

# SOMERSET SQUARE CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

(as amended) August, 2008

### PURPOSE

The purpose of the Rules and Regulations of Somerset Square Condominium Association is to establish rules within the framework of the Association's Declaration & Bylaws, as well as local, state and federal codes and applicable regulations, in a manner which will allow the occupants of the condominium community to live in an environment acceptable and beneficial for all.

### ENFORCEMENT & PROCEDURES

It is the responsibility of each owner and resident to know the Rules and Regulations and to carry them out. In the event a violation occurs, and it cannot be resolved on a one-to-one basis, a written complaint may be submitted to the Board of Directors for consideration and corrective action. The procedures for the handling of complaints are set out in these rules.

### GENERAL RULES OF CONDUCT

The following general rules of conduct, supplementing, and in some cases repeating in full the legal restrictions of the Declarations and Bylaws, shall be **applicable to all Unit Owners and Residents**:

1. **PETS, ANIMALS, LIVESTOCK**
  - A. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or the Common Areas, except that dogs, cats or other household pets may be kept in units, provided they are not kept, bred, or maintained for any commercial purpose, and are not permitted in Common Areas EXCEPT ON A LEASH (Not longer than six feet in length) controlled by a responsible person. (Article VIII, item F, page 11)
  - B. A maximum of one dog per unit is permitted and dog may not exceed 25 pounds when full grown. A limit of two cats per unit is permitted. The Board has the sole right to accept or reject any pet.
  - C. Pet owners will be responsible for **removing animal waste immediately** from all Common and Limited Common Areas (i.e. patio/porch areas).
  - D. **Pets should never be tied outside**, must always be on a leash controlled by a responsible person.
  - E. Owners/Residents shall be required to take whatever action is deemed necessary to prevent their pets from annoying others. In particular, continuous animal noise, whether in the Common Areas or within units will not be permitted.
  - F. If the Board determines that a pet constitutes a nuisance or creates a detrimental or dangerous condition for the Residents, the Board may order the owner to remove such pet from the Condominium Property; and the Board may also charge such owner for a Special Individual Unit Assessment any costs of repairing any damage to any Common Area or Facility caused by the pet. (Article VIII, item F, page 12)
  - G. Enforcement charges are detailed in section "Enforcement of By-Laws" on page 2.
2. **NUISANCES** - No noxious, offensive or illegal activity shall be carried on in any unit or upon the Common or Limited Common Areas, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
3. **COMMERCIAL ACTIVITIES** - No commercial activities shall take place that will disturb the general atmosphere of the community (i.e. baby-sitting). Activities that have the appearance of being commercial shall be presented to the Board of Trustees and evaluated and a ruling made as to its acceptance or rejection.
4. **COMMON AREAS** - Except as otherwise provided, the Common Areas shall be used for the sole and exclusive use, benefit and enjoyment of unit owners for the purposed and in the manner in which such areas and facilities are ordinarily used. In addition:
  - A. Unit owners are responsible for the maintenance and repair resulting from damage to the common property caused by a negligent or intentional act by the unit owner or residents of a unit or guest of any owner or resident.
  - B. Use of the sidewalks shall be limited to pedestrian traffic.
  - C. Unit owners shall be responsible for keeping Common Areas clear of all personal articles. Resident's responsibility to keep front and rear areas of unit neat and tidy.
  - D. Children shall not be permitted to play or climb or otherwise jeopardize lamp posts, trees, shrubbery, parked vehicles, fences or other structures. Children must be supervised while playing in common areas.
  - E. The Common Areas are not to be used as a facility for activities which may be detrimental to lawn, shrubs, trees, sidewalks, or nearby structures.
  - F. For the safety of all residents, children's toys and bicycles must be removed from the Common Area by dark each evening. It is the parent's responsibility to see that this is done.

5. **FIREARMS** – No firearms, including BB guns, bows and arrows, slingshots or other weapons discharging a projectile, may be discharged on condominium property.
6. **SIGNS** – No signs may be displayed to the public view except those approved by the Board. One professionally prepared sign advertising the unit for sale, lease, or rent may be placed on the interior side of a window.
7. **LANDSCAPING** – No person may remove existing trees or shrubbery without prior approval by the Board. No new shrubbery or trees may be planted without the written permission of the Board. Residents may plant flowers in the beds beside their unit. Damages to trees and shrubbery caused by a unit owner or resident may result in a special assessment by the Board to the property owner to recover costs.
8. **VEHICLES/PARKING**
  - A. A maximum of two (2) vehicles per unit is permitted. A motorcycle counts as a vehicle and must be parked in front of car in same space.
  - B. Parking is permitted in designated parking areas only. Owners/residents are responsible to insure their guest's park in the proper area (suggest south parking lot).
  - C. No parking is permitted at anytime on the grass. Moving trucks are not permitted to drive on lawn or sidewalks.
  - D. No boats, trucks, recreational vehicles, trailer or other recreational vehicles are permitted to be stored or parked on our lots or parking areas. Vehicles must move every seven (7) days or they will be considered a stored vehicle.
  - E. Vehicles which do not have current license plate stickers (must be plates on front and rear of vehicle) or are not operational are not to be stored or parked on our lots or parking spaces.
  - F. No vehicles may be parked in such a manner as to impede or prevent the normal flow of traffic or cause a safety hazard. Parking is to be between lines only – no parking along curbed areas in the roadway.
  - G. No repairs or maintenance may be performed on any vehicle in the parking lots except emergency repairs (i.e., changing flat tire, which must be completed within 24 hours). Washing of vehicles not permitted.
  - H. Violation of these rules will result in towing of offending vehicle at owner's expense.
  - I. Residents will be assigned one (1) parking space per unit. Others parking in an assigned space are subject to immediate towing. Resident having an assigned parking space will be given the towing company name, phone number, and code so they may enforce towing in their assigned space.
9. **BICYCLES** (July, 2008)– the Association has placed three bike racks throughout the property. Bicycles must be placed in the racks or stored within the unit. Bicycles may not be chained or left in the common or limited common areas (i.e. light posts, trees, rear porch, one bedroom hallways, etc.). Violation of this rule will result in the bicycle being removed from the property.
10. **TOWING** –The Board of Directors or Management may be contacted to have a vehicle towed. Vehicles may be recovered by calling the number posted on signs. Note – Vehicle owner is responsible for all towing expenses.
11. **EXTERIOR MAINTENANCE** –Most exterior maintenance is the responsibility of the Condominium Association. To request exterior maintenance call Patterson Merkle & Associates, at 235-1187 during normal working hours. In case of an after hours maintenance emergency call 221-7985. Owners with requests for non-emergency maintenance should call in their requests during normal working hours. All townhouse units must have Association approved storm doors installed.
12. **PAINTING OR STAINING** – No resident is permitted to paint or stain the exterior of his unit unless it has been approved by the Board.
13. **CONDOMINIUM FEES & LATE CHARGES** –(Owners only) Condominium fees are due on the first day of the month. Fees paid after the 10<sup>th</sup> day of the month will be assessed a \$10.00 late charge. Fees should be made payable to Somerset Square Condominium Association and mailed to Patterson Merkle & Associates, 4900 Reed Road, Suite 230, Columbus, Ohio 43220. Any and all condominium fees that remain unpaid for 60 days after they are due will result in a property lien (Charge of \$70.00 to owner) or small claims court action by the Board of Directors. Condominium fees more than 90 days in arrears will result in foreclosure/sheriff sale proceedings against the owner.
14. **ARTICLES DISPLAYED/ HUNG OUTSIDE UNITS & IN WINDOWS** –No unit owner or resident shall display, hang, store or use any clothing, blankets, laundry (including clotheslines) or other articles outside their unit, or which may be visible from the outside of their unit without the prior written permission of the Board. Window coverings, visible from the exterior of units, must show a solid white color or lining. New residents must comply with window covering rule within 30 days of move in date. No newspaper or sheets are permitted. Board of Directors reserves the right to determine what is esthetically appealing.
15. **EMERGENCY ACCESS** –In case of an emergency please provide management with owner/resident home, work & etc. phone numbers. Door may be broken down in case of emergency.
16. **WATER BEDS** – Water beds are not permitted
17. **INVESTOR RULES**
  - A. Owners who lease or rent their units must notify management of the name and phone numbers of their residents and provide a copy of the executed written lease (if so requested). All tenants must be given a copy and abide by all the rules, regulations, and guidelines herein.
  - B. Investor owners must keep the Association informed of their current address and home and work phone number (in case of emergencies).
  - C. No lease shall be for less than six months.
  - D. Owners are responsible for tenant's rules infractions plus any enforcement charges subject to those infractions. This applies to all rules infractions and enforcement charges.

18. **REFUSE** – No unit, Limited Common Area, or the Commons Areas shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept or stored in or on Limited Common or Common Areas. Large items such as appliances, furniture, carpet, etc. are the responsibility of each owner/resident to dispose of personally, not the Association. Owners will be billed for removing items left in common areas. **Please take pride in our community and keep the compactor area clean.**
19. **ONE-BEDROOM UNITS** – A storage bin is reserved for each one-bedroom unit in the basement. Any items stored outside of the bins will be removed by Management. No items are to be stored in common hallways (i.e. bicycles, waste baskets etc.). This is necessary to maintain a neat and orderly space and to insure we do not violate any fire codes.
20. **SATELLITE TV DISHES** – Installation of a satellite TV dish requires written approval from the Association. Send installation proposal to the management company and they will contact the Board of Trustees. The following rules shall apply with respect to the installation of satellite TV dishes:
- A. Satellite TV dishes may be installed in the basement window well of units. Dish may **not** be mounted to building walls, roof, etc.
  - B. Dish cannot exceed one meter in size and Association recommends using a dish as small as possible for aesthetic and architectural reasons. Association reserves the right to ask that dish and mounting post be painted if color does not meet current guidelines (color permitted as of 2/17/03 is gray).
  - C. Guidelines for installation of dish:
    - a) Dish must be mounted on a post within the boundaries of the basement window well. Mount dish as low as possible, not to exceed eighteen (18) inches above the window well.
    - b) Do not bore holes in building walls to run cable from dish to interior of unit. Do not run cable on exterior walls of the building. Suggest removing a glass pane in basement window and replacing with an acrylic pane. Drill hole in acrylic pane for cable and seal to keep out moisture.
    - c) Per item A above dish may not be mounted to building walls, roof, etc.
  - D. The method and manner of installation must be secure to avoid any risk of injury to persons or property. Owner liable for any and all claims resulting from dish (investor owner responsible for tenant). Owner also responsible for any maintenance issues resulting from dish.

21. **ENFORCEMENT OF BY-LAWS, RULES, ETC.**

The Board of Trustees may assess enforcement charges against a unit owner at its discretion to correct damages resulting from a unit owner's or tenant's breach of Declaration, By-laws, or Rules and Regulations. All complaints and requests must be made in writing with specific details. Depending upon the nature of the complaint or request, it should be directed to a Board member and/or committee chairperson and/or management company. Noise complaints require letters from a minimum of two units regarding a single incident. These letters should be directed to the Board or the management company.

**First Violation:** Warning letter is sent to owner of the unit.

**Second Violation:** Letter and assessment of a \$25.00 enforcement charge.

**Third Violation:** Letter and assessment of a \$75.00 enforcement charge

**Fourth Violation:** Matter to be brought before the Board of Trustees for their decision and determination of the amount of fines or in the case of pets, removal of the pet. An appeal may be made to the Board of Directors for relief at any point during complaint process.

**PROCEDURE FOR ENFORCEMENT OF VIOLATIONS** (per State of Ohio House Bill 135, July, 2004)

**Notice.** Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

- (1) A description of the property damages or the violation
- (2) The amount of the proposed charge or assessment
- (3) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment
- (4) A statement setting forth the procedure to request a hearing
- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment

**Hearing.** A unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the violation notice. If the Unit Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a unit owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owner with a notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owner.

## **22. ARCHITECTURAL CONTROL**

NO UNIT OWNER OR TENANT OF A UNIT OWNER SHALL MAKE ANY STRUCTURAL ALTERATION, ADDITION, OR IMPROVEMENT TO A UNIT WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD. The following are included as an illustration of changes that require prior approval: exterior doors, storm and screen doors, replacement windows, storm windows, exterior painting, and exterior porch lights. Exterior lighting shall not be directed in such a manner as to create annoyance to your neighbor. No structures such as dog houses, storage sheds, etc., shall be constructed on any lot at any time. Unit owners who plan to make any additions or changes must submit their request in writing to the Board of Directors.

## **23. GRILLS**

Grills must be placed a minimum of ten (10) feet from building walls when in use. Grills may be stored on the exterior, must be placed in an out of the way place, and not stored under windows.

## **24. State of Ohio House Bill 135 (effective July, 2004) – changes adopted by the Board**

1. “Common Areas and Facilities” are now called “Common Elements”
2. Enforcement Assessments (5311.081 (C) ) – permits the right of the Board to levy enforcement assessments for rule violations.
3. Lien for late fees and enforcement assessments (5311.18 (A) (1) ) – a condominium lien may be filed not only for past due maintenance fees and assessments, but also for outstanding interest, late fees, enforcement assessments, collection costs, and attorney fees.
4. Association may evict tenants (5311.19 (B) (1) ) – the Association may evict tenants who are in violation of the governing documents or restrictions, so long as the unit owner is provided with at least ten days (10) written notice of the intended eviction action. The costs of eviction, including reasonable attorney fees, shall be charged to the unit owner and shall constitute a special assessment against the unit owner.
5. Suspend Use and Voting Privileges of Delinquent Owners (5311.081 (B)(18) – Board may suspend the voting privileges and use of recreational facilities when an owner is more than thirty (30) days delinquent.
6. 5311.21 permits the Association to retain common profits at year end and apply them toward reserves.
7. The Association must allow owners to display the United States flag.
8. Budgets must provide adequate funds for repair and replacement of major capital items, but not less than 10% of the operating budget unless 51% of the owners annually approve a lesser amount.
9. Board meetings may be held by any communication method. Instead of a meeting, the Board may take action with the unanimous written consent of the Board members.
10. Owners in a foreclosure action cannot assert as a defense that the Association breached it’s duty.

**FORMAL COMPLAINT**

PARTY COMPLAINED OF:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

**RULE(S) VIOLATED - ACT(S) COMPLAINED OF:**

(Describe nature, location, time date, etc.)

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

\_\_\_\_\_  
**Signature of Complainant**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Date**