



One Bratenahl Place Owners & Residents Handbook

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I Phone Directory

Medical Emergency 911
Fire Emergency 911
Police Emergency 911
Security 216 -541-6081

Restaurant & Bar 216 - 541-3900
Bratenahl City Hall 216-681-4266
Bratenahl Police Dept 216-681-1234
Cleveland Fire Dept 216-621-1212
Gatehouse 216-541-6081
Maintenance Dept 216 -451-1191
Management Office 216 -541-4040
Resident Services Desk 216 -541-4040
Resident Services Fax 216 -541-6431
Beauty Salon 216-451-1444
Massage Studio 440-915-9579
Skin Care Institute 216-451-1100

II Introduction

One Bratenahl Place, situated on the shores of Lake Erie on eighteen carefully landscaped and groomed acres, is more than a condominium -- it is a lifestyle. This lifestyle is supported by services and amenities unmatched by any community in the Cleveland area.

To help preserve this lifestyle, we have prepared this Handbook as a guide to living at One Bratenahl Place, presenting the policies and procedures that help maintain our community. This Handbook has been prepared as a guide to the lifestyle at One Bratenahl Place, presenting the policies and procedures that help to maintain the OBP community. It is not meant to replace or supersede the Declaration and ByLaws. Accordingly, if there should be an inadvertent conflict, the Declaration and/or Bylaws will govern.

It is our sincere hope that this Handbook is helpful to all of our Owners and Residents. As always, the Management Office will be happy to provide more detailed information and answers to any questions you may have.

The descriptions and regulations which comprise this Handbook have been adopted by the Board of Managers and are subject to updates and modifications from time to time.

III

History

During the 1800's, the trek to Bratenahl Village required a half-day journey from the city and eastern suburbs by horse and buggy. Upon arrival, families would erect huge tents with carpets to enjoy the natural beauty of the lakefront. By the late 1800's, the inter-urban trolley system made access to the Village much easier. The "summer tents" gave way to summer cottages—many of considerable magnitude.

By the turn of the century, a number of prominent Cleveland families began building year-round estates designed by famous architects. After the depression, Bratenahl residency changed. Former guest cottages, converted stables, and converted carriage houses became popular with young families.

Beginning in the 1960's and continuing throughout the 1990's, the Village saw the birth of even more home styles, including high-rise, townhouse and cluster developments. Today, Village residents are as diverse in backgrounds, interest and professions as the homes in which they live.

IV

Community & Village Information

Bratenahl Village is a unique residential municipality with a small town feel. The special appeal of our small Village, located less than ten minutes from Downtown Cleveland and University Circle, affords residents the best of two worlds, quiet village living while being close to all the quality venues the City of Cleveland, and its surrounding suburbs, have to offer.

Bratenahl has an elected Mayor and Council as its governing body. It also has its own police force, and contracts for fire protection service from the City of Cleveland. While Cleveland provides public schooling, a diverse range of private schools are also nearby.

The Village is exclusively residential, with many shopping opportunities available in nearby communities.

Numerous volunteer and service organizations are active in the Village. Village Hall, as well as the Community Center, are the headquarters for these activities. The Village newspaper, *The Lamplighter*, publishes community news, special events and meeting notices for Village activities.

The Village also sponsors celebrations such as the Memorial Day Parade and the Fourth of July Festival. You can find more information on these events in the *Lamplighter*, and *The Plain Dealer*.

V

What is a Condominium?

A condominium is not a tangible item, but a form of collective ownership. All of the residential suite owners own a share of the property, and common areas, associated with *One Bratenahl Place*.

The governing documents for *One Bratenahl Place* give definitions for three areas of the property—the unit, common areas, and limited common areas. The unit is your home. Limited common areas are common areas adjacent to your home such as balconies, which are restricted for your exclusive use. The common areas include all other property or space outside of the units such as roofs, lawns, parking areas, sidewalks, etc. For more specific definitions of these areas, please consult Articles VI, VII and VIII of the Association’s Declaration of Condominium Ownership.

The Board of Managers, which is elected by Unit Owners, manages the Association. Board Members receive no compensation for their service. They hold meetings which may be closed or open to the Owners, establish, and implement policies, and give direction to the Building Manager. At open meetings or forums, there is always a discussion period for all owners to voice their questions and concerns. For this reason, we strongly encourage all owners to attend open meetings and forums.

The Board is authorized to provide for such standing or special committees as it deems appropriate, either on a permanent or an ad hoc basis. These committees include, but are not limited to:

- House and Grounds Committee
- Finance Committee
- Joint Task Force Committee
- Long Range Planning
- Social Committee
- Garden Committee

VI

PROPERTY DESCRIPTION

Condominium living at its finest is offered in our 17-story building on 18 acres, located on the grounds of the former Lakeshore Country Club in Bratenahl, Ohio less than ten minutes from Downtown Cleveland and University Circle, at the northwest corner of Lakeshore Boulevard and Eddy Road. The building consists of one hundred and seventy-eight suites with three additional suites owned by the Association, and used as Guest Rooms. The suites include sixteen, one-bedroom suites of 1,224 square feet; sixty, two-bedroom suites of 1,597 square feet; thirty, two-bedroom suites of 1,669 square feet; twenty-eight, two-bedroom suites of 1,762 square feet; sixteen, three-bedroom suites 2,300 square feet; and thirty, three-bedroom suites of 2,343 square feet.

BUILDING FEATURES INCLUDE:

- Resident Services Desk
- Two-story lobby
- Penthouse
- Garden Court
- Restaurant and Bar
- ATM Machine
- Two Laundry Rooms
- Fitness Center
- 24/7 Security
- Pet friendly
- Beauty Salon
- Facial Salon
- Massage Therapist
- Four automatic elevators
- Refuse chutes on each floor
- Fire alarm system
- Storage locker
- Ice machine

SUITE FEATURES INCLUDE:

Large balcony for each suite

Heated underground parking

Separate storage lockers for each suite

Home-size living room

Large foyers

In-suite washer and dryers are permitted.

Central hot water

Central heating and air conditioning with in-suite controls

8' – 10' ceilings

Basic cable service (two outlets minimum)

Circuit breakers

Smoke detectors

VII

Staff Profile

Management Staff

The Building Manager directs the daily activities of One Bratenahl Place. The Building Manager implements Board policy; meets the requirements of the Declaration and By-Laws, directs building staff, monitors and reviews financial statements, and acts as general manager for the facility.

The Office Administrator serves in a support role for all management functions. In addition, the Office Administrator handles questions and concerns of residents regarding building regulations and amenities.

The Management Office is open Monday through Thursday from 8 a.m. to 4:30 p.m. and Friday from 8 a.m. to 4:00 p.m.

Maintenance Staff

The maintenance of One Bratenahl Place is directed and carried out by building staff members. This staff consists of Maintenance Technicians, Porters, and Housekeepers. The Maintenance Staff also works closely with contractors and service providers retained by the Association to perform specialized tasks. The Maintenance Staff's schedule is staggered, with coverage in place Monday through Friday. Call-in service for emergencies is also maintained.

Security Staff

The Security Staff is on duty twenty-four hours a day, seven days a week, including holidays. The Security Staff greets and announces guests and visitors. When you are expecting a guest, a delivery, or a service person, please call the gatehouse and give them the guest or company's name, and the expected time of arrival.

In addition, the Security Staff performs regular patrols throughout the property, assists public safety officials for emergency calls, and assists residents in all facets of security issues.

Resident Services Desk

The Resident Services Desk, located in the main lobby, is the central information point for One Bratenahl Place. Services are available from 8:00 AM to 10:00 PM Monday – Friday, 10:00 AM to 10:00 PM Saturday, 12:00 PM to 5:00 PM Sunday. The Services Desk is closed on holidays.

The Resident Services Desk coordinates the following amenities:

- Bulk mail and package receiving; holding mail while resident is away.
- UPS and FedEx receiving and scheduling
- Fax and copying service
- Postage stamp sales
- Coordinates pickup and delivery of private drycleaners
- Car Wash scheduling
- Records requests for maintenance service
- Window washing scheduling
- Concierge desk services
- Take reservations for guest suites, Penthouse and Garden Court rentals
- Schedule large delivers, move-ins and move outs
- Posts information pertinent to the Owners and Residents
- Address Owner and Resident requests

VIII

In-Suite Services

Maintenance

One Bratenahl Place is fortunate to have a very skilled maintenance staff. Staff services are available to residents at an additional charge and will be billed to you on your monthly invoice.

If you would like work performed in your suite, a Work Order Form should be completed at the Resident Services Desk.

A maintenance employee will be assigned the request and work will begin as soon as time allows. Work is done during regular working hours.

Each work request will carry a minimum one-half hour charge and will be billed at the approved rate in effect at that time. The rates may vary depending upon the level of work needed.

If you have an emergency repair evenings or weekends, when maintenance is not scheduled to be on site, it is possible to have the on-call staff member come in. This call-in service carries with it a four hour minimum billing at overtime rates. It is suggested that unless it is a true emergency, that you call the Residence Services Desk, or the Gatehouse, to notify Maintenance when they arrive back to work of the problem to be addressed.

Please contact the Security staff (541-6081) to assist you if you desire to use the 'call-in' service.

Please note that in-house maintenance personnel do not do appliance repairs.

In Suite Housekeeping

One Bratenahl Place offers in-home cleaning service on an "as available" basis, depending upon the availability of sufficient personnel. If you would like to use this service, please notify the Resident Services Desk and you will be advised as to the availability and the charges involved. All work will be performed during regular working hours and the charge will be billed to you on your monthly invoice.

Porter Service

Our porters are on staff to help assist in keeping the building clean and maintained. They are also available if you need assistance moving a large or heavy item in, to, or from your suite.

IX

Amenities

- **Guest Suites***

Three guest suites are available for your convenience.

- **Fitness Center**

A well-equipped fitness facility is located at the south end of the lobby floor.

Prior to using the exercise facility, residents are required to schedule a session with a trainer to familiarize them with the equipment. Once the indoctrination is completed, a key to the room will be issued which provides 24/7 access.

A one-time fee is charged for the initial session and the key to the Fitness Center.

Please inquire at the Management Office to schedule a training session.

- **Pool**

The outdoor pool is located on the northwest corner of the property near Building Two. The pool is open during the summer season, there is no life guard on duty during open swim times. Specific pool rules are distributed at the opening of each swimming season.

- **Tennis Courts**

The Association has two Har-Tru courts that are available for play as weather permits. Court times can be scheduled through the Resident Services Desk. Specific tennis court rules are issued each tennis season.

- **Lakeside Wooded Picnic area**

The picnic grounds are comprised of approximately 4 acres overlooking Lake Erie. Picnic tables and grills should be reserved through the Building Two Management Office (216-451-4424). Rules for the use of the picnic

area are issued each season.

- **Massage Therapy Studio***

A licensed massage therapist is located on the lobby floor. An individual entrepreneur operates the studio under a lease agreement. Appointments should be scheduled directly with the therapist.

- **Facial Salon (Skin Therapist)***

An independent facial salon is located on the south lobby floor and is operated under a lease agreement by an individual entrepreneur. Appointments should be scheduled directly with the salon operator.

- **Bratenahl Place Salon***

The Bratenahl Place Salon, a full service beauty salon, is located on the lobby level just south of the Reception Desk. The Salon is open Tuesday through Saturday and by special appointment. Call 216-541-1444.

- **Car Wash***

The wash bay located in the south middle section of the garage is available for use by all Unit Owners and residents. In addition, the building offers a car washing service, which can be scheduled at the Resident Services Desk. Charges will be billed on your monthly statement.

- **Restaurant and Bar***

The Bar and Lounge are open Monday - Saturday from 4:00pm – 12:00am. The Dining room is open Monday-Friday for lunch from 11:30am – 2:00pm. The Dining room is open Monday-Saturday for dinner from 4:00-10:00pm. Your special event needs are also met. These may include hors d'oeuvres for your in-home cocktail party, dinner for friends in our stunning penthouse, or delivery to your suite. Arrangements and reservations can be made by calling 216-541-3900.

- **24-hour Security**

Gatehouse is manned by two trained professional security personnel 24 hours a day, every day of the year. Their primary duties include announcing visitors to Owners and Residents, and to perform patrols

throughout the entire property to help insure the safety of Owners and their property.

- **Cable Television**

The building contracts and pays for basic cable service to each unit. You may add additional channels and services to this by contacting the service provider.

- **In-suite repairs and window washing service***

- **Professional Management**

- **Storage lockers**

One basement storage locker per suite

- **Coffee Service**

Free coffee service available in the Garden Court 24/7

- **Balcony furniture storage**

- **Walking Trails**

Over 18 acres of landscaped grounds with walking trails and benches

- **Lakeside Fire Pit**

- **Bicycle Storage**

- **Penthouse and Garden Court**

The Penthouse and Garden Court are available for social or business functions.

- **Vending machines* / ice machines**

Vending machines are located on the basement level

- **Two laundry rooms available 24/7***

- **On-site ATM**

- **Copier and fax service available through the Resident Services Desk.***

- **In-suite housekeeping service available by appointment***

**Additional fee charged for these services*

X

Guest Suites

Three guest suites are available to the Owners of Building I and II for their guests. Following is a description of the suites and their cost:

111A This suite has one bedroom, (king size bed) small efficiency kitchen with an eating area, one bath, a living room and balcony.

The kitchen is equipped with a stove, dishwasher, microwave, coffee pot, toaster and small refrigerator.

The telephone number for this Suite is 681-7361.

Nightly Cost: \$96.00 (add \$10 for Building II residents)

111B This suite has one bedroom, (two full size beds), a sitting room, and one bath (shower and tub). There is an efficiency kitchen in this suite with a two burner cook top, small refrigerator, dishwasher and coffee pot.

The telephone number for this Suite is 541-8344.

Nightly Cost: \$90.00 (add \$10 for Building II residents)

101 Two bedroom suite with a queen size bed in each bedroom, fully equipped kitchen, two bathrooms, living room, dining room and balcony.

The telephone number for this suite is 249-7148

Nightly Cost: \$110.00 (add \$10 for Building II residents)

Dishes, linens and towels are provided for each guest suite.
Crib and/or folding cot available upon request.

NO PETS ARE ALLOWED IN THE GUEST ROOMS

THERE IS NO SMOKING IN THE BUILDING, INCLUDING THE GUEST ROOMS

Weekday housekeeping provided except on major holidays. There is an additional charge of \$20 for weekend housekeeping service.

Call the Resident Services Desk to make a reservation, (216) 541-4040.

XI Parking

Automobiles

- Parking spaces are assigned by the Management Office. Spaces are not “owned by” or “tied to” any unit. Each one bedroom unit will be assigned one space, while two and three bedroom units will be assigned two spaces.
- When a unit is sold or vacated, spaces are returned to the “available” pool and are assigned as needed.
- Garage parking is restricted to the assigned spaces only. There are no “extra” spaces in the garage. Each has been assigned to an Owner.
- Guests should use the North or South surface lots.
- Each of the assigned spaces may be used for only one vehicle.
- No items, with the exception of one container of washer fluid, a hanging service cart and an Association approved storage cabinet (ordered through the Management Office) may be stored in the space.
- Vehicles stored in the garage must be properly licensed, in working order, and be free of dripping fluids.
- Any vehicle that is in a state of obvious disrepair must be either removed or covered with a non-transparent fabric cover.
- All service and work vehicles must use the North parking lot.
- There is no overnight parking in the circle in front of the main entrance.

Bicycles

- Bicycles are to be kept in your assigned locker space or in a common bicycle storage room which is located in the garage or in such area as may be 'designated from time to time by the Building Manager. All bicycles must be tagged for identification. At no time may bicycles be brought into the building above the garage level.

XII Storage Facilities

The Management Office assigns one storage locker to newly purchased or leased units, if the Owner is not using their designated locker themselves. The locker areas are located on the garage level of the building. A lock must be provided by the resident.

Items must be raised off the floor at least three inches to reduce possible water damage.

No flammable or combustible items may be stored in a locker.

All items must be inside the assigned locker. Any items left on the floor outside of the locker will be removed with the approval of Management.

Balcony furniture may be stored in common storage rooms on a limited-space basis. Owners may request this service by completing the *Storage Request* and *Damage Waiver* forms available at the Resident Services Desk.

There is also one extra storage room available on each floor. A monthly fee is charged to use these rooms. Contact the Management Office to be placed on the waiting list for these areas.

The above are the only approved storage areas outside of your unit. Balconies, garage spaces, and other areas of the property are to be free of all stored items.

XIII

Common Areas

The common areas are generally defined as all areas of the building, and grounds not included in the definition of a unit. This would include hallways, common rooms, basement and garage. These areas are for the enjoyment and use of all residents. Although certain portions of the common area may be assigned for your exclusive use, (storage lockers and parking spaces), they are still common to all owners.

- **Main Lobby**

The main lobby is the formal entrance to the building. In addition, it is the site of the Resident Services Desk and resident mailboxes.

- **Indoor Parking**

An underground heated parking garage is provided with continuous video monitoring, and close access to building elevators. One bedroom suites receive one space; two and three bedroom suites receive two.

- **Storage lockers**

One basement storage locker per suite

- **Penthouse and Garden Court**

These rooms are for the general enjoyment of all Unit Owners and residents. They are often used for meetings and social events, as well as Informal gatherings.

These rooms may also be used for private parties by reservation.

Reservations must be made at least two (2) days in advance through the Resident Services Desk.

The Garden Court is Wi-Fi accessible.

Please see the appendix for more information on renting these rooms.

- **Grounds**

The grounds of Bratenahl Place are an impressively landscaped eighteen acres that are unmatched by any high-rise building in the area. Our

residents are asked to be respectful of this and to undertake no action that might damage any turf, shrub or tree.

- **Hallways**

Hallways must be kept clear of all items, including service carts, boxes, rubbish, and any personal property.

The Board of Managers must approve any decorations or fixtures placed in the hallways.

- **Laundry Facilities**

Two large laundry rooms are located on the garage level, one for the north side of the building, and one for the south. Laundry cards may be purchased in either room.

- **Grocery Carts**

Carts are available in the garage level to help with bringing groceries and packages up to your home. They are to be returned to the garage level when you are done using them, so others may take advantage of their use.

XIV

MAINTENANCE FEES

The maintenance fees at One Bratenahl Place provide a wide array of items including management of the building and grounds, staff, and amenities.

UTILITIES

- Electricity
- Air-conditioning
- Heat
- Water
- Sewer
- Natural gas
- Basic cable television

PERSONNEL

- Management and office staff
- Maintenance
- Resident Services Desk
- Common area housekeepers
- Porters
- All payroll taxes, Workers' Compensation and Employee benefits

ADMINISTRATIVE

- Management fee
- Office supplies and equipment
- Committee expenses
- Insurance
- Professional fees
- Website

CONTRACTED SERVICES

- Security
- Waste removal
- Recycling
- HVAC maintenance
- Landscaping
- Elevator maintenance

- Exterminating
- Common area plant care

MAINTENANCE AND REPAIR

- Maintaining operating systems
- Plumbing
- Electrical
- Heating
- Air-conditioning
- In-suite fire alarm maintenance
- Snow removal

Maintenance fees are calculated by multiplying the annual budget, which is prepared in July, by the percent of interest in the property, of the suite. That figure is divided by twelve for the basic monthly charge.

Maintenance fees also include all amenities as described in section eight of this Handbook.

A portion of the monthly Maintenance Fee is deposited into a separate Reserve Account and held aside to help defray the cost of any extraordinary repairs. Another portion is a reimbursement to the Association for the Owner's share of anticipated utility costs.

XV

Individual Units

Each unit is described in detail in Article VI, Section 1 of the Declaration of Condominium Ownership. Specific questions regarding the definition of a unit should be taken from that document. In general, the unit can be described as a box created by the undecorated surfaces of the perimeter walls, floor and ceiling of each unit. All that is located within the 'box' is defined as the unit. The maintenance and repair of the unit and all that is contained within it, including any pipes, wires, conduits or the like which serve that unit are the responsibility of the owner.

Floor Coverings

- At least 80% of the floor of any room, hall, etc. must be covered by carpeting or an equally effective noise reducing material.
- Any hard floor surfaces that are installed must be done over a noise abatement material. The minimum requirement for the soundproofing material is ¼" cork floor covering. The installation of this soundproofing does not alleviate the 80% requirement.

Plumbing

- All pipes, fixtures, valves, showers, tubs, and the like, serving an individual unit, are the responsibility of that Unit Owner.
- All such items must be kept in good working order to not waste water or pose a risk to neighboring units or common areas.

Ventilation

- Ventilation is maintained by drawing air in through the windows and exterior wall openings. In addition, many units also have special air intake grills near the entrance. This air exhausts via the kitchen and bath grills. Covering these grills will negatively affect the airflow and is prohibited.

Heating & Air Conditioning

- Each unit is heated and cooled by convectors. Each convector unit in each suite is equipped with a moisture alarm. These alarms are not to be removed or tampered with. IF AN ALARM SOUNDS, CONTACT SECURITY IMMEDIATELY AT 541- 6081.
- In order to control the condensation during the air conditioning season, windows must be closed when the air conditioning is on
- Convectors will be serviced annually at no cost to the Owner. The Maintenance Department will schedule this service at your convenience.

Laundry Equipment

- Resident laundry facilities are located on the basement level.
- Washer and dryers are allowed to be installed in the suites. Guidelines and specifications are available from the office regarding their installation as well as in the appendix of these guidelines.

Balconies

- All balconies are designated limited common areas for the exclusive use of the unit owner.
- They will be maintained, and kept in good condition by the Association.
- Balconies may not be decorated, landscaped, or adorned in any manner contrary to Articles IV and VII of the Declaration.
- No cooking equipment of any kind may be used, or stored, on any balcony.
- Live smoking materials must never be thrown off the balconies because of the hazard they pose to other areas.
- Use caution when watering plants on the balcony as over-watering

causes dirt and water to spill onto the balcony below yours.

Smoke Detectors

- All smoke detectors are serviced and inspected by the Maintenance Department during regular convector maintenance.
- If you do not have detectors, or if you require additional units, please file a Work Order Form requesting them with the Resident Services Desk/
- IF YOUR SMOKE DETECTOR SOUNDS DUE TO A FIRE, PLEASE CALL 911 AND CONTACT SECURITY IMMEDIATELY AT 541-6081.

Windows & Perimeter Doors

- All windows and perimeter doors are the responsibility of the Association to repair or replace, unless damaged by the Unit Owner, occupants, tenants, invitees or guests.
- Replacements will be determined by a priority schedule maintained and updated by the Building Manager.
- The Unit Owner is responsible to keep windows, both inside and out, clean. For your convenience, the Resident Services Desk has information regarding an independent contractor who cleans windows in the building.

XVI

Moving Procedures

All Owners and Residents who are moving in or out must comply with specific Association guidelines to facilitate your move while minimizing inconvenience to existing Owners and Residents.

All moving arrangements are to be made through the Resident Services Desk who will have a packet of moving procedures, and forms, available for you and your moving company. The forms must be returned to the Management Office no less than two weeks before the scheduled move.

Failure to return the proper forms will result in the moving van being turned away from the property.

Moves may only be done Monday thru Friday from 8:30 AM until 4:30 PM.

Anyone moving in or out without the aid of a moving company are still governed by the guidelines set forth above.

Samples of these forms can be found in the appendix.

XVII

Improvements to Units

Building Procedures

If you are considering improvements to your unit, you are required to inform management before the work commences.

An internal permit process requires the names of contractors, proof of insurance, and other pertinent information. In addition, the permit outlines work rules, which are designed to protect your property and that of your neighbors. A packet including Contractor / Remodeling Procedures, and forms, is available at the Resident Services Desk, and the Management Office.

If work is started without the filing of the required permit and supporting documentation, the project will be stopped. It may not be restarted until all documents are submitted and approved.

Periodic inspections of the work will be made by the building Maintenance Supervisor to insure construction complies with the guidelines of both One Bratenahl Place and the Village of Bratenahl.

Village Procedures

In addition to the above, the Village of Bratenahl also has a contractor registration and building inspection requirement. Information on the Village requirements is given in the aforementioned packet.

The Association will not be held liable for the Unit Owner's failure to follow the Village codes and State of Ohio basic building codes.

Exterior Modifications

Exterior uniformity is crucial to maintaining the homogenous and neat appearance of the building.

Any items that are to be attached, displayed or visible from the exterior of the building must have prior approval of the Board of Managers.

Structural Changes

Any structural changes to the interior walls of your unit must have prior, written approval from the Board of Managers.

Approval can be granted only after the drawings, showing the proposed change(s), are reviewed, and a permit is issued by the Village of Bratenahl. This is crucial due to the utility chases that travel through each suite to serve upper and lower floor neighbors.

General Requirements

All construction, repairs or modifications must be scheduled between the hours of 8:30 AM, and 4:00 PM weekdays only. Contractors must have the common areas disturbed by their work cleaned up, and be off the property by 4:30.

As a rule of thumb, always check with the Management Office before contracting improvements or repairs. A simple phone call (541-4040) will save you from possible delays as the project progresses.

See the appendix for Contractor Guidelines and requirements of One Bratenahl Place and the

Village of Bratenahl.

XVIII

Contractor Guidelines

There are strict guidelines for contractors performing work in your home. Please see the appendix for these guidelines as well as forms which must be filled out, and returned to the Management Office, before work can begin.

Copies of these forms are also available at the Resident Services Desk, and the Management Office.

XIX

Central Heating & Air Conditioning

Heating & Cooling

One Bratenahl Place is heated and cooled by a one-pipe water system. Depending upon the need for heating or cooling, cold or hot water is produced in the mechanical rooms in the basement. This hot or cold water is sent throughout the building, and to the convector units located in your suite. Each convector contains a fan that blows air over the hot or cold pipes to produce the desired effect. The system works well, but does have the following limitations:

Only hot or cold water can be produced at any one time. The building must be in either heat or air conditioning mode. It takes more than twenty-four hours to make the transition from one to another, and continuous switching is detrimental to the equipment.

During the air conditioning season, condensation on the cold water pipes can cause a problem. To minimize the risk of water damage, doors and windows must be kept closed when you are not home.

Each convector is equipped with a moisture alarm, which produces an audible alarm when excess water is present. If you hear such an alarm, contact the Security Department immediately at 541-6081. They will come to your suite to determine if it is a minor problem that they can address, or if Maintenance must be called.

XX

Selling or Leasing Your Home

If you should decide to lease or sell your unit, please contact the Management Office immediately. An informational packet is available to assist you in the effort. This includes information on controlling keys for showing your unit, a guide to moving, and a list of general information that will be helpful to you and to your agent. Some general requirements are listed below. For additional information, consult Article XIII of the Declaration. Without Owner authorization, no access will be granted to your home.

Under no circumstances will an employee of Bratenahl Place, or of the contracted security agency, let anyone into your home without written authorization.

- While the Board of Managers does not have a right of first refusal, all leases and sales agreements must be submitted to the Board for their approval upon agreement of the sale or lease. This process will need to be repeated as necessary for lease renewals.
- A recent amendment has created strict guidelines which must be followed for leasing a Unit. Please contact the Management Office for a copy of the leasing guidelines.
- All lessees are subject to the Association's governing documents.
- A transfer fee of Two Hundred and fifty (\$250.00) will be charged to all owners selling their unit to cover administrative costs.
- All units must be inspected by the Village Building Inspector prior to transfer.

Real Estate Agents

- One Bratenahl Place has established rules and guidelines regarding Open Houses and suite access. These rules are in place to protect the residents.

A list of these guidelines may be obtained from the Management Office or the Resident Services Desk.

XXI

Access to Property by Visitors

Guests

- All guests must stop at the gatehouse and be announced to the resident before entering One Bratenahl Place.
- If you are expecting guests, but will not be at home, please notify Security, 541-6081, so that your guest, or contractor, is not turned away.
- If you are meeting guests in one of the public areas such as the restaurant, penthouse, or swimming pool, please advise the gatehouse in advance so your guests may be directed properly.
- If you are hosting an event or party with more than 20 guests, you must supply a guest list to the Resident Services Desk at least twenty-four hours prior to the event. This will allow the staff to grant them access, and properly plan for parking needs.
- If having an evening event, ask the Resident Services Desk for a pass code to provide your guests access to the elevators after 8 PM.

Service Provider and Deliveries

- When you are expecting workmen or a delivery, you must notify the Resident Services Desk, 216-541-4040, twenty-four hours in advance. This notice allows the proper scheduling of the freight elevator, notices of special instruction, and access to your unit, if needed. A Certificate of Liability Insurance is required from all delivery companies.
- This will also eliminate any conflict which may arise if another Owner has

already made arrangements for moving, or are expecting a large delivery. This may make the garage, and elevator, inaccessible to anyone else moving items, necessitating the need to change your delivery date.

- Without prior notice, services and contractors will be denied access.
- Contractors and service providers will be directed to unload in the garage and then to park in the North lot. No equipment of any kind will be brought into the building through the lobby.

XXII

Fire Alarm Procedures

Every fire is potentially dangerous and unpredictable, so do not underestimate the risk to your life. Fire and smoke move very quickly, and the conditions in any part of the building can change rapidly.

Smoke can spread throughout the building and enter your suite even when the fire is many floors away. During an emergency, you will not have much time to decide what to do. Make sure you know what to do ahead of time.

To leave or to stay?

The decision is yours, and each option involves a commitment on your part. Your choice will depend on the circumstances at the time of the emergency. You should understand the consequences of this important decision. Most of the time, the best thing to do in a fire is to leave the building as soon as possible. If you let this opportunity pass, you must be prepared to protect yourself from smoke and other effects of fire, until you are rescued by the Fire Department or told by them that it is safe to leave. This may take considerable time and the conditions in the building may deteriorate. The longer you wait to evacuate, the more risk there is that heavy smoke and heat will have spread into the stairways and corridors. Your chances of survival are significantly reduced.

If you decide to leave, leave as soon as possible when you hear the alarm or discover a fire. The earlier you leave, the better your chances of getting to safety, no matter where you are located in relation to the fire.

Before opening your front door, place your hand on it for 5 seconds, and if it feels hot, do not open it. If cool, open slowly to see if there is smoke in the hallway. If the hallway is clear of smoke, leave, closing your door behind you. Activate the pull station in the hallway, and warn other residents on your floor of the danger as you exit the building. If the hallway is full of smoke, do not leave.

Do not use the elevators. Use the stairs. It is extremely rare for stairways and corridors to be contaminated by smoke in the early stages of a fire. Proceed as

quickly as possible to the outside, using the stairway. If you have physical limitations, plan ahead to try and ensure that you get the assistance you may need to evacuate quickly. If you can't leave your suite, follow the preventive measures described below, and be assured that when the Fire Department arrives on the property, they will be given a list of those owners and residents who will need assistance in evacuating the building.

When the fire is in your suite, and you are in immediate danger, leave the suite along with anyone in it. Once out of your suite, call 911 to explain the situation, and activate the pull station in your hallway. Fire extinguishers are available on every floor which can be used for small fires, only when you are not putting yourself in danger. If the fire cannot be extinguished in 15 seconds, leave your home, and activate the pull station.

If you encounter smoke in the exit stairs, the fire may have breached the stairway enclosure. **Do not travel through smoke. Do not go to the roof.** Re-enter the floor area immediately. If the corridor is free of smoke, try an alternate stairway. Otherwise seek refuge in a suite on that floor as quickly as possible, and then call 911.

Experience shows that people who evacuate in the early stages of a fire can most often safely reach the outside. Most people die because they attempt to leave the building through smoke filled corridors and stairs in the advanced stages of the fire. This could occur as early as ten minutes after the start of the fire.

If you decide to stay, there are several actions to be taken to protect yourself.

If you encounter smoke in the corridor of your floor, this may be an indication that the fire is in an advanced stage or is located on your floor. If you cannot safely reach an exit stairway, return to your suite as quickly as possible. Take actions to protect yourself from smoke. Call 911 and provide them with details of your situation.

If you are instructed by the fire department to remain in your suite, attempting to evacuate may expose you to smoke unnecessarily and may impede fire fighting operations.

There are several actions you can take to lessen the amount of smoke entering your suite.

Use duct or masking tape to seal cracks around the entrance door and place wet towels at the bottom. Seal vents, air ducts, and other areas where smoke may be entering your home in the same manner.

If smoke is worse in one room than in others, close the door and seal off the room with tape and wet towels as noted above.

If the suite fills with smoke, move to a balcony and close the doors behind you. Take a cell phone with you. Call 911 to provide details of your situation. Take warm clothes or blankets with you if it is cold.

If a room with a balcony is not available, go to the most smoke free room, close the door and seal it with tape and towels. Open the window slightly for fresh air, but be prepared to close it again if this makes conditions worse. Never break a window for fresh air because it takes away the option of stopping the draft if conditions deteriorate. Keep low to the floor where the air is cleaner.

Before an emergency occurs, familiarize yourself with the emergency stairwells and practice using them. Identify the location of the fire pull stations and read the instructions about how to operate them. Review these instructions periodically.

Once you have left the building, gather in the lobby of Building II until you are informed that it is safe to re-enter Building I.

It is a good idea to have an "emergency kit" near your front door which you can grab if forced to leave your home during an emergency. The kit would include any medication you might need for a day or two, important phone numbers, an extra pair of glasses, an extra set of keys, a small flashlight, and though it might seem strange, a whistle. If you get trapped, or find yourself in trouble, you can only yell help loudly for only so long. A whistle not only will be much louder than your yell, but will also not take up anywhere near as much energy. You can blow a whistle for a much longer time than you can yell.

XXIII

Penthouse and Garden Court Reservations

Reservation policy

- In order to reserve the Penthouse or the Garden Court, a written request must be delivered to the Management Office at least three (3) full business days in advance. All reservations will be processed on a first-come, first-served basis.
- Only residents of One Bratenahl Place may make a reservation for use of common areas and facilities. A resident of One Bratenahl Place sponsoring an event in the Penthouse or Garden Court **must** attend the event. The sponsor (resident or Unit Owner) will be responsible for any non-payment of fees and/or damage incurred by the Association, including damage caused by guests, invitees, caterers, servers, etc..
- A reservation will be confirmed only after the Management Office has received a signed application along with any deposit required for the planned event. Any use without the proper reservation application and deposit is prohibited.
- The Management Office will coordinate large events with Building Two, and with the restaurant, to ensure there is only one major event at a time impacting parking and security. The Management Office will notify prospective users within twenty-four hours after receiving a request if there is a conflict with another event.
- Set-up and clean-up costs are forty dollars per hour, with a minimum charge of forty dollars, and will be billed on the Owner's monthly statement.
- Any charges for damage will be taken from the deposit, with the balance

being returned to the Owner.

- A written list of guests/attendees must be provided to the Gatehouse at
- least twenty-four (24) hours prior to the event.
- Except as otherwise approved by the Management Office, a valet parking service must be provided, at the expense of the sponsor, for any event with forty (40) or more guests. All vehicles must be parked in the North Lot.
- No amplified music is permitted in the Penthouse or the Garden Court. Music may only be played until 10:30 PM.
- Evening parties must end by 11:00 PM

OCCUPANCY LIMIT

Penthouse	80 stand-up	60 sit-down
Garden Court	50 stand-up	40 sit-down

SPECIFIC RULES FOR DIFFERENT EVENTS

A. Business Use

- Use of either facility for "business or commercial purposes", defined as any event for which there is a fee to attend or the purpose is to offer for sale any goods or services for a profit or other financial benefit to the sponsor or any other person or company, is prohibited without the prior written approval of the Board of Managers.
- A deposit of one hundred dollars (\$100.00) is required with the application.
- If approved, there is an additional charge for business uses, payable in advance:
 - \$300.00 for the Penthouse
 - \$200.00 for the Garden Court

B. Weddings / Receptions

- With the exception of rehearsal dinners or Sunday brunches following a Saturday wedding, there is an additional charge for weddings/receptions:
 - \$600.00 for weddings/receptions of owner or resident or children of owner or resident.
 - \$1,200 for weddings/receptions of any non-owner or non-resident (owner sponsor is needed).
 - The wedding charge is payable half as a deposit when the application is submitted with the balance due at least twenty-four hours prior to the wedding.

- If the wedding is cancelled at least thirty days prior to the date of the event, all but one hundred dollars (\$100.00) of the fee will be refunded.
- A valet parking service must be provided by the sponsor.

C. All other events, including non-profit meetings:

- A deposit of one hundred dollars (\$100.00) is required at the time of application.

XXIV

Elevator codes

A security system has been installed in the elevators which will limit access to any floor above the lobby level. This control system shuts down elevator access from the lobby floor between 8:00 PM and 6:00 AM, unless the proper code is entered into a keypad, which is located at the entrance to both elevators at the north and south ends of the lobby floor.

This access system will be utilized strictly from the Lobby floor. If you call for the elevator from any other floor, or the basement, no code will be needed. There is also no change in the way the elevator is operated from inside the cab.

A code will be issued to you for gaining access from the lobby after 8:00 P.M., but if you forget your code, there will either be someone at the Resident Services Desk, or a Security Officer, who will assist you.

In addition to the elevator access pads, the stairwell doors on the lobby floor are kept locked to prevent anyone from getting into the building from the stairwells.

If you choose to use the stairs to get to your home, or to the basement, and you want to enter the stairwell from the lobby floor, you will use your unit key to unlock the door. The door remains unlocked from inside the stairwell so it will still function as an emergency exit. You will always be able to get to any floor from the stairwells at any time.

As with the elevator controls, the stairwell doors will only be locked on the Lobby level.

XXV

General Rules

When living in a condominium, special consideration must always be given to your neighbors. With the intimate surroundings of a single building, simple rules and guidelines are necessary to maintain the harmonious lifestyle we strive for.

Noise Level

No resident shall cause or permit any excessive noise within their unit or any common area that will interfere with the rights, comfort and convenience of others.

Hallways and Common Areas

No items of any kind are to be left in any hallway, or common area, without the approval of the Board of managers.

Smoking

Smoking is prohibited in any common area of the building and within 30' of any entrance door.

Insurance

One Bratenahl Place carries a master insurance policy to cover property and liability losses for the building in accordance with the Declaration. Each Unit Owner should also carry a personal homeowner's policy commonly referred to as a "Form 6" policy, with additional coverage for water related damages. You should discuss your personal insurance needs with a qualified broker using the Declaration as a guide for coverage needs. There is a separate insurance policy that should be carried by those Owners who are leasing their suite. Your agent will also be able to help you with this policy.

Rubbish

- Rubbish should be sealed in a plastic bag and deposited in the trash chute located in the stairwell at the end of the hallway.
- Glass, plastic, metal and newspapers are recycled and should be placed on the shelves in the rubbish rooms. Larger items must be placed adjacent to the trash room on your floor.
- For bulk trash or boxes, contact the Maintenance Office to have these items removed.
- Live smoking materials must never be thrown in the chute.
- Cartons, cardboard, and hangars must not be sent down the chute as they create a blockage which is very difficult to remove.

Bulletin Boards

A bulletin board is located in the mailroom and outside the laundry rooms for notices pertaining to our building and the Village. Any posting must be pre-approved by the Building Manager.

Sun Bathing

Sun bathing may only be done within the pool area, not on the lawn.

XXVI

COLLECTION POLICY

The following collection policy was implemented by The One Bratenahl Place Board of Managers and adopted on November 1, 2010. Language clarification approved on October 23, 2012.

1. All monthly assessments are due on the **first (1st) day** of each month and are considered late if not received by the **tenth (10th) day** of the month when due.
2. Any other assessment that a Unit Owner fails to pay within ten (10) days of the date due will be also considered late and subject to this policy.
3. If payment is not received by the **eleventh (11th) day**, a late charge of \$50.00 per month shall be incurred for any late payment and on any unpaid balance, and interest on the past due balance will accrue at the rate of eight percent (8%) per annum.
4. If payment is not received by the **twentieth (20th) day**, the Management Office will make a courtesy call to the unit owner, to determine the status of the payment due.
5. If payment is not received by the **thirtieth (30th) day**, a collection letter, delivered by hand or certified mail, will be sent to the Unit owner from the Association's Attorney.
6. If payment is not received by the **forty-fifth (45th) day**, the Association's attorney shall place a lien upon the Unit.
7. If payment is not received by the **sixtieth (60th) day**, the Management Office will promptly request, from the Board of Managers, permission to initiate a foreclosure action against the owner in default.
8. After the **tenth (10th) day**, any and all late charges and costs, including but not limited to, attorney's fees, recording fees, title company charges, 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.

9. The Board of Managers may revoke the Owner's rights to vote and to use the common area facilities for any Unit Owner that is delinquent in the payment of assessments for over thirty (30) days, in which event the Management Office will notify the delinquent Owner in writing that said privileges have been revoked due to failure to remain in good standing. Any suspension under this section extends to any guests, tenants and/or occupants of the Owner whose rights have been suspended.

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10. In accordance with the Declaration, any Owner who fails to pay assessments ten (10) days of the due date, the Board may, in its sole discretion, discontinue any or all services to the Unit which are considered to be a part of the Common Expenses.

11. If any owner (either by his conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, Bylaws, or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

12. Any payments made to the Association shall be applied in the following order:

- a. Interest and/or administrative late fees owed to the Association.
- b. Collection costs, attorney's fees, paralegal fees and court costs incurred by the Association in connection with the collection.
- c. Principal amounts owed on the account for common expenses, special assessments or penalty assessments.

XXVII

Enforcement of Rule Violations

It is expected that all owners and residents will abide by all of the rules and requirements which have been, or which will be issued, by the Association. However, if a problem or complaint arises due to a failure to comply, the following pages contain guidelines for the Board of Managers to follow regarding the enforcement of compliance with the requirements of the Declaration, the Bylaws or any of the Rules contained in this Owners and Residents Handbook.

- The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules, including the Rules relating to the pool, the tennis courts or the picnic area, and by the Owner's guests, or occupants, or of their home.
- A rule violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
- All legal and administrative fees incurred by the Association in an effort to remedy violation of the Rules shall be added to the account of the responsible Unit Owner.
- In addition to any other action, and in accordance with enforcement procedures outlined in Section F below, a penalty assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of any ongoing nature, the penalty may be levied by the Board against any owner found in violation of a rule.
- All costs for extra cleaning and/or repairs stemming from the violation of a rule are added to the responsible Unit Owner's account.
- Prior to the imposition of a penalty assessment for a rule violation, the following procedure will be followed:

A written demand to stop the alleged violation will be served upon

the alleged responsible Unit Owner specifying:

- The nature of the alleged violation.
 - The action required to abate the alleged violation.
 - There is a seventy-two hour time period during which the violation may be abated without the imposition of an assessment.
- If the alleged violation is a continuing one, or a re-occurrence of a previous violation made less than one year from the original, it will result in the imposition of an assessment.

If the same rule is allegedly violated within the following twelve (12) months, the Board will serve the owner written notice of a hearing to be held by the Board. The notice shall contain:

- The nature of the alleged violation.
- The time and place of the hearing, including at least a seven (7) day notice;
- A request for the responsible Unit Owner to attend the hearing and supply a statement on their behalf.

At the hearing, the Board and the accused responsible Unit Owner will have the right to present any evidence. This hearing will be held in closed session, and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an assessment, shall become a part of the hearing minutes. The assessment will only be imposed by the unanimous vote of the members of the Board present at the hearing. The Unit Owner will then receive notice of the Board's decision and any penalty assessment imposed within ten days.

If any owner (either by his or her conduct, or by the conduct of any occupant) fails to perform any act that is required or requested to be performed by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from that owner the entire cost and expense, including reasonable attorneys fees, of such performing or cure by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge.

The Association may obtain a lien for that amount in the same manner, and to the same extent, as if it were a lien for common expenses.

XXVIII

Unified Pet Rules

The vast majority of pet owners at Bratenahl Place understands, and abides by, the pet rules set forth by management over the years.

In an effort to keep Bratenahl Place pet friendly in the face of an ever increasing population of pets, the following Pet Rules have been revised by a joint committee of Owners from Both One Bratenahl Place and Bratenahl II. They are being sent to every Owner and Resident of the Bratenahl Place community so that all who wish might enjoy the privilege of having a pet in a community such as ours; a community where consideration and respect should be shown to all.

Dogs or cats are permitted to live in units under these conditions:

- All pet owners or keepers shall be subject to the provisions of Chapter 505 of the codified Ordinances of Bratenahl Village in regards to animals in the village. A complete copy of Chapter 505 is available at the Management Office. It is the responsibility of every pet owner to become familiar with all aspects of the Chapter.

These provisions are quite detailed, so following are excerpts of the code which, when violated, create most of the pet problems in the Village of Bratenahl.

DOGS RUNNING AT LARGE

“No owner, keeper or harbinger of any dog shall permit such dog to run at large upon any public place or upon the premises of another, except in the designated enclosed dog park of the Village of Bratenahl”. “Any dog shall be deemed running at large when such dog is not inside a resident structure, secure fence, electric fence or pen, on a leash and held by a person capable of controlling such dog”.

“It shall be the duty of the members of the Police Department to take up and impound every dog found in violation of Section 505.03

NUISANCE CONDITIONS PROHIBITED

"No person shall keep or harbor any animal in the Village so as to create noxious, or offensive odors, or unsanitary conditions which are a menace to the health, comfort, or safety of the public.

Any animal that scratches, digs or defecates upon any lawn, tree, shrub, plant, building or any other public or private property, other than the property of the owner, keeper or harbinger of such animal, is hereby declared to be a nuisance. Where the owner, keeper, or harbinger of such an animal immediately removes all feces deposited by each animal and deposits of same in a sanitary manner, such nuisance shall be considered abated.

DANGEROUS DOGS

"Dangerous dog" "means a dog that, without provocation, and subject to subsection (b)(2) hereof, has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person or animal...while that dog is off the premises of its owner, keeper or harbinger and not under the reasonable control of its owner, keeper, or harbinger and not under reasonable control of its owner or some other responsible person..."

VICIOUS DOG

"Vicious Dog" "means a dog that, without provocation, and subject to subsection (h)(2) hereof, meets any of the following requirements:

- (A) Has killed or caused serious injury to any person;
- (B) Has caused injury, other than killing or serious injury, to any person or has killed, or seriously injured another animal...
- (C) Belongs to a breed that is commonly known as a Pit Bull dog", mixed breed of Pit Bull, "or Presa Canario dog. The ownership, keeping or harboring of such a breed of dog shall be prima-facie evidence of the ownership, keeping or harboring of a vicious dog."

"While that dog is off the premises of the owner, keeper or harbinger, keep it on a leash having a minimum tensile strength of three hundred (300) pounds that is not more than four (4) feet in length"

In addition to the Village rules, the following guidelines have been set forth specifically for pet owners of Bratenahl Place:

- All pet owners must register their pets with the Property Manager.
- All pets must be kept on a leash on grounds or in common areas of the building. This is consistent with the rules set forth by the Village. An Owner wishing to let their dog run free should take advantage of the Village Dog Park.
- Dogs weighing twenty-five pounds or more, or who will grow to twenty-five pounds or more, requires the prior, written consent of the appropriate Board of Managers.
- When possible, please try to avoid using the lobby doors.
- Dogs are not permitted to do their business within 30' of the restaurant doors and windows in Building I, nor in the areas adjacent to any building entrance, in either building.
- Owners are to immediately pick up and remove any "waste" deposited on the grounds or any common areas.
- The cost of cleaning up pet debris or repairing damage created by a pet will be charged to the individual unit owner.
- Pets are not allowed on common area furniture.
- All pets must be trained and kept quiet so as not to harm or disturb other residents.
- Special areas throughout the grounds have been designated as areas in which pets are not permitted: Inside the tennis courts, fitness centers, laundry rooms, penthouse or pool area, or on the picnic grounds, although you may walk your dog along the path adjacent to the picnic area.
- The number of dogs and cats allowed per unit is limited to three, and the number of dogs is limited to two, unless otherwise approved by the appropriate Board .
- Cat litter must be double bagged and properly disposed of in the trash.
- Any pet that is determined to be in violation of these rules, or in any way becomes a nuisance to others, may, by action of the Board of Managers, be removed from the building.

- Bags and rubbish containers are located at both the North and South sides of the building for the convenience of pet owners.