a Unit Owner timely requests a hearing, at least seven 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.

At the hearing, the Board of Directors and the 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 Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

- If the Unit Owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
- The Association may file a lien for an enforcement assessment and/or damage charges, which remain unpaid for more than ten (10) days.

Association Fees, Lien Procedures and Cost of Collection

- In accordance with the Declaration and Bylaws, Unit Owners are required to pay for their proportionate share of the Association's Common Expenses and Reserves. The Board of Directors annually prepares and approves a budget for said expenses and reserves and sets the total amount of fees to be assessed to Unit Owners for the next calendar year. Unit Owners are assessed monthly maintenance and reserve fees beginning on January 1 of each year. The Management Company will issue an updated billing statement annually. The billing method is subject to change.
- Maintenance and Reserve fee payments are due in advance on the first (1st) day of each month. If payments are not received by the tenth (10th) day of the month, a late fee shall be assessed.
- An administrative late fee charge of forty dollars (\$40) per month shall be incurred for any late payment and/or on any unpaid balance. (Subject to increase)
- Maintenance, reserve, special and enforcement assessments, when past due, may cause a lien and foreclosure to be filed against the Unit.
- Any expenses, including attorney fees, paralegal fees, recording costs, title reports costs, returned check fees and/or court costs, etc., incurred by the Association in the collection of delinquent accounts shall be added to the amount owed by the delinquent Unit Owner.
- Any payments made shall be applied in the following order:
 1. Interest owed to the Association.

2. Administrative late fees owed to the Association.
 3. Collection costs, attorney fees, and paralegal fees incurred by the Association.
 4. Principal amounts owed to the Association for Common Expenses or enforcement assessments are chargeable to the Unit.
- Should any Unit Owner's payment of his/her proportionate share become more than two months delinquent, then the entire annual maintenance/reserve assessment or special assessment may be accelerated and shall be immediately due and payable in full. Any Unit Owner who is selling his/her Unit and who is delinquent more than three times in one fiscal year shall be required to pay a six (6)- month deposit of his/her proportionate share with said deposit being held by the Association until the title to said unit transfers. This deposit may be used by the Association at any time to apply toward the Unit's delinquency.
 - If any Unit Owner/Occupant fails to perform any act that he/she is required to perform by the Declaration, Bylaws or Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violations and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney's costs, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.
 - Delinquency of more than thirty (30) days in the payment of maintenance and reserve fees or assessments may result in the suspension of voting rights.

Sale of Units - Move In/Move-Out Procedures

All Units shall be occupied and used for residence only. (See Appendix Forms B, C, D)

- All Unit Owners shall promptly inform the Association's Management Company and the Board of Directors that their Unit is for sale and provide the name, telephone number, and address of the real estate agent, if any. All sales shall be offered first to the Association.
- Real estate agents "Open House" signs are permitted only during the scheduled (2-4 hour) "Open House" showings.
- Once a Unit is under contract for sale and at least 10 business days prior to closing, the seller or seller's real estate agent must make written request to the Management Company for a waiver of the Association's Right of Refusal, a statement of the seller's account and a certificate of Association insurance for the buyer's lender. The Management Company will coordinate this paperwork with lenders, realtors, appraisers, and escrow agents.

- The seller is responsible for an administrative transfer fee, which shall be paid out of escrow to the Management Company from proceeds due to the seller at the time of title transfer. Said fee may include additional fees for documents and items that the seller did not supply to the buyer as specified below.
 - o The Seller shall provide the following to the Buyer:
 - > Copy of the Declaration of Condominium Ownership & Bylaws and Amendments
 - > Copy of the Victorian Condominium Handbook of Rules, Information, and Procedures
 - > Garage door opener remote controls; and
 - > Keys/Fobs to entry doors, Unit door and mailbox.
- Each Unit Owner shall, within thirty (30) days of the title transferring to the new Unit Owner, provide to the Association the Unit Owner's and/or Occupants' names, home and business mailing addresses, and home and business telephone numbers. Any changes in the information shall be provided to the Board in writing within thirty (30) days.
- The Custodial Superintendent must be notified of any sale and of move in/move out schedules in order to provide protection for the elevator walls and general oversight. Use of the front door and lobby area for moves is prohibited. Any damages to the Common Elements are the responsibility of the Unit Owner.
- All move-in/move-out times must be arranged with the Custodial Superintendent and be between 8am and 4pm, Monday through Friday, excluding holidays. Exceptions outside the regular schedule must be arranged with the Management Company and the Custodial Superintendent and may entail a special charge.

Household Goods Sale

- Approval of the Board of Directors and the Management Company must be obtained prior to proceeding with any sale of household goods open to the public and such sales are permitted only upon sale of a unit. All sales open to the public are to be compliant with the following Rules:
 - > All sales shall be offered first to the Association.
 - > For any type of public sale, an attendant is required at the lobby door to control entry and direct persons to the appropriate Unit.
 - > Only eight (8) persons can be in a Unit above the ground floor at one time. It is the Unit Owner's (and attendant's) responsibility to control the number of people allowed by these rules to be in the Unit at one time.
 - > Any damage to the Condominium Property because of such a sale is the responsibility of and will be assessed against the Unit Owner holding the sale.

Rental of Units

- No Unit shall be leased by a Unit Owner to others for business, speculative, investment, or any other purpose, except that Units may be occupied by parents or children of Unit Owners. To meet a special situation and to avoid an undue hardship or practical difficulty, a Unit Owner may lease his/her Unit, provided the Unit Owner gives prior written notice to the Board, to a specified tenant for a one-time period of not less than six consecutive months nor more than twenty-four consecutive months. The one-time hardship exception of up to twenty-four months may in no event be extended beyond this one twenty-four-month period, without the prior written approval of the Board.
- All leases shall be in writing and contain a clause that shall require the lessee to abide by all the terms of the Declaration, Bylaws, Amendments and Rules, Regulations and Procedures, and shall give the Board upon ten (10) days written notice the right to dispossess or otherwise act for the Unit Owner in case of a violation of the Declaration, Bylaws, or Rules. The Unit Owner shall continue to be responsible to the Association for the conduct of the tenant.
- Copies of all such leases, including the tenant(s) full names, all Occupants' names, and their home and business telephone numbers shall be delivered to the Management Company and to the Board of Directors prior to the beginning of the lease.
- Unit Owners are responsible for providing the tenant(s) with a copy of the Handbook of the Rules and Information. The Unit Owner shall be responsible for any and all tenant violations of the Declaration, Bylaws, and Rules. The Unit Owner shall be responsible for violation enforcement assessments and any/all damages to Common Elements caused by the tenant(s).

VICTORIAN CONDOMINIUM ASSOCIATION

FORMA

BUILDING ALTERATION REQUEST

Date _____

To Board of Directors:

I/we hereby request permission to make the following alterations in accordance with the Association's Declaration, Bylaws, and Rules:

Description: (See attached, if necessary)

Unit Owner: Unit # Telephone # _____

Please forward the completed form and any additional descriptive information to: Village Management Company, 26949 Chagrin Blvd., Suite 200, Beachwood, OH 44122-4290.

A written reply will be returned to you. PLEASE DO NOT PROCEED UNTIL RECEIVED.

Permission is granted () Permission is not granted () Reason: _____

Date: _____ Board Member: _____

VICTORIAN CONDOMINIUM ASSOCIATION

FORMB

NOTICE OF INTENT TO SELL

Date _____

To Board of Directors:

I/we hereby notify the Board of Directors of the intent to sell Unit No.

The offering price will be _____

The Real Estate Agent is:

Name: _____

Com pa ny _____

Telephone *it* _____

Email Address _____

If original copies are not available:

Enclosed please find \$for a copy of _____

() Declaration and Bylaws

() Handbook of Rules and Information

Unit Owner _____

Ad d ress_ _____

Telephone *it* _____

VICTORIAN CONDOMINIUM ASSOCIATION

FORM C

TRANSMITTAL OF EXECUTED SALES CONTRACT

Date

To Board of Directors:

I/We hereby notify the Board of Directors that a contract for the sale of Unit No. has been signed. The expected sale closing date is

The name and address of the proposed buyer is:

Name

Add ress

Cell Phone

Email Address

Enclosed please find:

- () A copy of the executed sales contract.
- () A copy of the signed Declaration, Bylaws, and Handbook receipt.

The buyer will take possession on

Unit Owner

Unit # _____

Address

Telephone #

VICTORIAN CONDOMINIUM ASSOCIATION

FORM D

NOTICE OF INTENT TO MOVE

Date

To Board of Directors:

I/we hereby notify the Board and Village Management of my/our intent to move () in () out on (date) between the hours of and .

Moving company name: .

Moving company contact person and phone: _____ .

All move-in/move-out times must be arranged in writing with the Superintendent 216-509-3774 or 216-382-1220 and be between 9 AM and 4 PM, Monday through Friday, excluding holidays. Exceptions outside the regular schedule must be arranged with the Management Company 216-831-3177 and the Superintendent and may entail a special charge. The Superintendent will provide protection for the elevator walls and general oversight. Use of the front door and lobby area for moves is prohibited. All moves must be through the garage entrances. Any damages to the Common Elements are the responsibility of the Unit Owner.

I/we understand that I/we must notify the Superintendent and the Management Company if the above-stated moving date is changed.

I/we agree to abide by the move in/move out Rules in the Victorian Handbook of Rules and Information.

Unit Owner/Occupant Name

Unit No.

VICTORIAN CONDOMINIUM ASSOCIATION

FORME

REQUEST FOR A HEARING

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the Board within ten (10) days, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten (10) days by the:

Victorian Condominium Association
c/o Mr. David Kostelnik
Village Management Company
26949 Chagrin Blvd. Ste. 200
Beachwood, Ohio 44122-4290

I, Werequest to be scheduled for a hearing in front
of the Board at the time of the next scheduled meeting, or sooner, of which I/We will be notified at
least seven (7) days in advance.

I/We believe the enforcement assessment should not be imposed because

Signature

Date

Signature—if more than one

Date

Printed Name and Address

VICTORIAN CONDOMINIUM ASSOCIATION

FORM F

DECLARATION, BYLAWS, AND RULES AND INFORMATION HANDBOOK RECEIPT

Date _____

To Board of Directors:

I/we the new Unit Owner(s) of Unit No. hereby acknowledge that I/we have received a copy of the following items and will abide by them:

☐ Declaration and Bylaws

☐ Handbook of Rules and Information

Name: _____

Unit No. _____