



Richmond **Place**

RULES AND REGULATIONS

RICHMOND PLACE CONDOMINIUM UNIT OWNERS' **ASSOCIATION**

REVISED March, 2024

EFFECTIVE April 8, 2024

GOOD NEIGHBOR POLICY

The Association's Declaration & By-Laws, as amended in 1984, 1988, 2004, 2005, 2006, and 2011 along with these Rules and Regulations define the standard of living occupants may expect from our condominium environment. These documents are designed to protect the rights of each resident.

However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion.

Our documents are our foundation.

Our community spirit lies within the hands of each occupant.



Richmond Place

TO THE UNIT OWNERS AT RICHMOND PLACE:

Enclosed are the revised Rules and Regulations for the Richmond Place Condominium Association, effective April 8, 2024. Changes have been made to bring the rules into line with new Ohio condominium laws, the approved amendments to our Declaration and Bylaws, the Ohio Fire Code, and recommendations from our condominium attorneys. Several of the newer rules have already been published in various RICHMOND PLACEMATS in the years since the last full revision in 2007.

Any Unit Owners who presently have a contract for sale pending on their Unit should pass these new Rules on to their buyers before closing. Any tenants living here are being sent these Rules, since they are also bound by the terms of the Rules.

Your Board is doing its very best to make sure that the Association is making the proper moves to ensure the well-being of our occupants and the preservation of our property and its value, both now and looking toward the future.

Richmond Place Board of Directors

April 8, 2024



Richmond Place

WELCOME to Richmond Place! We, the Board of Directors for the Association, hope you enjoy your condominium Unit. Our objective is to maintain Richmond Place as a very special place to live. In order to accomplish this, we are providing the Richmond Place Rules and Regulations that specifically pertain to living here in this condominium atmosphere and that are embodied in the Declaration of Condominium Ownership.

These are common sense Rules and Regulations that take into consideration the health, safety and comfort of all occupants at Richmond Place and help to clarify expectations for living here. The Board is authorized to adopt and enforce these Rules and Regulations pursuant to Bylaws Article IV, Section 4. We hope you will find them reasonable and will cooperate by upholding them.

The Board employs Coral Management as the Association's Community Association Manager to handle the day-to-day operations of the property. The Manager's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

We ask you to refer to the Rules and Regulations when necessary. If something arises that may not be covered in the Rules and Regulations, please do not hesitate to contact the Manager. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in the Cuyahoga County Records Volume 13681, Pages 971 et seq.

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

Before moving into Richmond Place, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the Cuyahoga County Recorder or from the Manager. They are available online at richmondplacecondos.com.

Thank you,

The Board of Directors
Richmond Place Condominium Unit Owners Association

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A. INTRODUCTION

Richmond Place Condominium is located in Richmond Heights, Ohio. The condominium property uses the services of the City of Richmond Heights Police and Fire Departments. Construction of the condominium property began in 1974 and was completed in 1981. The property is comprised of 258 Units located in 36 buildings. The condominium streets are private and therefore maintained by the Association. The entrance road, Donna Drive, is a dedicated street maintained by the City of Richmond Heights. The Association also maintains a master insurance policy in accordance with the Declaration, but Unit Owners and occupants are responsible for obtaining insurance for their Units and personal property.

As a private condominium property, we are governed by our Declaration and Bylaws. We elect our Board of Directors from our Unit Owners at the Annual Meeting of the Unit Owners held each year in the month of April. There are five (5) Unit Owners who each serve without compensation for a term of two consecutive years. There are no term limitations. Board terms are staggered so as to elect three members one year and two members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among its members the following officers: President, Vice-President, Secretary, and Treasurer.

The Board manages Association affairs on behalf of our Unit Owners and make the decisions affecting our property. These decisions are made by majority vote during Board's regular meetings, generally held on the second Tuesday of most months (subject to change). Dates and times are published in the Association newsletter, the RICHMOND PLACEMAT. All Unit Owners are welcome to attend these meetings.

In between the regular Board meetings, the Association relies on the Manager to carry out the Board's decisions and to handle all communications by and between the Association's Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Manager.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association-related matters outside of Board meetings. Board Members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Manager. The only exception is that you should send a letter directly to the Board Members concerning problems that you may have with the Manager. Again, all other communications must be directed through the Manager to assure that your concerns and questions are properly addressed and answered.

B. RULES AND REGULATIONS

1. ATTIC VENTILATING FANS

- A. Only attic fans that meet specifications on file in the Management Office are permitted and all other attic fans are prohibited.
- B. Installation and maintenance of such fans are the Unit Owner's responsibility.

2. AWNINGS

Awnings, sunshades or similar items are prohibited to be installed on the exterior of any Unit.

3. BARBECUING/OUTDOOR COOKING

- A. Any type of open-flame device is prohibited to be used within ten (10) feet of any combustible structure, which includes decks and balconies.
- B. Cooking in any garage is prohibited.
- C. Grilling must not create a hazard to patio walls, decks, any building exterior or any area of the Association's property. The Association will restore any damage caused by a Unit Owner and assess the costs against their Unit.
- D. No open fires, including "fire pits," are permitted. Cooking must be done on a grill or hibachi.

4. BIRD FEEDERS

- A. Hummingbird liquid feeders and other birdseed feeders are permitted as long as they are not an obstruction for the landscape service contractor.
- B. Ground feeding of wildlife such as cats, birds, squirrels, chipmunks, raccoons, deer, etc., is prohibited. Leaving any food sitting outside your Unit is prohibited.
- C. Food on the ground around a Unit, whether placed there or fallen from feeders, attracts rodents and creates an unsightly appearance. Should you see rodents, immediately stop putting out seeds or other food anywhere.

5. CHIMNEYS

Fireplace chimneys serve a Unit exclusively and the flues inside the chimneys are the responsibility of Unit Owners. It is strongly recommended that Unit Owners have chimney caps installed to prevent birds and raccoons or any other animals from coming into the chimney and building nests there and possibly entering your living space.

6. COMMON ELEMENT RULES

- A. Activities detrimental to the preservation of our lawn and landscaping are prohibited. All bikes and tricycles, electric go-carts, scooters, any/all roller skates, cross-country skis, sleds, snow saucers, are prohibited on grassy areas.
- B. Climbing on any structure within the complex is prohibited, including trees, fences, utility boxes, mailboxes, air conditioners, heat pumps, wing walls, and lampposts.
- C. All recreational activities, including playing games, are prohibited on the streets of the Condominium Property.
- D. Any sports or games, kickball, Frisbees, scooters, small motorized vehicles like Go-Karts and Power Wheels, and any other play equipment are prohibited on the streets.
- E. A Unit Owner is prohibited to place private plantings on Common Elements without written Board approval.
 - 1) The Board, in order to review such requests, requires a plan prior to installation of proposed improvements showing the size of planting area, name of plantings, installer, materials to be used, borders, etc.
 - 2) Vegetable and fruit plants, whether in gardens or pots, must be located within the Unit's Limited Common Elements.
 - 3) The Unit Owner is solely responsible for the installation and maintenance of such plantings.
 - 4) If private plantings have been installed and the Unit is sold, the Unit Owner is obligated before title transfer to notify the buyers of their responsibility to maintain this area and get the buyer's acceptance in writing. If the buyer refuses this responsibility, the area must be returned to its original state by the Unit Owner at the Unit Owner's expense.

7. DOGS, CATS AND OTHER PETS

- A. No rabbits, livestock, fowl, birds, reptiles of any kind, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Dogs, cats and other household pets are permitted subject to these Rules. Non-household pets that are prohibited include, but, are not limited to rabbits, livestock, fowl, poultry, monkeys, pigs, frogs, snakes, lizards, or other reptiles, horses, and wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet. Only two (2) dogs per Unit. Dogs of vicious breeds, including but not limited to any dog of full or mixed pit-bull, Rottweiler or Presa Canario breeds are prohibited on the Condominium Property.

- B. Richmond Place considers housing of pets a privilege for its occupants. Therefore, in order to protect our landscaping and lawn investment, and to recognize resident sensitivity to pet ownership, it is required that ALL pets be kept within the confines of the Unit and Limited Common Elements, e.g., patios.
- 1) Pets may not be tied or allowed to run free in the Common Elements, nor are dogs, cats, or other pets allowed on the tennis courts or in the pool area.
 - 2) All pets must be on a hand-held leash no longer than six feet at all times when outside the Unit.
- C. If your pet, by accident or design, relieves itself on any of the Common Elements, the pet owner MUST clean up after it immediately and completely.
- D. Pets are prohibited from causing or creating a nuisance or detrimental effect on the Condominium Property. The Board has the right to terminate the right of any Occupant to maintain a pet on the Condominium Property if the pet is causing or creating a nuisance or detrimental effect.

Examples of nuisance behavior or behavior that constitutes a detrimental effect for purposes of this rule include, but are not limited to, the following:

- 1) Pets whose unruly behavior causes personal injury or property damage;
- 2) Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;
- 3) Pets outside the Unit who are not accompanied by and under the complete physical control of their owner and on a hand-held leash no more than six feet in length;
- 4) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
- 5) Pets that are conspicuously unclean or parasite infested.

8. ENTRY OF A UNIT

- A. The Association or its representative has the right to request entry to any Unit for maintenance of such things as the Common Elements, the roof, or building structural components, or to repair parts of the Unit that are threatening damage to other parts of the condominium property if the Unit Owner has failed to make said repairs after a reasonable opportunity.
- B. Entry would be made with as little inconvenience as possible.
- C. In case of an extreme emergency, the Unit may have to be entered without notice.

9. EXTERIOR SURFACES OF BUILDINGS

Affixing anything on an exterior surface of any Unit without prior, written permission of the Board of Directors is prohibited.

10. FENCES

- A. A fence may be installed at the rear of a Unit Owner's patio area provided it is constructed according to specifications approved by the Board.
 - 1) These specifications spell out construction practices, design, and color and are available from the Manager.
 - 2) Installation, maintenance, and periodic painting of the fence at times specified by the Board are the Unit Owner's responsibility.

11. FRONT ENTRANCE DOORS

- A. Front doors may be replaced by Unit Owners with upgraded doors, which may have glass lites, but only after written Board approval. The following Rules apply:
 - 1) The cost for the materials, labor, and upkeep, including painting if necessary, are the Unit Owner's responsibility.
 - 2) If the door comes primed or unfinished, it is the Unit Owner's responsibility to paint the outside of the door and any framing with Sherwin Williams "Condo Brown."
 - 3) If the door is anything other than a plain slab, any upkeep painting will be the responsibility of the Unit Owner.
 - 4) Upon the sale of the Unit, it is the seller's responsibility to communicate this upkeep situation to the buyer(s) and obtain their written acceptance.
 - 5) If the door comes factory finished, the Board reserves the right to approve the color that matches "Condo Brown" most closely. The Unit Owner must submit samples to the Board for its review in this case.

12. GARAGES

- A. Garages must be used as the primary parking space(s) for your car(s) and owners are prohibited from parking a vehicle elsewhere on the condominium property.
- B. Any storage in the garage which interferes with parking of those cars is prohibited.
- C. A two-car garage must be clear to park two cars belonging to occupants; a one-car garage must be clear to park one car.
- D. Garage Maintenance and Repair is responsibility of unit owner.

13. GARAGE SALES

Garage sales, moving sales, and estate sales are prohibited at Richmond Place Condominium.

14. INSURANCE

It is very important that all Unit Owners obtain casualty insurance covering their own Unit not covered under the master Association policy. Your policy must indicate that it is "condominium" type coverage, being a **HO-6**. The Board of Directors highly recommends that your insurance agent check with the Association's insurance agent so there is no confusion as to coverage. Let the professionals determine your personal needs.

15. LAUNDRY

Items of clothing, towels, rugs, and other fabrics are prohibited to be hung outside of any Unit, off walls, balconies, or within the confines of the Unit Owner's patio, sundeck or balcony.

16. LIMITED COMMON ELEMENTS

- A. Unit Owners are prohibited from leaving personal (furniture/bulk) property on the Limited Common Elements (patios, driveways, front walks, sundecks, and balconies) after sunset. Items such as décor and flower pots must be secure for all type of weather events; and must coincide with current season.
- B. Hot tubs, Jacuzzi, basketball hoops, animal shelters, tool and miscellaneous storage or related facilities are prohibited.
- C. Any installation of wooden decks over patio areas are prohibited without the prior, written approval of the Board.

17. MAINTENANCE

- A. The Association through the application of your assessments is, in general, responsible for the reasonable maintenance, repair or replacement of the following:
 - 1) Landscaping and gardening in Common Elements; general repair or replacement work in Common Elements; planting and pruning trees and shrubs in Common Elements.
 - 2) Pavement in Common Elements (all streets within Richmond Place); reasonable snow removal from streets, driveways and walks; maintenance and repair of streets, driveways and walks; operation of our private streetlights; and placement of street or other signs. The Association cannot possibly eliminate all slippery conditions on the Condominium Property. When temperatures are near or below freezing, Unit Owners must exercise additional caution and expect ice and slippery conditions to exist. Unit Owners are responsible for warning all Occupants and guests of the slippery conditions.

- 3) External surfaces of the buildings which might require painting, caulking, gutter repair, cleaning and siding repair; tuck pointing and maintenance of the masonry wing walls; maintenance of the building roofs and sun decks. (See the section on SUNDECKS for limit on responsibility.)
- 4) Maintenance and operation of the pool, tennis courts, play area, and clubhouse.
- 5) Water and sewer charges for the Common Elements.
- 6) Insurance for the Common Element portions of the buildings, recreational areas, clubhouse, and Common Elements.

B. The Unit Owner is, in general, responsible for:

- 1) Maintenance and insurance for the interior of the Unit (including garages) and its contents. This includes all interior walls, doors, floors, and ceilings, all air conditioners, heat pumps, furnaces, ducts, plumbing, wires, outlets, switches, and faucets, etc., located within the bounds of a Unit which serve the individual Unit exclusively.
- 2) Exterior water faucets, electrical outlets, and light bulbs for exterior light fixtures.
- 3) All glass and screens in perimeter doors and windows; and garage doors, door openers and remote controls, springs and related hardware. Unit Owners must keep your windows, doors, and screens in good repair, meaning free from breakage, rips, tears, broken components, and discoloration. Fogged windows and torn screens must be replaced. Window and door replacements must be consistent with the architectural standards of the Association. Before installing any such replacements, contact the Management Office for guidelines.
- 4) Gas, water, and sewer pipes, and telephone, cable TV, and electric utility lines which serve the individual Unit exclusively.
- 5) Flue cleaning and inspection of the chimney, based on the number of fires burned, should be performed regularly at Unit Owner's expense to ensure its safety.
- 6) Planting areas along the front walks and landscaping within the patio area must be kept weed-free, pruned, and trimmed away from siding and roof surfaces. Patio surfaces and steps are the Unit Owner's responsibility.
- 7) Maintenance, painting, and repair of any wood fence at the edge of a patio must be done by the Unit Owner as specified by the Association.
- 8) Reasonable maintenance, repair, and replacement, and care in the protection and use of the sundeck above the garage, if any. (See section on SUNDECKS.)

C. VACANT UNIT & WINTERIZATION POLICY

To avoid the freezing of plumbing lines or fixtures, Unit Owners must continuously maintain in their Unit at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the Unit experiences a loss of heat, the Unit Owner is responsible to immediately report the problem to a Board member. If a Unit will be vacant for more than 72 consecutive hours, the Unit Owner must:

- Make sure all windows are shut and locked;
- Open all cabinet doors where water lines and drains are located;
- Arrange for a responsible person to check on the Unit to verify that the heat is on and that there are no leaks or other concerns.

18. COLLECTION POLICY

Richmond Place Condominium Unit Owners' Association COLLECTION POLICY

1. All assessments are due on the 1st day of the month and are considered late if not received by the bank on the 10th day of the month (“the late date”).
2. Payments must be made to the Association via the method approved by the Board of Directors.
3. After the late date, an administrative late charge of \$10 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
4. The Association will apply any payments in the following order:
 - A. Interest owed to the Association,
 - B. Administrative late fees owed to the Association,
 - C. Collection costs, attorney’s fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
5. Payments marked with notations contradicting the above order of application, as referenced in number four above, or disputing the amount owed, will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded.
6. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney’s fees, recording costs, title reports, and court costs, will be charged back to the account.
7. While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless, through a formalized payment plan or Receiver.
8. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
9. If an account is more than 30 days past due, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

10. If an account is more than 30 days past due and the Association becomes aware that the unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the Common Elements with all costs charge back to the account.

19. NO SOLICITING

Richmond Place has a "no soliciting or distributing" policy. This means that occupants should not be disturbed by people selling items, looking for donations, or advocating religion or personal or political causes. If you are contacted by such persons, please remind them of our policy and ask them to discontinue their efforts. Both entrances of the Condominium Property are posted. Soliciting on Condominium Property is prohibited.

20. PARKING

- A. All streets in Richmond Place have been designated Fire Lanes by the Richmond Heights Fire Chief and are so marked.
 - 1) They must be clear at all times.
 - 2) The police will ticket a vehicle if parked in the street.

- B. The Common Element parking areas are designated for guests only and occupants are prohibited from parking in these areas.
 - 1) Occupants must park in their garage spaces first before using the driveway spaces.
 - 2) If the number of cars belonging to occupants in the same Unit exceed all these spaces, they may use the common parking areas after obtaining written Board approval. (Also see section on Garages.)
 - 3) Violations of these Rules can result in the towing of cars.
 - 4) Occupants in Phase I who do not have full driveways can park their second vehicle in the guest parking spaces.

- C. Only passenger-type vehicles can be parked in the Unit Owner's driveway or Common Elements. All other types of vehicles must be parked inside the garage. The following types of vehicles are expressly prohibited anywhere on condominium property outside a garage:
 - 1) Any vehicle not having current year license plates.
 - 2) Any vehicle incapable of being moved under its own power.
 - 3) Any type of truck with more than ¾ ton capacity or dual rear wheels.
 - 4) Any type of recreational vehicle or recreational trailer.
 - 5) Any type of towed trailer or other towed apparatus.
 - 6) Any type of tractor or tractor/trailer.
 - 7) Any vehicle commercially licensed or labeled.
 - 8) Any vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission.

21. PARKING TO FACILITATE SNOW REMOVAL

Our snow removal contract calls for the common parking areas to be reasonably cleared of snow that exceeds 2". Therefore, all vehicles parked in Common Elements parking areas must be removed by 9:00 a.m. on any day when snow exceeds 2 inches or is projected to exceed 2 inches. Violation of the above may result in the vehicles being towed if they hamper snow removal efforts.

When snow exceeds or is expected to exceed 2" as reported by the National Weather Service, no vehicles may be parked in the following areas: the north end of Dade Lane, the east and west ends of the common street areas at Donna Drive addresses, the east end of Whitfield Lane, and the east end of Habersham Lanes, North and South. These are areas where the contractor must push heavy snow into piles.

22. PARTY ROOM

The party room in the clubhouse is an excellent facility for occupants to entertain and have special gatherings and other personal events. It is well equipped with a full kitchen and appliances, a gas log fireplace, comfortable furniture, and tables and chairs for dining. Unit Owners may rent the room subject to the following Rules:

- A. Occupancy (per the Richmond Heights Fire Marshall) is limited to 60 maximum (no tables) or 32 maximum (seated at tables).
- B. The entire clubhouse is a smoke-free and vapor-free building.
- C. It may be reserved (provided all maintenance fees and other Association financial obligations are current) by contacting the Party Room Reservation Chairperson and signing a Richmond Place Clubhouse Rental Contract.
- D. The rental fee must be paid by check or money order and the contract signed in order to reserve the room for the date requested. (A \$5.00 fee will be charged for cancellations.)
- E. A security deposit check is required when the key is picked up.
- F. The security deposit will be refunded when an inspection of the room by the Party Room Chairperson and Cleaning Services is complete, all keys have been returned and no damage or violations of the contract have occurred.
- G. No "open events" or commercial activities are allowed, and the pool and patio area cannot be used in conjunction with the clubhouse rental.
- H. Activities must be confined inside the party room.
- I. Guests should be given directions beforehand, since directional signs must not be posted.
- J. A copy of the contract with the rental rules and regulations is available from the Party Room Chairperson.

23. POLICE

(216) 486-1234, OR 911 FOR EMERGENCIES

Richmond Place Condominium Association has a very good rapport with the Richmond Heights Police Department. The Department has been very cooperative in patrolling our community and responding to requests for aid. If anything suspicious is occurring in your area, please contact the police immediately and have them check it out. Complaints about noise, parking in fire lanes, barking dogs, or pets not on a leash should be reported to the police first. Usually, they can take care of the problem immediately. If the problem persists, notify the Management Office in writing.

24. PROHIBITED ACTIVITIES

- A. No industry, business, trade, occupation or profession which brings clients or customers to the Condominium Property is allowed.
- B. Deliveries of goods for sale are prohibited, and merchandise shall not be stored in Units. Commercial deliveries are prohibited to be made to the property.
- C. Garage sales, moving sales, and estate sales are prohibited.

25. RECREATIONAL AREAS

- A. The use of any recreational facility is limited to Richmond Place occupants and their guests.
 - 1) Guests must be accompanied by an occupant at recreational facilities except when guests are issued a temporary pass for such use.
 - 2) All occupants must have and be prepared to show their Richmond Place identification card when requested.
 - 3) Using the recreational areas is prohibited between sunset and sunrise.
- B. SAUNAS
 - 1) The key may be signed out from the lifeguard when the pool is open. For other times contact the Sauna Chairperson to obtain the key.
 - 2) Use of the saunas is limited to persons over 16 years of age.
 - 3) An occupant's or guest's misuse of this facility will result in further access being denied to them, and costs to clean or repair will be assessed to them.
- C. SWIMMING POOL
 - 1) No swimming without a lifeguard on duty. Absolutely **NO DIVING!**
 - 2) Swimwear that is designed and sold as swimwear is required - no cutoffs.
 - 3) Smoking and vaping inside the pool area fence is prohibited.
 - 4) Glass is prohibited within pool area. Drinks in plastic containers or cans are permitted. A trashcan is provided for refuse - leaving trash, waste, recycling or personal property in the pool area is prohibited.
 - 5) Running is prohibited in the pool area.
 - 6) Service animals are permitted in the pool area (eg. pool deck only). Pets are prohibited.

- 7) Obscenities and profanity are forbidden.
- 8) Do not distract the lifeguard while he or she is on duty.
- 9) Use of floats or rafts is only by permission of the lifeguard.
- 10) Any child who cannot swim is not permitted in the pool without an adult in the water with the child. Close supervision is required.
- 11) Any incontinent person must be diapered or protected appropriately when in the pool.
- 12) The pool may not be reserved for the exclusive use of any occupant.
- 13) Lifeguards are authorized to suspend anyone for violation of the Rules or misconduct. This suspension will remain for the balance of that day and the next. The Board may take further action. For example, people who consistently break the Rules and do not obey the lifeguards may be expelled and not allowed to return.
- 14) Lounges, chairs and tables may not be reserved. They are available on a first come basis. Feel free to bring extra chairs if needed for you and your guests.
- 15) Guests must be accompanied by an occupant at all times when in the pool area. Up to 4 guests per each unit are permitted at one time.
- 16) The pool cannot be used in conjunction with a party being given at the Party Room.

D. TENNIS COURTS

- 1) Courts are for the exclusive use of playing tennis or pickle ball, and for no other recreational activities.
- 2) Courts are open seven days a week, from daybreak to dusk.
- 3) Access is by combination lock - 0481. Please lock up when leaving the courts.
- 4) No animals or pets are allowed on the courts.
- 5) Tennis shoes must be worn at all times, and tennis attire is requested, and shirts must be worn at all times.
- 6) Glass and food is prohibited in the court area. Drinks in plastic containers or cans are permitted. A trashcan is provided for refuse - please use it. Leaving trash, waste, recycling, or personal property in the tennis courts is prohibited.
- 7) If demand warrants, a sign-up sheet to register for playing time will be at the gate. Reservation of court time will be no more than 24 hours in advance. Playing time will be limited to one hour for singles, one and one-half hours for doubles beginning on the hour. Reserved court time will be forfeited if players are more than 15 minutes late.

26. RECYCLING

- A. Recycle the following for city pickup on your regular trash day.
- 1) Plastic containers (pop, milk, detergent, etc.) - remove labels if possible, rinse and flatten.
 - 2) Glass (any color glass bottles, jars, etc.) - remove labels if possible, and rinse.

- 3) Cans (any aluminum or bi-metal or steel cans) - remove labels if possible, rinse and flatten.
- 4) Magazines and newspapers (ads included) may be recycled. They should not be tied, but stacked neatly in brown paper bags (not plastic). Senior Citizens wishing to recycle their newspapers and magazines may have them picked up at their home on the 3rd Friday of each month by calling City Hall at 216-486-2474 to arrange the pickup.

27. RENTAL OF A CONDOMINIUM UNIT

- A. "For Rent/Lease" signs are prohibited.
- B. Leasing or subleasing a Unit for transient or hotel purposes, as defined as periods of less than thirty (30) days, or providing hotel, laundry and similar services, or roomers/boarders, is prohibited. Advertising a Unit for lease for less than 30 days is prohibited.
- C. The Unit Owner must provide the Management Office with the following information before the tenant takes up residence:
 - 1) Copy of lease;
 - 2) Full name of tenant(s);
 - 3) Names of all occupants of the Unit;
 - 4) Home and business telephone numbers of tenant(s).
- D. The Unit Owner is responsible for making the tenant aware of the Rules.
- E. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
- F. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules and Regulations.

28. RUBBISH

- A. Rubbish is picked up on Monday. In case of a Monday holiday, the rubbish will be collected on Tuesday.
 - 1) Rubbish is prohibited outside the Unit except when located in a sealed bag within a closed and sealed container and put out after 7:00 p.m. on the day before collection day, until 10 p.m. the day of trash pickup.
- B. Prohibited from regular pickup are: Building materials, automotive parts, dead animals, or hazardous waste.
- C. Tree/yard debris, pipe or gutters, not to exceed 4' in length, should be bundled and tied (maximum weight 25 lbs.) Carpeting, cut into 3' or 4' lengths, must be rolled, bundled, and tied (maximum weight 50 lbs.) If this procedure is not followed, haulers will not pick up the carpeting. Upholstered items must be fully covered in plastic.

- D. White Goods (large Freon-free appliances) will be picked up separately. Large Freon-bearing appliances (freezers (doors must be off) and refrigerators (doors must be off), air conditioners, heat pumps, and dehumidifiers) will be picked up separately. Call City Hall, (216) 731-7014, to schedule pickup.
- E. Dry latex (water-based) paint cans only, with the lids removed, can be put out for pickup. If there is any excess paint in the can, pour it into a heavy plastic bag containing enough kitty litter to absorb all moisture, tie securely, and put out with your rubbish. Oil-based paint will not be picked up curbside (see below).
- F. Trash must be placed on the driveway, not the grass.
- G. Do not dump any kind of trash on the west side of Donna Drive. This is private property, and any cleanup will be at the offending occupant's expense.

Richmond Heights schedules a few "roundups" from April through October. These roundups are for residents to dispose of oil-based paint cans, scrap tires, and computers. Call the service department at 216-383-6311 for dates.

29. SALE OF A CONDOMINIUM UNIT

- A. At the time of listing, the Unit Owner should notify the Management Office of the intent to sell and the listed price.
- B. "For Sale" signs are prohibited.
- C. "Open House" signs are allowed during the time of the open house.
- D. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Office to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
- E. At the same time as above, the Unit Owner must provide the following:
 - 1) Names of all occupants;
 - 2) Home and business mailing addresses;
 - 3) Home and business telephone numbers;
 - 4) Name, business address and telephone number of any person who manages the Unit on behalf of the Owner;
 - 5) Sales price; and
 - 6) Mortgagee.

Any change in the information required in 1 through 6 above must be provided to the Management Office within 30 days of the change.

- F. The Management Office will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents.
- G. The seller is responsible for providing the following information to the buyer:
 - 1) Copy of the Declaration and Bylaws, and any amendments;
 - 2) Copy of the Rules and Regulations;
 - 3) Unit access door key(s), mailbox key(s), and garage door key(s) if any;
 - 4) Garage door opener control(s)

30. SEASONAL DECORATIONS

Holiday lighting is welcome between Thanksgiving and January 15. Light fasteners and strings must be taken down by January 15. All light strings must be rated for outdoor use and have the UL seal. Care must be taken in stringing the lights. Hangers used should clip onto gutters, walls, or railings, and be designed for use in conjunction with light strings. All decorations must be mounted in such a way that no holes are made in the wood trim or siding by drilling, hammering, or by the use of mechanical fasteners.

31. SECURITY SYSTEMS

Any occupant wishing to install a security system must register for an alarm permit with the Richmond Heights Police Department (216-486-1234). The alarm system must be confined to the interior of the Unit. Both the installation and maintenance of such a system is wholly the Unit Owner's responsibility. Signage of security systems may be posted only within the Unit's Limited Common Elements and is limited to one sign.

32. SERVICE REQUESTS AND COMPLAINTS

All service requests and complaints must be made in writing to the Management Office. In an emergency situation, telephone the Management Office and then follow up with your request/complaint in writing. Forms are available online at the management company website. (See the Complaint Procedure and Enforcement Procedures pages at the end of this booklet.)

33. SIGNS

All signs are prohibited from being displayed in Richmond Place. This includes "For Sale" and "For Rent/Lease." "Open House" signs are allowed only during the time of the actual open house.

34. STORM DOORS

Only darkish brown storm/screen doors are permitted to be installed on the front doors. Storm doors on the interior doors leading from the Unit to the garage can be any color. Maintenance and repairs of any storm doors are the Unit Owner's responsibility.

35. SUNDECKS

The surface of the sundecks is such that it is not designed for foot traffic or for supporting furniture. Use of the unprotected deck surface can result in leaks and damage to the roof. Sundeck problems are costly to the Association. For this reason, it is highly recommended that occupants do not use these decks.

If the deck is used, our consulting engineer recommends that it should be covered with loosely laid indoor/outdoor carpet or Astroturf (not tacked, nailed or glued down). Furniture legs or any other object placed on the deck should be set on a 1/2-inch thick walkway material or pieces of "wolmanized" or similar treated wood large enough to preclude the possibility of the legs slipping off accidentally. Large sections of heavy-duty walkway material should be used when a table with chairs is used because of the obvious movement of the chairs.

Once a sundeck is repaired and does not leak, further repair of the deck will become the responsibility of the Unit Owner if these precautions are not followed.

36. TV ANTENNAS, CABLE TV AND SATELLITE DISHES

- A. No antennas may be fastened to the roof, exterior building walls, masonry walls, sundecks, or balconies of the Unit.
- B. Cable TV cables must enter the Unit within two feet (2') of the other utilities' entry point, must be within the confines of the condominium Unit, and must not be run outside the building or on outside walls.
- C. BEFORE installing a satellite dish, a Unit Owner must request permission from Board of Directors. An Architectural Review Request form is required and must be submitted to management.
- D. The Unit Owner must also obtain a permit from the City of Richmond Heights and provide a copy to management prior to installation but after request is approved.
- E. Installations not properly done must be corrected, and any damage to the exterior of the building and walls must be repaired, all at the Unit Owner's expense. There is no "grandfathering" regarding satellite dish or cable installations. Any existing faulty installation must be brought into compliance with the Rules and specifications, and the required permits plus notification to the management must be completed.

37. WATERING THE GRASS

Every Unit Owner is responsible for watering any grass and plantings around their Unit not reached by automatic sprinklers.

38. ANTI-HARASSMENT POLICY

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

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

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

39. CONTRACTOR COMMUNICATION POLICY

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

C. PROCEDURES

COMPLAINT PROCEDURE

- A. Complaints against anyone violating the Rules must be submitted to the Management Company in writing and must contain the date, signature, address, and telephone number of the individual filing the complaint. Anonymous complaints do not provide adequate evidence to proceed with enforcement action.
- B. The Management Company will, in most instances, contact the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
- C. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

ENFORCEMENT POLICY

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("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 attorneys' fees, will be assessed to the account of the responsible Unit Owner.
- B. The Unit Owner is responsible for any violation of the Governing Documents by the Unit Owner, or the guests, or the occupants, including tenants, of the Unit Owner's home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible Unit Owner's account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the Common Elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate 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 Unit Owner specifying:
 - a. A description of the property damage or violation; and
 - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 - c. A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
 - d. If 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 Unit Owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Unit Owner 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 Unit Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the Unit Owner will be sent written notice of the Board's decision.
 - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
 3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

Richmond Place Condominium Owner Association.
Richmond Heights

Architectural Review Request Form

Please furnish the following information and return the completed request form to:

The Coral Company
4401 Rockside Road, suite #390 or LMM@thecoralcompany.com
Independence, Ohio 44131

Name: _____

Address: _____

Phone: _____ Email: _____

Where applicable, applications should reference and/or indicate the following:

1. Site plans showing location, dimensions and orientation with respect to property lines
2. Material description/samples if available
3. Architectural drawings
4. Landscape plans
5. Color (requested)
6. Photographs and/or product brochures
7. Permits or other approval from local municipality, as required
8. Vendor/Contractor COI (Certificate of Insurance)

Describe in detail the proposed exterior modifications, location of modification and construction materials required. Attach supportive documentation as described above.

Estimated Start Date: _____ Estimated Completion Date: _____

To accommodate the proposed request, will modifications in the basic utility services or existing structure be required?

	YES	NO		YES	NO
Electric.	<input type="checkbox"/>	<input type="checkbox"/>	Gas.	<input type="checkbox"/>	<input type="checkbox"/>
Water/Sewer.	<input type="checkbox"/>	<input type="checkbox"/>	Telephone.	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV.	<input type="checkbox"/>	<input type="checkbox"/>	Roof.	<input type="checkbox"/>	<input type="checkbox"/>
Siding.	<input type="checkbox"/>	<input type="checkbox"/>	Patio (concrete).	<input type="checkbox"/>	<input type="checkbox"/>
Sidewalk.	<input type="checkbox"/>	<input type="checkbox"/>	Patio fence	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to any of the above questions, please explain in detail:

If utilizing a vendor to perform the external modifications:

Company/Vendor Name: _____

Company Address: _____

Company/Vendor Contact Number: _____

Permit Required? Yes _____ No _____

I understand and agree that no construction or external alteration shall commence until I have received written approval from the Board of Trustees. If alterations are made prior to notification of decision, I may be required to return the property to its former condition at my own expense and I may also be responsible for incurred legal expenses.

Furthermore, I am aware that I should have written Board of Trustee approval before applying for City permits and that even if permits are obtained from the City of Richmond Heights prior to receiving approval from the Board of Trustees, the Board has the right to require alterations as deemed necessary to support the architectural design. A copy of permits should be provided to the management company.

Approval is subject to the following restrictions:

1. To avoid possible future misunderstanding, we must inform home owners that any additions or changes constructed by the homeowner must be maintained by the homeowner and/or subsequent purchaser of the residence.
2. It is the responsibility of the seller to disclose to the new owner any and all architectural changes or improvements that are the responsibility of the owner to repair or maintain.
3. In the event damage occurs as a result of the construction of the addition to any common element of the Association property or adjacent sub-lots, repairs must be made immediately at your expense and to the satisfaction of the Board of Trustees or affected neighboring homeowners.

4. If, for any reason, it would become necessary to remove the addition in order to facilitate a common element repair designated as the responsibility of the Association to maintain, the cost to remove and reinstall the addition would be charged back to the owner.
5. All construction must meet current building codes.
6. The Association will not be responsible for warranty issues caused by or related to the additions including, but not limited to, roof repair, grading, landscaping, etc.
7. The Association and its managing agent will not be held responsible for any injuries or damages occurring during the construction of the addition. This project is at the risk of the owner.
8. Property adjacent/next/connected to the home must not be impacted by the addition.
9. Only the architectural colors approved by the Association may be used.
10. Resident must abide by all current rules, regulations and policies set by the Board of Trustees.

Architectural Approval Agreement

The undersigned has read, understands and agrees to follow the conditions of approval as outlined above. The undersigned also understands that approval has not been fully executed until the Association Copy of this letter is signed and returned to The Coral Company. The undersigned understands the rules concerning the proposed improvement. The improvement in no way encroaches on a neighbor's property or common ground and agrees to abide by the rules established by the Association and will be solely liable for any upkeep required by the addition of this improvement. The homeowner agrees to obtain all licenses and/or building permits and to meet all legal requirements for building codes.

Signature

Date

Internal Use Only

Board Decision: APPROVED DENIED

OTHER: _____

Date: _____