

The SHAKER CLUB
CONDOMINIUM
UNIT OWNERS ASSOCIATION, INC.
Shaker Heights, Ohio

**HANDBOOK
OF
INFORMATION
AND
RULES**

Revised August 14, 2014

WELCOME!

Welcome to The Shaker Club Condominium. We hope you enjoy your condominium unit. Our objective is to maintain The Shaker Club as a comfortable place to live. In order to accomplish this, we have established a handbook that pertains to living at The Shaker Club.

This handbook contains information and rules that take into consideration the health, safety and comfort of all residents. We trust you will find them reasonable and will cooperate by upholding them.

We ask that you keep this handbook handy and that you refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company, Building Manager or the Board of Directors. Additional information is also contained in The Shaker Club Declaration and By-laws as recorded in the Cuyahoga County Records at Volume 15229, Pages 665 et seq.

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

Unit owners should have received a copy of the Declaration and Bylaws from the seller at the time of unit purchase. If you do not have these documents, a copy can be obtained from the Building Manager.

Thank You,
The Board of Directors
The Shaker Club Condominium Unit Owner's Association

Information and Rules

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1. INTRODUCTION

- A. The Shaker Club Condominium consists of 151 condominium units located at 19101-19201 Van Aken Boulevard, Shaker Heights, Ohio 44122.
- B. Being located in the City of Shaker Heights, The Shaker Club utilizes the Shaker Police and Fire Departments.
- C. As a private condominium association, we are governed by our own Declaration and By-laws. We elect our own Board of Directors from our unit owners and we manage our Association affairs on behalf of our 151 unit owners.
- D. The Board retains the services of a professional management company to handle the financial operations of The Shaker Club and to provide back-up, consultation and support for the staff.
- E. The Shaker Club has a building manager, maintenance superintendent, and housekeeping and garage staff that handle the daily activities in the common elements.
- F. Definitions used in this handbook:
 - Owner: The individual or entity that holds the title to a unit.
 - Resident: An owner or tenant residing in a unit.
 - Tenant: A resident who has a signed lease with an owner to occupy a unit.
- G. A master policy for insurance coverage is purchased by the Association in accordance with the Declaration. Only the Board may submit claims against the master insurance policy. Each unit owner should obtain insurance at his/her own expense affording coverage upon improvements to the unit, personal property and for his/her own personal liability. Tenants should also insure their personal property.
- H. Entrance to The Shaker Club for service contractors, such as telephone installers, must be arranged by the resident with the Building Manager. The Building Manager can be reached at (216) 991-4041 or in the Building Manager's office on the west lower level during designated hours.
- I. Our annual meeting for owners is held in June of each year. The primary purpose is to elect members to the Board of Directors.
- J. Regularly scheduled Board meetings are held throughout the year. Owners are notified of meetings by posted notices or, in the case of absentee owners, by mail. Absentee owners should call to confirm the date, time and meeting location as last minute changes cannot be mailed out.
- K. Minutes of Board meetings are available in the building manager's office.

- L. A newsletter is distributed to all unit owners on a regular basis to keep the unit owners informed of the functions of the Association.

- M. The Board of Directors consists of seven individuals who are unit owners or the spouses of unit owners. They are elected to two or three year terms on a staggered basis by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. These decisions are made at the Board's regular meetings which are generally held on the second Tuesday of the month at 7:00 p.m. in the Carousel Room.

The Association relies on the Building Manager to carry out the Board's decisions and handle communications by and between the Association's owners, contractors, vendors and employees. If you have questions or concerns about the maintenance or operation of the property, or performance of the staff, please direct them to the Building Manager to assure that they are properly addressed and answered in a timely manner.

Individual Board members may be contacted directly as well concerning your suggestions and concerns. Also, feel free to notify a Board member in writing if a problem is not dealt with effectively by the Building Manager or other.

The Board requests and appreciates your cooperation in respecting that the Board members are not employees and do not perform a direct role in the routine operation and management of the condominium. Board members are not individually responsible for resolving Association matters and can only act as a group concerning issues or problems brought to their attention by the Building Manager or by the owners.

2. COMMON ELEMENTS

- A. COMMON ELEMENTS are the entire building and grounds except the individually owned condominium unit and parking spaces in the garage. The common elements are owned by all the unit owners together. Examples include roof, hallways, the exterior of the building and the terrace. The repair and maintenance of all of the common elements are done at the Association's expense.
1. The common elements are for the use and enjoyment of all Shaker Club Condominium owners/residents.
 2. Socializing is permitted on the back terrace, Carousel Room and lobbies. Hallways and stairwells are to remain free and clear and should not be used for social gatherings.
 3. Any and all damages to the common elements caused by an owner, resident or guest of an owner/resident shall be repaired or replaced at the expense of the unit owner.
 4. Any and all items left unattended in the common elements may be removed and stored by the Association at the owner's expense.
 5. Noise in common elements that distracts or disturbs others is prohibited. Residents must refrain from any activity that creates a nuisance.
 6. Each unit owner shall report to the Building Manager the need for any repairs of common elements that are the obligation of the Association to maintain. Service requests may be called to the Building Manager's office or written on a work order form. Work order forms can be obtained in the Building Manager's office on the west lower level.
 7. Unit owners/residents must not give work instructions to any Shaker Club employees other than the Building Manager, or to any contractors employed by the Association (e.g., landscaper). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the staff and/or contractors are performing their work in accordance with management's instructions and/or contractual agreement. If a unit owner is concerned regarding the conduct or quality of work performed by the Shaker Club staff, a contractor or any of the contractor's staff, please report the situation to the Building Manager or a Board member immediately.
 8. Garage and pedestrian doors must be closed and locked at all times when not in use. Residents must observe that the door has closed when entering or leaving the building. Unauthorized persons can get into the building if the door is open. Building security is everyone's responsibility.

9. Signs or other advertising of any nature are prohibited from being placed upon any portion of the condominium property or displayed from any window or door, except for the following:
 - a) Emergency or building service notices
 - b) Carousel Room announcements (using an easel letter board available from the Building Manager)
 - c) Realtor open house announcements (using an easel letter board available from the Building Manager). While an open house is in progress, "Open House" signs may be placed in front of the building.
 - d) Bulletin boards are provided in the entranceways from the garage for the posting by residents of notices.
 10. Smoking in any internal common elements (hallways, elevators, stairwells, laundry rooms, storage rooms, lobbies, library rooms, freezer rooms, mail rooms, Carousel Room and foyers) is prohibited.
 11. Smoking is prohibited in all outside common elements except: the public sidewalk in the front and the grassy areas west of the entrance drive and east of the exit drive.
 12. Soliciting is prohibited.
 13. Dress Code - All residents are to dress appropriately when in the common elements.
 - a) Going into common hallways and other common elements in underwear or nightwear only is not considered appropriate.
 - b) Residents and their guests are to wear shoes, shirts and appropriate lower body apparel when entering common elements.
- B. Condominium Association Responsibilities: The Association is responsible for the reasonable maintenance of the following:
1. Building exterior, foundation and roof
 2. Canopies
 3. Driveways, parking areas and sidewalks
 4. Landscaping
 5. Garage door, garage door motors & mechanisms, (remote control garage door opener not included).
 6. Building lobby, lobby furniture and stairways
 7. Common element hallways
 8. Exterior post lamps and building light fixtures
 9. Common element exterminating
 10. Building entrance doors and elevators
 11. Mail room
 12. Signs

13. Common element lighting
14. Rubbish removal service
15. Common element cleaning including garage
16. Master policy insurance
17. Carousel Room
18. The heating system, including radiators and thermostats.
19. Storage areas

C. LIMITED COMMON ELEMENTS

Certain parts of the common elements are built and designed specifically for a condominium unit. These are designated common elements in that all owners own a percentage and the Association has control over how they are to be maintained. Their complete designation is, however, "limited common elements" because they serve only one condominium unit. Maintenance and repair of limited common elements are the responsibility of the individual unit owner and will be done at the owner's expense.

Examples: All gas, electric, water, telephones, intercom or other utility or service lines, pipes, wires and conduits located within the bounds of such residential unit and which serve only such residential unit.

3. RESIDENTIAL UNIT REQUIREMENTS:

These apply to boundaries of the individually owned condominium unit and everything within these which were built and installed for the exclusive use of said unit. These are the property of the unit owner and will be maintained at the owner's expense.

A. Restrictions:

1. Units must be occupied and used for single family purpose only as private dwellings for owners, their families and guests, and for no other purpose.
2. Residents must refrain from any activity that creates a nuisance. Noise within an individual unit that distracts or disturbs other residents is prohibited. Likewise, odors emanating from any unit may also be considered a disturbance or nuisance. (This does not apply to normal cooking odors.)
3. Repairs made to units by outside contractors must be performed only between the hours of 8:00 a.m. and 7:00 p.m., Monday through Saturday except in emergencies.
4. Repairs and renovations made by the unit owner requiring the use of power tools, hammers, saws, or any instruments that cause a noise disturbance must not commence before 8:00 a.m. and must stop or be discontinued by 7:00 p.m. Monday through Saturday. All renovations or repairs requiring the above-mentioned tools are prohibited on Sundays and public Holidays. This does not include painting and other jobs that are considered "noiseless."
5. Unit owners must provide the Association with keys necessary to enter the unit. These will be kept in a lock box in a secure location. Except in the event of a safety or maintenance emergency, entry to units will be only with the owner's permission. If Unit owners fail to provide a key, the Board may hire a locksmith to create a key, at the unit owner's expense.
6. Nothing shall be done or kept in any unit hazardous to life, limb or property or that will increase the rate of insurance or would be in violation of any law.
7. Window washing in each unit is the responsibility of the owner.
8. The installation of tile and hardwood type flooring requires the use of a soundproof barrier. (Except for ground floor owners.) Samples of flooring and insulation must be submitted to the Building Manager for approval.
9. Written notice must be given to the Board of Directors prior to structural changes accompanied by either a Building Permit issued by the City of Shaker Heights Building Department, or a letter from the Department stating a Building Permit is not required for the proposed alterations.
10. Owners must install smoke detectors in their suites in conformance with the requirements of the City of Shaker Heights. Replacement batteries are provided once a year by the Association

11. Reflective materials in windows which can be seen from outside the building are prohibited.
12. Signs or flags (except the American flag) may not be displayed in windows, on doors, on the exterior of the building or on the grounds.
13. See Section 4-D for restrictions concerning window curtains. The use of blankets, sheets, etc., is prohibited even as a temporary window covering.
14. The use of plastic or other non-glass window liners or covers is prohibited without prior, written Board approval.

B. Unit Owners are Responsible for:

1. All doors, door locks, suite number plaques, door knockers and “peep hole” mechanisms of their unit. Broken windows or damaged front doors must be repaired immediately by unit owners, at their expense.
2. All windows and window screens of their unit.
3. Electric, telephone, water or other utility service lines or pipes, wire and conduits located within the bounds of a unit and which service only that unit or are located in the limited common element serving that unit.
4. Appliances, and all equipment.
5. Interior walls and alterations thereto.
6. Insurance for private homeowner coverage.
7. Any additions or changes constructed by a unit owner.
8. In case of damage to a unit caused by the above or adjacent unit, the owner of the unit causing the damage is responsible for all repairs and related costs.

Examples:

- a) The condensation pipe on an air conditioning unit was clogged with mineral deposits and algae causing the water to leak into the condominium unit below.
Recommendation: If your air conditioning unit has not been serviced for some time, consider having a professional repairman make a service call.
- b) A resident started the dishwasher and left for work. The dishwasher drain clogged, causing the dishwasher to overflow and leak into the condominium unit below.
Recommendation: Have all appliances checked and serviced periodically.
- c) A commode caused water to leak into the condominium unit below. The wax seal around the base of the commode had disintegrated and water caused considerable damage to the ceiling. The wax seal cannot be seen as it is covered by the base of the commode.
Recommendation: Be aware there is a potential problem. Realize that as

appliances and fixtures age, preventive maintenance is necessary. Have your plumber make a service check.

Repairs, of the nature required to correct these three problems, were the individual unit owner's responsibility and expense. The owner was charged with the cost of all repairs including those made to other units.

- C. The Association becomes involved with repairs inside an owner's unit when:
1. The Association has to temporarily damage an interior wall to access a common element pipe; the Association would then repair the wall to its preexisting condition.
 2. There are problems with the heating system, including radiator leaks and thermostats.
 3. The Association is not responsible for the maintenance of fixtures or appliances within a private condominium unit that serve only one private owner.

4. EXTERIOR BUILDING RESTRICTIONS

- A. Modifications to the exterior of the building or to the common elements are prohibited.
- B. Installation of wiring for electrical, telephone, television systems, air conditioning, or communication devices on the exterior of the building, or that protrudes through the walls or the roof of the building is prohibited without prior, written Board approval.
- C. Decorative items may not be affixed to the outside walls of the building without obtaining prior, written approval of the Board of Directors.
- D. To create a visible uniform standard throughout the building, all curtains, drapes, shades, vertical and horizontal louvers, blinds, etc., must only be white, near white or beige backing (i.e. facing out of the unit), except with prior, written Board approval.
- E. Except as otherwise provided, installation of satellite dishes, antennas or other communications equipment in, on or outside of a unit is prohibited without prior, written Board approval.

5. BUILDING ENTRANCE DOORS: SECURITY

- A. In order to preserve building security and to protect the security of a neighbor's unit or property, each owner/resident must keep building entrance doors and fire escape doors closed at all times. These doors may not be propped open.
- B. Residents should never admit individuals to the building that are not personally known to them.

6. TELEPHONE INSTALLATION

Residents are responsible for making their own arrangements for telephone service.

7. BUILDING ENTRY SYSTEM

- A. The entry system is a telephone dialer entry system.
- B. The entry system communicates over normal telephone lines, including cell phones which have an area code 216 number.
- C. The directory near the entry system in the outer lobby of the building at your entryway lists your name and a code number. When the visitor dials your code number, the entry system will automatically dial your telephone number.
- D. There is a fully muted dial out for telephone number security.
- E. Residents may answer the door from the telephone in their condominium unit.
- F. Answer the call and establish the identity of your visitor. The call will automatically disconnect after one minute and there will be a beep tone ten seconds before this happens.
- G. If you want to allow your visitor to enter simply press "9" on your touch-tone telephone. This will unlock the entrance door in the lobby of the building. You will hear a tone indicating the lock has been released. After hearing the tone, you may hang up. Note: If your visitor hangs up before you press "9," the entrance door will not open.
- H. To deny entry, hang up without dialing a "9." If you do not recognize the visitor, DO NOT push "9" - hang up and the person will be denied entry.
- I. If you are on the phone when a visitor calls you from the entry system, they will get a busy signal, unless you have the "call waiting" service as part of your telephone service.
- J. Your telephone number MUST be programmed into the entry system in order to provide communication to permit you to open the door for visitors. Call the Building Manager at (216) 991-4041 to arrange for this to occur.
- K. Changes in occupancy or telephone numbers must be given to the Building Manager in order that they can be properly entered into the door entry system.
- L. Be aware that the code number for the entry system is not the same as your condominium's unit number. When admitting a visitor, be sure to tell them the number of your unit and how to find it.

8. UNIT FRONT DOORS

- A. Mats or other personal property are prohibited from being placed outside the doors of units.
- B. The placement or storage of items in the halls and other common elements is prohibited.
- C. Alterations to the doors are prohibited unless otherwise approved or directed by the Board of Directors.
- D. Unit doors must not be propped open.
- E. The Association may designate approved door accouterments and designs to maintain a uniform appearance.

9. ELEVATOR

- A. Common courtesy and care must be used when using the elevator.
- B. Open beverages in the elevator are prohibited.
- C. Smoking in the elevator is prohibited.
- D. Shopping carts, other wheeled vehicles (except wheel chairs and infant's strollers) and pets may not be transported in the passenger elevators. Instead, use the freight elevator.
- E. Movers and delivery persons must use the freight elevator.
- F. Messages may be posted in the elevators only by the Building Manager.
- G. Report any problems with the elevators to the Building Manager.
- H. ELEVATOR EMERGENCY PROCEDURE: If you are unable to exit the elevator due to an equipment failure:
 - 1. Locate the operating panel in the elevator car where there is a RED BUTTON marked ALARM. Push and hold button for at least one (1) minute (or longer if you choose and as often as you choose). This action sounds the Emergency Alarm Bells located in the Garage. These alarms tell people you need help - NOW!!
 - 2. Relax. Be patient. Help should arrive shortly.
 - 3. Should there be a power failure, the emergency lights in the elevator cars will turn on. You will not be waiting in the dark.
- I. In the event of a fire, emergency, or other evacuation, elevators are not to be used. Residents will be required to use the stairwells to exit the building.

10. HALLWAYS

- A. Hallways must be kept free of litter, items of personal property and grocery carts.
- B. Any and all items left in the hallways will be removed and stored at the owner's expense.
- C. When your guests are leaving at late hours, make your farewells before opening the door into the hallways.
- D. Nothing is to be affixed to hallway walls, ceilings, stairway doors or exit doors by residents. Notices may be posted on the bulletin boards provided for this purpose.
- E. Open beverages in the hallways are prohibited.

11. LAUNDRY ROOMS

- A. The laundry room hours are 7:00 a.m. to 10:00 p.m. Sunday through Saturday.
- B. The laundry equipment in the wash bay of the garage may be used 24 hours a day.
- C. Schedules for laundry room use are available and may be used if desired. Please adhere to whatever time schedules are posted.
- D. Laundry must be promptly removed from the washers and driers when their cycles are completed.
- E. Laundry must not be left in the laundry room to dry.
- F. The lint filters must be cleaned after each use.
- G. All washing aids must be stored in the individual lockers in the laundry rooms.
- H. The laundry room must be left clean after use.
- I. All lights and fans must be turned off upon leaving the laundry room.
- J. Smoking is prohibited in the laundry rooms.

12. RUBBISH

- A. All rubbish must be placed in secured plastic bags and placed in the container provided in the trash rooms located on each floor. Trash bags too large to be placed in the container should be securely fastened and placed on the floor beside the container.
- B. Newspapers or magazines should be stacked neatly on the floor of the trash rooms.
- C. Any trash too large to be placed in the trash room should be taken to the dumpster outside the garage exit doors. This would include large corrugated boxes and moving boxes.
- D. Please rinse aluminum cans and place them in the designated containers in the wash bay in the garage for recycling.
- E. Large items (furniture, mattresses, appliances, old carpeting and padding, etc.) must be removed by the owner from the property at the owner's expense. Call the Building Manager to arrange for removal.
- F. Refrigerators pose a special problem. Whenever possible, arrange at the time of purchase for the store to dispose of your old refrigerator. If this is not possible, you must arrange for a certified technician to remove the Freon before the refrigerator is put out for disposal. Give the documentation of removal to the Building Manager or the garage staff. In the event that a refrigerator is put out for disposal without proof of Freon removal, the building staff will arrange for removal and bill the cost of both the Freon removal and the trash pickup to the owner.
- G. Recyclable items should be placed in the green recycling bin at the end of the exit drive. Information on recyclable materials is posted on the bulletin boards.

13. MAIL AND PACKAGES

- A. Please discard any unwanted mail in the trash receptacles provided in each mailroom.
- B. If you receive mail not belonging to you:
 - 1. Try to deliver to correct resident, or
 - 2. Leave it in the mailroom on the shelf
- C. If you are going to be away from the building and unable to pick up your mail for more than three days, please make arrangements with the Postal Service to have your mail held from delivery.
- D. Packages will be delivered to the office of the garage attendant where they may be picked up by residents.
- E. The garage personnel will call any resident who does not claim their package(s). The garage personnel will also write the unit numbers of residents who have received packages on the boards by the entrances on the garage level. Residents should check these boards to see if they have a package.
- F. The Association, its agents and employees are not responsible for any theft or loss of packages, mail, etc., when such items are left in the mail pickup area.

14. KEYS

- A. Building Access Keys: The Shaker Club is a limited access building. To insure safety, please observe the following policies concerning limited access keys:
1. All building access keys (BAKs) are the property of the association. At the time of sale of each unit the keys must be returned to the Building Manager or given to the new owner.
 2. A deposit of \$50.00 is required for each BAK issued by the Building Manager.
 3. The unit owner is responsible for the security of all of the BAKs in his/her possession. A lost BAK will result in the loss of the \$50.00 deposit on that key.
 4. Additional or replacement keys may be obtained from the Building Manager upon payment of an additional \$50.00 deposit per key.
 5. BAKs may not be duplicated.
- B. Keys to the individual units:
1. These keys and the locks on the unit doors are the responsibility of the resident.
 2. It is required that a key to each unit be given to the Building Manager for use in an emergency. If Unit owners fail to provide a key, the Board may hire a locksmith to create a key, at the unit owner's expense. If this is not done, forced entry may be necessary in an emergency.
- C. Mailbox keys:
1. Loss of a mailbox key requires the installation of a new lock on the mailbox. These locks are in short supply. Owners will be charged for the installation of a new lock.
 2. It is strongly recommended that each resident obtain at least one duplicate mailbox key. These may be obtained from Bass Security Services, 26701 Richmond Road, Bedford Heights.
- D. EMERGENCY ACCESS LOCKOUT SERVICE:
1. A locked key box is installed in the building in a secure area. A key to your condominium unit is required to be placed in the key lock box. An emergency entry form should be filled out and included with your keys. Your keys will be clearly marked for identification purposes.
 2. If you are locked out of your condominium unit during business hours, contact the Building Manager, or Resident Maintenance Manager for assistance. You must provide proper identification to the building personnel before they will allow you access to your unit.
 3. There is a charge of \$30.00 for emergency lockout service after regular working hours and before 10 p.m. The charge increases to \$65.00 after 10 p.m. and on weekends and holidays. After business hours, please call the answering service at 216-464-7465.

15. CABLE AND SATELLITE TELEVISION:

- A. Cable television is available to The Shaker Club Condominium unit owners/residents. The service is provided by Time Warner Cable and WOW.

Time Warner Cable: 877-772-2253

WOW: 866-496-9669

1. Cable television service is a private agreement between the unit owner/resident and the cable company, at the unit owner's/resident's expense.
 2. Arrangements for the installation and/or disconnection of service are a unit owner/resident's responsibility.
- B. Installation of television or radio antennas or television satellite dishes in any of the common elements is prohibited without prior, written Board approval.
- C. Installation of television or radio antennas or satellite dishes on unit or common element windows sills or other wall openings is prohibited.
- D. Extending television or radio antennas or television satellite dishes outside unit windows or other wall openings by any means, e.g., poles, lines, cables, etc., are prohibited.

16. GARAGE & PARKING:

- A. Each parking space is the property of an individual owner. Parking spaces are not owned by the Association.
- B. Vehicle repairs are prohibited in the garage and parking areas.
- C. Flammable or noxious materials must not be stored in any garage parking space. No personal property of any kind may be stored in any garage parking space including, for example, carts and strollers. Nothing must be placed on the floor or elsewhere which might constitute a safety or health hazard, or present an unattractive appearance.
- D. All parkers in the garage must have a remote garage door opener. Openers may be passed down by the previous owner/occupant or purchased from the Building Manager for \$50.00 per opener. Additional openers may be purchased as needed.
- E. A unit owner may lease/rent their garage parking space to another Shaker Club resident. The Building Manager and garage staff must be notified of such arrangements. The leasing or rental of garage spaces to non-residents is prohibited.
- F. Residents may park only in spaces which they own or rent.
- G. Residents shall not park, nor shall they permit their families, guests or tenants to park, in the parking spaces of other residents, or in such a manner as to prevent ready access to the parking spaces of the residents.
- H. There shall be no parking at any time in areas designated as fire lanes or in any area not specifically designated for parking.
- I. Each car must be registered with the Building Manager who will issue a parking permit sticker which must be displayed on the lower left-hand corner of the windshield.
- J. Guest parking is available across the street on Van Aken Boulevard in the rapid transit lot.
- K. Parking for over-night guests may be available in the garage provided:
 - 1. The owner of the parking space gives permission that the space be used for this purpose.
 - 2. The resident host requests that a space be provided and designates for how long.
 - 3. The guest checks in with the garage attendant and is issued a temporary parking permit sticker.
- L. Two car washes per month will be provided for each car parked in the garage provided that the owner of the unit is up-to-date in paying assessments. The car wash schedule is posted monthly in the garage office window. A car key must be available in the garage office so that a car can be washed. The garage staff is not obligated to contact the owner to request a key.
- M. All vehicle washing will be handled by the garage personnel. Vehicle washing by anyone other than authorized personnel is prohibited. Nonresident cars will not be washed.

17. MOTOR VEHICLES

- A. All motor-driven vehicles parked or driven on The Shaker Club property shall be properly licensed and driven only by licensed drivers.
- B. Vehicles with loud exhaust systems are prohibited.
- C. The following vehicles are prohibited from being stored, kept or parked at The Shaker Club:
 - 1. Any vehicle more than 74 inches in width or 20 feet in length.
 - 2. Buses
 - 3. Boats or boat trailers
 - 4. Campers or camper trailers
 - 5. House or other trailers
- D. Vehicle covers are permitted, but freestanding, improvised protection barriers are prohibited.
- E. All motor vehicles must display a valid Shaker Club parking sticker on the windshield. (See Section 16.)
- F. Dripping fluids from vehicles (except condensation from air conditioners) is prohibited. The owner of any vehicle found to be leaking fluids will have seven days to have the vehicle repaired. If this is not done, the garage staff will place a dripping shield under the vehicle. The owner will be charged for the cost of the dripping shield and for any replacements that are required.

18. BICYCLES, MOTORCYCLES, TRICYCLES, ETC.

- A. Bicycles and tricycles must not be brought above the ground/garage level. Bicycles may not be kept in individual units.
- B. Bicycles, motorcycles and motorized scooters may be stored in the garage area or in the unit owner's individual storage locker. As a precaution, residents should use a cable and lock to secure their bicycle or motorcycle in the garage.
- C. Bicycles and motorized scooters must be registered in the building office and tagged with the name and unit number of the owner. Residents should be aware that the City of Shaker Heights requires that bicycles be registered at City Hall.
- D. The Association and the Management Company are not responsible for the safety of your bicycle or motorcycle. We strongly recommend you include your bicycle or motorcycle in your homeowner's or renter's insurance policy.
- E. Riding bicycles, tricycles and motorcycles within the interior of the building or on the terrace is prohibited. Riding is permitted in the garage only to enter or leave the building.
- F. Roller skates and skateboards are not to be worn or used inside the building or on the terrace.
- G. For safety reasons, tricycles roller skates, skateboards and the like may not be ridden in the garage. Bicycles, electric scooters and motorcycles may be ridden only when entering or exiting the garage and only with extreme caution. All departures from the Shaker Club must be via the east/exit driveway.

19. STORAGE LOCKERS

- A. Storage lockers for residents are located in specifically designated rooms on the ground floor. Each of these storage locker rooms is equipped with sprinklers.
- B. The residents of each unit are entitled to the use of one storage locker at no additional cost.
- C. A few additional storage areas are available throughout the building. When empty, these may be rented by residents for a fee which will be added to the monthly assessment.
- D. Storage lockers are part of the common elements of the condominium and are not the property of the owners to whom they are assigned.
- E. Residents will provide their own locks for their lockers.
- F. The Shaker Heights Fire Department requires that at least an 18 inch clearance exist between locker contents and the overhead sprinkler system. In instances where this is not observed, the Association reserves the right to enter the storage area and arrange the contents to be in compliance.
- G. The Shaker Heights Fire Department requires that items not be stored in the aisles between the storage bins.
- H. Unidentified items left in the aisles or in unassigned storage lockers will be removed and stored by the Association for six months, after which, if not claimed, they will be considered abandoned.

20. PETS

- A. Household pets may be kept in residences provided that such pets are not raised, kept or bred for commercial purposes.
 - B. No more than two (2) dogs may be kept in any suite as per City of Shaker Heights Ordinance 87.99
 - C. No exotic, unusual or farm animals such as rabbits, livestock, fowl, insects, rats, mice or reptiles may be kept in any unit or the common or limited common elements.
 - D. Strict compliance with pet rule is mandatory.
 - E. No dangerous or vicious animals, as designated by the Animal Warden of the City of Shaker Heights may be raised, bred or kept in any portion of the properties.
 - F. Nuisance conditions are prohibited. These include:
 - 1. Harboring an animal which creates offensive odors, excessive noise or unsanitary conditions which are a menace to the health, comfort or safety of the residents or the public in general (Shaker Code 705.03)
 - 2. Any animal which by biting, or frequent or habitual barking, howling or yelping, or in any way or manner injures or disturbs the quiet of the condominium, or which endangers the comfort, repose or health of persons. (Shaker Code 705.03)
 - 3. Any animal which scratches, digs, urinates or defecates upon any lawn, shrub, tree, plant, building or other public or private property. (Shaker Code 705.03)
- ANY PET CAUSING OR CREATING A NUISANCE OR DISTURBANCE SHALL BE PERMANENTLY REMOVED FROM THE PROPERTIES UPON THIRTY (30) DAYS WRITTEN NOTICE FROM THE BOARD
- G. Pets may not be walked or otherwise exercised in the common elements. Pets are not permitted on the terrace.
 - H. Pets are not permitted to run loose within the building or on the grounds. Dogs must be on a hand-held leash when outside of the residential unit.
 - I. Pets may not be transported on the passenger elevators; the freight elevator may be used for this purpose, but all pets must exit and enter at the garage level only.
 - J. Dogs must enter and leave the building through the side entrances and garage entrances only.
 - K. All animal feces deposited on the public or private property must be immediately removed and disposed of in a sanitary manner. The dumpsters may be used for this purpose. Any resident leaving pet feces behind will be subject to an enforcement assessment.
 - L. Cat litter may be disposed of by placing it in a sealed plastic bag which may then be placed either in the containers provided in the trash rooms or deposited in one of the dumpsters.

- M. Pet owners will be held liable for all damages caused by their pets to any common elements including, but not limited to, shrubs, bushes, trees and grass.
- N. All dogs housed in the building by owners, renters or other residents are required to be registered with the Building Manager within 48 hours of the animal's arrival. Residents should be aware that Cuyahoga County requires that all dogs be licensed.
- O. Guests may not bring animals into the building unless permission is received in advance from the Building Manager.
- P. Pets shall not be fed or watered outside of their own unit.

21. EXTERMINATING SERVICE

- A. The Association employs the services of a pest control company which visits the Shaker Club once a month to meet pest control needs and provide preventive maintenance for the lobbies, Carousel Room, stairwells, trash rooms, garage, building foundation and other common elements.
- B. If you are experiencing a pest control problem inside your condominium unit, the exterminating contractor will service the interior of your unit at no charge on the regularly scheduled service day. To obtain service, call the Building Manager at (216) 991-4041 to report the problem.
- C. The exterminating service contractor will also provide interior service to The Shaker Club residents at times other than the regular, monthly scheduled service day at a reduced rate. Payment from the owner will be requested by the exterminating contractor upon completion of your interior service.
- D. Residents may also contact the exterminating company of their choice for interior exterminating service at the owner's expense.

22. CAROUSEL ROOM RULES AND REGULATIONS

- A. The Carousel Room may be reserved for exclusive use Sunday through Saturday and on holidays by residents of the Shaker Club Condominium. Reservations may be made by contacting the Building Manager.
- B. The Carousel Room capacity is seventy-five (75) persons maximum.
- C. To confirm all reservations, a one hundred dollar (\$100) deposit plus a rental fee of twenty-five (\$25) on Mondays through Thursdays and fifty dollars (\$50) rental fee on Fridays, Saturdays, Sundays and holidays are required. If all rules are followed and the Carousel Room is cleaned as specified after the party and no complaints by residents are submitted to the Board of Directors or the Building Manager, the deposit will be refunded. Any damage is the responsibility of the owner/resident host who will pay the costs of repair.
- D. The Carousel Room may not be used for the profit of any unit owner or resident; it is strictly for social gatherings and/or official condominium business.
- E. The party must be contained within the Carousel Room. Food and/or beverages are prohibited outside the Carousel Room. Guests may not gather in other common elements.
- F. The resident host who reserved the Carousel Room must be present at all times and will be held responsible for the behavior of guests.
- G. Excessively loud music is prohibited.
- H. The Carousel Room must be cleaned and locked immediately after the conclusion of the party. All lights and the air conditioning must be turned off. Nothing may be left in the room for next day clean-up. All food, beverages and debris must be disposed of in a proper manner. A vacuum cleaner is located for your convenience in the adjacent storage area.
- I. A uniformed off-duty Shaker Heights policeman must be present for any party serving alcoholic beverages.
- J. All Shaker Club parking rules must be adhered to by guests. Violators are subject to towing. Indoor garage parking by guests, caterers or others associated with the party is prohibited.
- K. Guests should enter through the lobby entrances. Please explain to your guests how to call the Carousel Room from the lobby so that they may be admitted. Easels are available for you to set up in the lobby. **TAPED UP SIGNS ARE PROHIBITED**
- L. The Carousel Room closing hours are 11:00 p.m. Sunday through Thursday and 12:00 midnight on Friday and Saturday.
- M. Caterers, delivery services and other individuals involved in setting up the party should be instructed to gain access to the building via the garage entry. The Building Manager should be advised that these people will be coming and at what time.

- N. The Carousel Room key may be picked up from the building office the day before the event.
- O. The rental of the Carousel Room does not include the use of any kitchen supplies, including silverware, dishes and tablecloths.
- P. The resident host unconditionally agrees to the Carousel Room Rules and Regulations and will hold harmless The Shaker Club Condominium Unit Owners Association, the Board of Directors, the management company and employees for any losses, damage, costs or injuries arising out of the use of this facility.
- Q. If a resident or owner violates any of the Carousel Room Rules, they may forfeit their future rights to the use of the Carousel Room.

23. TERRACE AND TERRACE PARTY RULES

A. GENERAL TERRACE RULES

1. The use of the Terrace is allowed only from 9:00 a.m. to Dusk.
2. Pets are prohibited.
3. Cooking of any kind is prohibited (except for Association events).
4. Smoking is prohibited.
5. Radios and similar devices are prohibited, as well as loud noise of any type.
6. Bicycles, tricycles roller skates, scooters, skateboards, etc. may not be ridden on the Terrace.
7. Residents and guests must stay on the paved areas. Walking on the stone material is dangerous, can damage the roof surface, and invades the privacy of adjacent units. Flagrant violations are subject to penalties and/or the cost of repairs.
8. Sunbathing is allowed provided the proper sunbathing attire is worn and a cover garment is worn to and from the Terrace.
9. All food, beverages and other debris must be removed from the Terrace and disposed of properly.
10. The doors to and from the building to the Terrace must be kept closed and locked at all times.
11. At all times the use of the Terrace by any resident(s) for any purpose carries with it the responsibility to leave the Terrace in the condition at least as orderly and clean as when that use began. If the Terrace is not left in the same condition as found, the building staff will clean the Terrace and the cost of clean-up will be charged to the Unit owner.

B. TERRACE GATHERING RULES

1. All of the "GENERAL TERRACE RULES" apply, as well as the following.
2. The Terrace may be reserved for use by Unit owners and their guests. Reservations may be made by contacting the Building Manager. Frequency of use is limited, and Board approval is required.
3. The Fee for use of the Terrace for a gathering is \$100. In addition, a Security Deposit of \$100 is required. Violations of the Rules will result in forfeiture of the entire Security Deposit.
4. Gatherings are to be limited to a maximum of forty (40) people.
5. Terrace furniture may not be moved except by the Building Staff. Seating that is moved is to be returned to its original place.
6. Those attending may use rest rooms in the Carousel Room. One door may be unlocked by Building Staff to provide access, but must be re-locked at the end of the gathering.

7. A uniformed off-duty Shaker Heights policeman must be present for any party serving alcoholic beverages.
8. Any damage to the Terrace area or furniture and any clean up is the responsibility of the Unit owner host. The cost of repairs and clean up will be charged to the Unit owner, even if in excess of the Security Deposit.
9. The Terrace may not be used for the profit of any Unit owner or resident. It is strictly for social gatherings. Guests may not gather in other common elements.

24. ROOF: Access to the roof of the building is prohibited to all residents.

25. TRADE PERSONS/CONTRACTORS

- A. In compliance with the requirements of the City of Shaker Heights, contractors must be registered and building permits must be obtained when indicated.
- B. The building maintenance staff is not responsible for admitting workmen to individual units or supervising their work.
- C. The Association, its agents and employees are not responsible for any damage or theft that may occur in any condominium unit by outside workmen. Report all thefts to the Shaker Heights Police Department.
- D. Residents are responsible for reporting any damage to common elements caused by a contractor to the Building Manager.
- E. Repair or clean up problems caused by outside contractors or workmen to the common elements is the responsibility of the unit owner. Unit owners are responsible for any recourse they may wish to take against the contractor.
- F. Residents/owners are responsible for ensuring that any contractor working in their unit obeys all Association rules. Resident/owners are responsible for providing the contractor with the Rules for Contractors, available through the Building Manager or garage attendant.
- G. RULES FOR CONTRACTORS include:
 - 1. All contractors must sign into the garage every day that they work in the building.
 - 2. Contractors' materials and tools must be moved into the unit and may not be left in hallways or common elements. Hallways must be cleared for access at all times.
 - 3. Smoking in all interior common elements is strictly prohibited.
 - 4. All contractors, movers and other service personnel must use the garage entrance and freight elevator only. Under no circumstances are the front and side doors and passenger elevators to be used by contractors, movers and other service personnel unless specifically authorized by the Building Manager.
 - 5. All refuse, e.g. furniture, appliances, carpet, hard flooring, lumber, cabinets, doors, cartons and packing crates, etc., must be removed from the Shaker Club property by the contractor, mover, etc., or arrangements made with the Building Manager to have such refuse removed at the contractor's, mover's or unit owner's expense.
 - 6. Except for emergencies, all work must not commence before 8:00 a.m., and must stop or be discontinued before 7:00 p.m. Monday through Saturday. No work, other than emergencies, is to be carried out on Sundays or Federal Holidays.
 - 7. Contractors doing work in suites must ensure that dirt, dust, grease and other debris do not get into the common hallways or onto common element carpets, floors, stairs, walls or elevators.

8. Contractors and movers must clean up after they have completed their work each day, leaving nothing in the common hallways, stairways, lobbies or elevator.
9. The playing of radios, CD players, tape machines, and other entertainment devices in common hallways, stairways and lobbies by residents, resident's guests or contractors is prohibited unless headsets are used.
10. The use of the Garage Office telephone is for Shaker Club staff use ONLY.
11. Contractors, movers, and other service personnel are to follow all directives given by the garage attendant, the Building Manager, Management Company and the Shaker Club Board of Directors.
12. The lobbies are NOT to be used as a lunchroom.
13. The terms "Contractor" and "Tradesman" are meant to identify anyone performing maintenance or repairs, whether paid or not, and including friends and relatives of the Unit Owner.

26. CHRISTMAS TREES

Live Christmas trees are prohibited in all parts of the building. This includes individual suites and common elements.

27. IN-SUITE SERVICES: see addendum.

28. SALE OF CONDOMINIUM UNITS

- A. All unit owners are required to notify the Building Manager in writing of any changes in occupancy within fifteen (15) days of such changes.
- B. Real estate agents should be instructed to contact the Building Manager concerning regulations governing the conduct of real estate agents and the posting of signs.
- C. "FOR SALE," and "FOR RENT" signs are prohibited on the exterior windows, the building and grounds. Real estate agents may contact the Building Manager to post open house signs in the lobbies and in front of the building for the duration of the open house.
- D. Open House Procedure: If a realtor or owner conducts an open house for a condominium unit, access to the building must be arranged between the realtor/owner and the building manager. A representative must be stationed in the unit being sold to be responsible for the entry and exit of all prospective buyers.

E. Sale Procedures:

Prior to the closing of a sale of a unit:

- 1. The seller and his/her real estate agent are responsible for providing the following to the prospective buyer:
 - a) A copy of the most current version of the Declaration and By-laws. and their Amendments
 - b) A copy of the most current version of the Handbook of Information and Rules.
- 2. Copies of these documents may be obtained from the Building Manager.

After the closing of a sale:

- 1. After your unit is sold, you or your real estate agent must call the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyers.
- 2. Make certain that titles to both the condominium unit and the parking space are transferred.
- 3. The Management Company will coordinate this paper work with banks, realtors, appraisers and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
- 4. The seller may either return the building access keys and garage door openers to the building manager for any applicable refund or transfer them to the buyer. If these items are not transferred, they may be obtained by the buyer from the Building Manager for a fee.
- 5. The seller is responsible to provide the following to the buyer:
 - a) Mailbox key(s)
 - b) Laundry box key(s)
 - c) Keys to the condominium unit
 - d) Location of the garage parking space
 - e) Remote control for overhead garage doors

29. RENTAL OF A CONDOMINIUM UNIT (“LEASE” AND “RENT” HAVE THE SAME MEANING)

- A. Any occupancy by someone other than the Owner, or a parent or child of the Owner, shall be interpreted as a “lease”, whether or not any payment is made.
- B. Units purchased after November 1999 shall not be leased/rented without prior approval of the Board of Directors. To meet a special situation or to avoid practical difficulty, the Board shall grant permission to a Unit Owner to lease the unit to a specified lessee. “Practical difficulty” is intended to cover personal circumstances. Accordingly, it is not applicable in any circumstances where the ownership of the unit is in the name of a legal entity (corporation, LLC, etc.). The period shall be no less than twelve (12) months and no longer than twenty-four (24) months or December 31, 2014, whichever is later. The lessee shall not be permitted to sublease the Unit.
- C. If the Owner is delinquent, all rentals must be paid directly to the Association until the delinquency is cleared. The lease document must include an addendum making it subject to this restriction.
- D. Residential units shall not be rented by the unit owners for transient or hotel purposes.
- E. The number of occupants must conform to the Shaker Heights Municipal Code.
- F. The condominium unit owner must provide the Building Manager with the following information prior to tenant move in:
 - a) Copy of lease
 - b) Full name of the resident and telephone number
 - c) Names of all occupants of the unit
 - d) Certificate of Occupancy, as required by the City of Shaker Heights
- G. The owner is responsible for providing the resident with current copies of the Declaration, By-laws and Handbook of Information and Rules of The Shaker Club.
- H. The owner is responsible for resident violations of the Rules and Regulations. The owner shall be responsible for rule enforcement assessments and all other damages. Any recourse the owner may wish to take against his/her resident who is in violation is up to the owner.
- I. The lease document must contain a clause making it subject to the covenants and restrictions in The Shaker Club Declaration and By-laws, and further, subject to the Handbook of Information and Rules of The Shaker Club.
- J. If a Unit is leased without prior Board approval, the Unit Owner will be subject to a Lease Violation Fee of up to \$20.00 per day for each day of the unapproved occupancy, to a maximum of \$500.00 per month.

NOTE: Providing the Building Manager with the name and telephone number of your resident enables acknowledgement and response to service requests, questions, etc. Help us make your resident feel at home at The Shaker Club.

30. MOVING

- A. Move-in and move-out dates must be scheduled at least 48 hours in advance with the Building Manager.
- B. Contact the garage staff on the day of the move to make arrangements to obtain a key for the freight elevator.
- C. All move-ins and move-outs must use the freight elevator. Contact the Building Manager at 991-4041 at least forty-eight hours in advance to have the wall pads made available. Building personnel will install wall pads in the freight elevator.
- D. Moving-in or moving-out of the building shall not commence earlier than 8:00 a.m. and shall be completed and/or discontinued prior to 8:00 p.m., Monday through Saturday.
- E. Moving-in or moving-out of the building is prohibited on Sundays or holidays. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- F. An inspection of the freight elevator, hallways, entrance ways, etc., shall be made after the move and any damage found to be caused from such move will be charged to the unit owner.
- G. The moving and/or delivery through the front and side doors of the building of furniture or large appliances and other bulky items, machinery, and all items associated with renovation or repair work (tools, paint, drywall, Masonite, lumber, plumbing and electrical fixtures, floor covering including carpet, rugs, carpet padding, tile, etc.) is prohibited. The freight elevator must be used for moving and deliveries. This applies to contractors, delivery personnel and residents.
- H. The above-stated rules also apply to floor-to-floor moves.

31. FIRE ALARM PROCEDURE:

- A. When the fire alarm is activated, an audible alarm signals throughout the building.
- B. Whenever the alarm sounds, all residents must assume there is a fire.
- C. If you detect a fire:
 - 1. Contact the Shaker Heights Fire Department by dialing 911.
 - 2. Pull the fire alarm in your hallway.
 - 3. Leave the building if it is safe to do so.
 - 4. Use exit stairways. **DO NOT USE THE ELEVATORS. DO NOT PANIC.**
- D. If you cannot leave your apartment or the building:
 - 1. Place your palm on the door. If it feels hot, **DO NOT OPEN IT.**
 - 2. If the hallway is too smoky, return to your unit and close the door.
 - 3. Place wet towels across the cracks under the doors.
 - 4. If there is smoke in your unit, open a window and, if possible, stay at the window. If no window is accessible, lie down on the floor.
- E. **OTHER VITAL INFORMATION:**
 - 1. Your building has built-in fire resistance features which minimize the spread of flames, especially from floor to floor.
 - 2. Do not use the elevators during a fire because smoke and heat interfere with controls, making operation unsafe.
 - 3. The stairways are built for safe exit during a fire. Firefighters will use them too. Be sure to close all doors to the stairwells.
 - 4. Contact the Shaker Heights Fire Department as 216-491-1234 if you have any questions regarding fire safety.
- F. **FALSE ALARMS**
 - 1. Occasional false alarms are unavoidable. Alarm tests sometimes occur during routine inspections.
 - 2. Always treat every fire alarm as if it were a real fire. Do not panic. Follow the instructions above.
 - 3. Even if you think the alarm is false, wait in your unit for the Fire Department to arrive.

32. SECURITY

- A. Security is the responsibility of all unit owners/residents at The Shaker Club.
- B. Residents must immediately report unusual or suspicious activity to the Police Department by dialing 911.
- C. Allowing anyone unknown to you to enter the building at the time you enter is prohibited. All visitors must be identified before allowing them access to the building.
- D. The Association and the Management Company do not have the responsibility for law enforcement at The Shaker Club. The responsibility for dealing with criminal activity remains exclusively with the Shaker Heights Police Department (non-emergency phone: 491-1223).
- E. Propping or blocking doors open is prohibited. If you witness someone blocking a door open, immediately report it to the Building Manager, Maintenance Supervisor or garage attendant.

33. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

- A. All assessments, including maintenance fees are due on the first day of the month and are considered late if not received by the tenth of the month.
- B. An administrative late charge (late fee) of fifty dollars (\$50) will be incurred for any late payment and for any unpaid balance, excluding unpaid late fees. Late fees may be increased by the Board of Directors as it sees fit.
- C. Payments made by the Unit Owner shall be credited in the following order of priority:
 - 1. Interest owed to the Association
 - 2. Administrative late fees owed to the Association
 - 3. Collection costs, attorney's fees and paralegal fees incurred by the Association
 - 4. To the principal amounts the unit owner owes the Association for the common expenses or penalty assessments chargeable against the unit.
- D. In the event that a unit owner becomes delinquent in the payment of assessments or charges, the Association will pursue remedies as follows:
 - 1. Late letters will be sent to the owner for delinquencies of over sixty days.
 - 2. If the debt is not satisfied, a lien will be filed in the public record.
 - 3. If the debt persists, a foreclosure action will be pursued in court. This may be followed by a sheriff's sale if the debt is not paid.
 - 4. In the case of any unit owner who within the immediately preceding twelve months had a lien filed and released, a lien shall be filed thirty days after any new delinquency begins and any necessary foreclosure action shall be initiated subsequently.
- E. Owners who find themselves unable to meet their financial obligations to the Association are urged to contact the Board of Directors to discuss possible financial arrangements.
- F. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
- G. If any owner fails to perform any act that is required by the Declaration, the By-laws or the Rules and Regulations, the Association may, but is not obligated to, take whatever action is necessary to correct the violation. The Association shall charge and collect from said unit owner the entire cost and expense incurred by the Association, including reasonable attorney fees of such action or cure. These costs and expenses will be considered an additional assessment and will be due and payable at the next scheduled billing. If payment is not made in full, the Association may obtain a lien for the cost and expenses incurred and charged to the unit owner, in the same manner a lien may be obtained for non-payment of maintenance fees for common expenses.

- H. There is a charge of twenty dollars (\$20) for each check returned because of insufficient funds.
- I. Owners more than one month in arrears in assessments will be denied car wash privileges, as well as that owner's right to use the Common Elements, including but not limited to the Terrace, the Carousel Room, the Hospitality Suite, the Exercise Facilities, and the Laundry Facilities. An Owner who is more than one month in arrears shall automatically forfeit the right to vote.

34. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the Rules and Regulations must be submitted to the Building Manager IN WRITING and must contain the date, signature, address and telephone number of the person filing the complaint. Complaint Forms are available in the Building Manager's office.
- B. The Association will not become involved in personal disputes or complaints involving individual residents as long as there is no violation of the Rules and Regulations.
- C. Complaints involving violations of the law are to be made directly to the Shaker Heights Police Department.
- D. The Board of Directors and/or the Building Manager will, in most instances, contact the alleged responsible unit owner or resident after receipt of each complaint and a reasonable effort will be made to gain the responsible owner's or resident's agreement to cease the violation.
- E. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

35. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

- A. The unit owner shall be responsible for any violation of the Declaration, By-Laws or Rules and Regulations by the unit owner, guests, or the occupants, including tenants, of his/her unit.
- B. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation shall also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding fifty dollars (\$50) per occurrence, or if the violation is of an ongoing nature, fifty dollars (\$50) per day MAY be levied by the Board against the owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a) A description of the property damage or violation.
 - b) The amount of the proposed charge or assessment.
 - c) A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment.
 - d) A statement setting forth the procedures to request a hearing.
 - e) When applicable, a reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.
 - 2. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Section E-1 above.
 - a) If the owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived and the charge for damages and/or an enforcement assessment will be immediately imposed.
 - b) At the hearing, the Board and allegedly responsible owner will have the right to present any evidence. This hearing will be held in executive session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment shall become part of the hearing minutes.

The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

3. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more that ten (10) days.

36. FITNESS ROOM: TERMS AND CONDITIONS OF USE

A. Requirements for Admittance to the Fitness Room

1. The Fitness Room, including all the equipment, is for the use and enjoyment of the Shaker Club Condominium Owners and Occupants.
2. All Occupants are responsible for complying with these rules and regulations.
3. Any Occupant under the age of sixteen (16) must be accompanied at all times by an adult parent or guardian. FOR SAFETY REASONS and based on manufacturers' warnings, however, children under the age of twelve (12) are not permitted in the Fitness Room.
4. Visiting family members and guests may not use the Fitness Room.
5. All Occupants who use the Fitness Room must sign a Liability Waiver and Release Form prior to use of the facilities. Upon signing a waiver in the Building Manager's office, a key will be issued in exchange for a \$25 deposit. Only eligible resident family members may share the key provided that they too have signed a waiver. If the key is lost, you must pay another \$25 to replace it. If you no longer wish to use the Fitness Room, you may return the key and your \$25 deposit will be refunded.
6. The Owner/Occupant is on notice by voluntarily using the Fitness room and included equipment, and having completed the aforementioned required Liability Waiver, the Owner/Occupant waives all rights to make a claim for any damages and/or loss in any way associated with said use against the Association, its Board members, residents, owners, members, agents, and/or employees.
7. The Fitness Room is available for use 24/7 to accommodate everyone's schedules.

B. Usage of the Fitness Room and Equipment

1. PLEASE CONSULT YOUR PHYSICIAN PRIOR TO COMMENCING ANY EXERCISE PROGRAM(S). Each Occupant using these facilities assumes the sole responsibility for determining his/her physical limitations and assumes the sole risk of any injury or illness resulting from any activity exceeding those limitations, or any improper use of the facilities.
2. Proper usage of exercise equipment by Owners and Occupants is required. Improper usage will result in damage to equipment and may lead to the suspension of Fitness Room privileges for the abuser. The cost of repairing damages to any of the equipment will be assessed against the Unit responsible.
3. Association exercise equipment is the only equipment allowed in the room. Exercise mats are permitted, but not provided, and cannot be left in the room.
4. No pets, food, beverages, other than bottled water in plastic containers, are permitted in the Fitness Room.

5. All Occupants using the Fitness Room are asked to wipe off the exercise equipment after each use with the materials provided.
6. Audio equipment, such as radios, tape players, CD players, etc., will be permitted with the use of headphones only.
7. The Association will not be responsible for lost personal items.
8. The rules and regulations contained herein supplement, but do not supersede, the Association Declaration, Bylaws, Covenants, Conditions, Restrictions, and or Amendments.
9. Violation of rules could result in a fine and/or loss of privileges as determined by the Board of Directors.

37. HOSPITALITY SUITE RULES AND REGULATIONS

- A. The Condominium Association maintains a Hospitality Suite in Unit #120A located on the first floor in the West Wing. The suite consists of a bedroom with 2 single beds and a full bath. The suite is air-conditioned.
- B. Only owners and residents may reserve the hospitality suite for use by their guests and will be responsible for the rental fee and the deposit.
- C. The Hospitality Suite may not be reserved for the guests of owners or renters if the owner is more than 30 days delinquent in paying his/her assessments at the time the room is requested.
- D. We will charge a fee of \$50.00 for the first night's stay and \$35.00 for each subsequent night.
- E. Arrangements for reservations will be made in advance with the Building Manager.
- F. A deposit of \$100.00 will be collected at the time the reservation is made and damages to the unit or its contents will be deducted from this deposit. The \$100 deposit will be returned in the event no losses or damages have occurred.
- G. Up to two (2) sets of keys, consisting of a suite key and a building key, will be provided to guests. The keys must be returned to the Building Office at the time of departure or the deposit will be forfeited.
- H. Guests may park in the condominium garage if space is available. Arrangements should be made in advance with the garage staff.
- I. Bed linens and towels are provided.
- J. The unit will be cleaned by the condominium after each use. Maid service is not provided during your stay.
- K. Smoking is not permitted in the Hospitality Suite.
- L. Cooking is not permitted.
- M. At check out, the keys and a check for the rental fee must be delivered to the Building Manager. If departure occurs outside of the normal business hours, the keys and fees can be returned by the resident host.
- N. The unit will be inspected after every stay to determine whether or not there are damages. The Owner/Resident will be liable to pay any damages or loss caused by the action or negligence of the guest(s). In the event that keys are not returned by the owner, there will be a \$50 charge for each set.

38. LAND CONTRACTS

Owners and Residents involved in Land Contracts are bound by the same rules and regulations as Owners and Renters, respectively, unless specifically provided for otherwise by statute. This includes, but is not limited to, the rules regarding sales (Section 28) and rentals (Section 29). Where appropriate, the term “rentals” shall include purchase payments made under the terms of the Land Contract.

39. IN-SUITE LAUNDRY

Washers and dryers are not permitted within the individual units because their operation places undue stress on the building utilities and because they pose a fire hazard risk (see Section 11 for information about the building’s Laundry Rooms).

40. INSPECTION OF UNOCCUPIED UNITS

When a Unit is vacant for a period of one month or more, the Association requires that the Owner have the Unit inspected in order to reduce the risk that inattention might create a problem for other Unit owners and/or the Common Areas. The inspection is to be repeated every month while the Unit is vacant, and the condition reported to the Building Office. Association staff is available to perform this inspection (for a fee).

41. CARTS

- A. Carts are available from the garage office for the convenience of residents. The newer carts are intended for resident use. The older carts are intended for contractor use.
- B. Residents are to sign carts out and in. If the garage office is locked, carts may be picked up and returned outside the office door. Carts are not to be used in the passenger elevators, nor left in hallways, nor kept in Units for a protracted period of time. Failure to record the use of carts or to keep them for a protracted period of time represents an inconvenience to residents and a violation of the Rules for which a fine may be assessed.

APPENDICIES

Appendix A: TELEPHONE NUMBERS

Shaker Club Building Manager's Office	216-991-4041
Shaker Club Garage	216-283-6880
Carlyle Management Company	216-464-7465
Office Hours: Monday thru Friday- 8:00 a.m. - 5:00 p.m.	
After Hour Emergency Response.....	216-464-7465

EMERGENCY INFORMATION:

All emergency services	911
Shaker Hts. Police Dept. (Non Emergency).....	216-491-1234
Shaker Hts. Fire Dept. (Non Emergency)	216-491-1212
Academy of Medicine of Cleveland	216-520-1000
Poison Control Center	216-231-4455
Suicide Hotline.....	216-623-6888

UTILITY SERVICES:

SBC customer service	800-660-1000
Time Warner Cable.....	877-772-2253
WOW	866-496-9669
Beachwood Post Office	800-275-8777

OTHER IMPORTANT NUMBERS:

Exterminator (General Pest Control	216-252-7140
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Appendix B: In-Suite Services

Services Provided By Our Staff At No Charge During Regular Working Hours

SERVICE	DESCRIPTION OF SERVICE
Drain snaking	Clearing a Clogged drain requiring less than 8 feet of drain snake. (Clogs requiring more than 8 feet of snake will be cleared at the unit owner's expense.)
Leaking faucets	To prevent the waste of water, the Association will replace faucet washer and clear aerators, provided that the faucet will accept standard size replacements.
Fuse replacement	Replace blown fuses as needed. (Fuses may be obtained at no charge at any time from the garage staff.)
Light bulb replacement	No charge for labor. The cost of replacement bulbs is the responsibility of the unit owner.
Mailbox repair	No charge if damage was not intentionally caused.
Radiator repair	Repair or replacement of malfunctioning or leaking radiators or thermostats
Smoke detector batteries	Annual replacement of smoke detector batteries.
Toilet unclogging	No charge for simple unclogging.
Vent mesh cleaning	Residents are strongly encouraged to remove the wire mesh behind the screens on the exhaust vents in their kitchens and bathrooms. If the mesh is left in place, it is required that it be cleaned twice a year. The condominium staff will do this at no charge if so requested. There will, however, be a charge if the mesh is replaced.

Emergency Services After Regular Working Hours

SERVICE	DESCRIPTION OF SERVICE	CHARGE
Drain clearing:	Clearing a clogged drain requiring less than 8' feet of drain snake	\$30
Fuse Replacement:	Replace blown fuses as needed (Fuses may be obtained at no charge at any time from the garage staff.)	\$10
Lockouts:	Service is provided only if key is available in office. Before 10 p.m..... On weekends or After 10 p.m.....	\$30 \$65
Toilet Unclogging:	\$30

Services Which Are Not Provided By The Shaker Club Staff During Regular Working Hours

The Association does not provide the following services as part of the in-suite service program. Each unit owner may negotiate with the contractor of their choice for such services or may arrange for our staff to provide these services privately and outside of working hours.

- Appliance repair
- Air conditioner installation or removal
- Carpet installation
- Ceiling fan installation and replacement
- Door hinge replacement
- Door lock replacement and repair
- Garbage disposer, initial installation, repair or removal
- Electric outlet replacement
- Faucet Replacement
- Light Fixture installation, repair or replacement
- Plumbing repairs, major
- Remodeling and renovation
- Redecoration
- Replacement of sink, commode, etc.
- Replacement or adjustment of water control mechanisms inside toilet tank
(however the staff will turn off a running or leaking toilet at no charge)
- Tile installation and caulking window repair
- Window treatment installation or replacement (curtains, shades, etc.)

Service Charge Rate

For any service not covered by the association dues, a rate of \$20.00 per hour will be charged during normal business hours (as posted by the Association). During normal business hours only the first 15 minutes will be free and will be measured from the time of first entrance to the resident's unit. Overtime rates (\$30.00 per hour) will apply for services after normal business hours.

After 6:00 p.m. and on weekends and holidays only emergency services will be provided.

Outside contractors brought in for any repairs which are the responsibility of the unit owner will be billed directly to the owner, who will be responsible for the entire amount charged.

Materials to be Supplied by Owner

For some services it is the responsibility of the owner to provide needed items. If such items are supplied by the Association staff, the actual cost will be billed to the unit owner. If needed parts or supplies are picked up from an outside source by a staff member, the applicable hourly rate will be charged for the time spent in doing so.

Payment

All services rendered on behalf of the Association will be billed by the Association. **Do not pay any Association employee or representative of the management directly.** The exception is that any side work negotiated privately with an employee and performed outside of the employee's scheduled work time should be compensated directly to the employee at the time of completion.

Services not provided

In the event that the Shaker Club staff is unable to provide uncovered services , the building manager may direct that the desired service be referred to an outside contractor. The building manager will, if requested, provide a list of contractors offering the needed service.

The Association requests that for any work requiring a building permit and not requiring Board authorization, the Board be provided with a copy of such permit.

Contractor's proof of Insurance

The Association requires proof of contractor's liability and workers compensation insurance from all contractors or independent workers performing work within a suite. Failure to provide copies of such coverage may result in liability to the unit owner.

Appendix C: Amended Rules

Appendix D: Alphabetical List of Rules

This list is not intended to be all-inclusive. Errors or omissions in this list do not affect the enforceability of Rules.

SUBJECT	SECTION
Alcohol	22,23
Annual Meeting	1
Appliances	3
Association Rights, Responsibilities	1,2,3,13,14,18,19,25,32,33,34,35,36
Beverages	9,10,22,23,36
Bicycles/Tricycles/Motorcycles	18,23
Board of Directors	1,2,3,4,8,13,15,18,20,22,23,29,33,34,35,36
Building	2,3,4,5,7,12,13,14,18,19,20,21,22,23,24,25,26,28,30,31,32,33,36,39
Building Manager	1,2,3,9,12,14,16,18,19,21,22,23,25,28,29,30,32,34,36,37,38
Cable/Satellite	15,38
Car/Car Wash	16,33
Carousel Room	1,21,22,33
Carts	9,10,41
Christmas Trees	26
Common Areas/Elements	1,2,3,4,8,9,15,19,20,21,22,23,25,26
Complaints	22,34
Contractors	1,2,3,21,25,30
Damage	2,3,20,22,23,25,29,30,33,35,36,37
Definitions	1
Delivery	9,13,22,30
Doors	2,3,5,7,8,10,12,14,16,25,28,30,31,32
Dress Code	2
Elevator	2,9,20,25,30,31
Emergency	2,3,8,13,32,33
Enforcement/Violations	3,20,29,32,33,34,35,36
Entry	3,7,14,22,28
Exterminator	21,37,38
Fees	19,22,28,33,35,37
Fire	1,5,16,19,31,38,39
Floor	3,12,25,30,31,37
Garage	1,2,8,11,12,13,16,17,18,20,21,22,25,28,30,32,37,38
Guests	2,3,10,16,20,22,23,25,33,35,36,37
Hallways	2,8,10,30,31
Hospitality Suite	37
Insurance	1,2,3,18
Keys	3,14,16,22,28,30,36,37
Land Contracts	20,28,29,38,40
Laundry	2,11,28,33,39
Limited Common Areas/Elements	2,3,20
Mail	1,2,13,14,28
Maintenance/Repairs	1,2,3,14,16,21,22,23,24,25,28,30,32,33,35,36
Management Company	1,18,22,25,28,32,38

Moving	9,12,25,29,30
Newsletter	1
Noise	2,3,20,23
Occupancy	7,28,29,35,36
Office Hours	38
Packages	13
Parking	2,16,17,22,28,37
Patio/Terrace	2,3,18,20,23
Permits	3,25
Pest	see Exterminator
Pets	9,20,23,36
Recycling	12
Rental of Unit	20,28,29,38,40
Residential Unit Requirements	3
Roof (5 th Floor)	24
Sale of Unit	14,28
Security	2,5,7,14,32
Services	2,6,7,14,15,21,22,25,27,29,38
Signs	2,3,7,22,28
Smoke Detectors	3
Smoking	2,9,11,23,25,37
Soliciting	2
Storage	2,8,16,18,19,22,33
Telephone/Numbers	2,3,4,6,7,25,29,34,37
Terrace/Patio	2,3,18,20,23
Trash/Rubbish	12,13,20,21,23
Utilities	2,3,38,39
Violations/Enforcement	3,20,29,32,33,34,35,36
Windows	2,3,15,28

Three (3) forms should have accompanied this *Handbook of Information and Rules*:

- A. An acknowledgement of receipt and understanding of this Handbook.
- B. A resident information and emergency form.
- C. A permission to enter unit in case of emergency and/or emergency service form.

These forms must be completed and returned to the Building Manager. If you did not receive these forms, it is the owner/resident's responsibility to obtain them from the Building Manager.

Owner, resident and tenant information must be updated within 15 days of any change to any of the following:

Unit Owner phone number or address at home and at work

Resident phone number or address at home and at work

Tenant phone number at home and phone number and address at work.