



# Congress Square I Condominium

## **Rules and Regulations**



# Congress Square I Condominium

## **Rule 1984-1**

### **Adopted:**

June 27, 1984

### **Revised:**

April 25, 1985

### *Bulk Items*

August 22, 2000

### *Storage*

June 27, 2007

## **REFUSE COLLECTION**

The Association does not have the facilities for handling refuse of any kind. All trash removal services are provided by the City of Middleburg Heights and are subject to City Ordinances.

## **TIME SCHEDULES**

1. Trash is not permitted at the curb earlier than 6 PM from May 1 through November 1 and 5 PM for the remainder of the year on the day before scheduled trash pick up.
2. When a holiday falls on the scheduled pickup day, trash will be collected the following day whenever possible.
3. Trash cans must be removed from the curb by 6 PM collection day.
4. Trash items should be placed on the left side of the driveway.

## **CONTAINERS**

1. The following containers may be used for trash and garbage:
  - a. Plastic bags secured with ties.
  - b. Metal or Plastic cans with tightly fitting lids.
2. Paper Bags are not permitted for trash and garbage disposal.
3. Trash and containers may be stored only in the garages.

## **RECYCLING**

1. Newspapers ONLY may be placed in paper bags.
2. Items to be recycled should be placed on the right side of the driveway.

## **BULK ITEM PICKUP**

1. Furniture, appliances and similar items will be removed when placed at the curb with other refuse items.
2. Items containing refrigerant such as refrigerators, freezers, dehumidifiers and air conditioners will only be picked up when the refrigerant has been removed by an EPA authorized contractor and the appliance identified with an EPA approved sticker.
3. Tires, paint, noxious chemicals and other items prohibited by City regulations must be disposed of by the resident independently and shall not be placed at the curb.
4. Carpeting and similar materials must be cut into pieces not exceeding 2 feet and bundled.



# Congress Square I Condominium

## **Rule 1984-2**

### **Adopted:**

June 27, 1984

### **Revised:**

April 25, 1985

August 22, 2000

Clean up, leashes

March 31, 2007

## **PET REGULATIONS**

### **A. Clean Up**

1. Owners are responsible for the immediate cleanup of pet waste.

### **B. Repair of Damage**

1. Pet owners are responsible for all damage caused by pets to any common property including, but not limited to, shrubs, trees and lawns.

### **C. Leashes**

1. Your dog must be hand leashed and kept under your control when it is outside of the condominium unit.
2. Chains, stakes, leashes and other tethers may not be attached to trees, any part of the building, appurtenant improvements, patio fences, or any other part of the common elements. Tethered pets may be exercised only inside the bounds of patio fences with closed gates.
3. Chains, stakes and other tethers may not obstruct sidewalks or maintenance equipment.

### **D. Noise**

1. Pets must be kept quiet. Barking and other noise which cause an inconvenience to neighbors is not permitted.



# Congress Square I Condominium

## **Rule 1984-3**

### **Adopted:**

June 24, 1984

### **Amended:**

May 15, 1985

June 21, 1988

July 27, 1992

## **FEE COLLECTION**

**Intent:** Timely payment of maintenance fees and assessments are essential to provide the association with the funds required to maintain normal business operations and the common elements. The costs of untimely payment and unpaid assessments should not be borne by those who are responsible in their obligations as homeowners.

1. If your maintenance fee or other special assessment is received after the 10th of the month in which it is due, and/or any check for payment is not paid by your bank, the Association will levy a special assessment of \$15.00 as an administrative fee for the costs of collection.
2. The administrative fee of \$15.00 will be levied against each month's payment that is past due and against each check that is unpaid. These fees will continue to be assessed after a lien has been filed and after legal action has been taken until all of your assessments are paid in full.
3. You will be responsible for paying the full cost of collection, including reasonable attorney's fees, bank charges and other costs which will be charged to your unit in addition to any administrative fees.
4. If conditions prevent you from making your payments, you will notify the Association and arrange a payment plan subject to approval by the board of managers.

## **General Information**

- A. Monthly maintenance fee assessments are due on the first day of the month whether or not a statement is received.
- B. A lien is chargeable against your unit for any assessments which remain unpaid for ten (10) days after they are due and payable.
- C. Legal action (including, but not limited to, lawsuits and/or foreclosure) will be taken if assessments exceed an amount determined by the board of managers from time to time.
- D. The Association's lien and foreclosure priorities are second only to your taxes and first mortgage.
- E. Your payments may not be reduced or withheld for any reason.



# Congress Square I Condominium

PO Box 360426  
Strongsville OH 44136

## **Collections Policy**

Revised: June 30, 2005

1. All assessments, including maintenance fees, are due on the first day (1st) of the month and are considered late if not received by the 10th of the month.
2. An administrative fee of \$15.00 per month shall be levied as a special assessment against each month's payment that is past due and each check that is unpaid.
3. Any payments made shall be applied in the following order:
  1. Interest owed to the Association
  2. Administrative fees owed to the Association
  3. Collection costs owed to the Association
  4. Attorney's fees and paralegal fees incurred by the Association
  5. Principal amounts owed on the account for common expenses, assessments or penalty assessments against the unit.
4. Any past due assessments may cause a lien and foreclosure to be filed against the owner.
5. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform 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 said owner the entire costs and expense 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.



# Congress Square I Condominium

## Rule 1985-1

### Adopted:

April 25, 1985

### Revised:

May 15, 1985

### Editorial Amendment

December 1989

### Snow Parking Limits

February 20, 1996

### Parking Direction

December 1, 1999

### Speed Limits

December 6, 2010

### Remove Street and Perimeter Snow Parking Bans

## PARKING REGULATIONS

### DEFINITIONS:

*Permitted Vehicles* - Passenger cars, pickup trucks and vans up to 1 ton in drivable condition with valid state registration and insurance.

*Your Vehicle* - Any vehicle as described above registered to you, your family, tenants or visitors on the condominium property.

*Exclusive Use Parking Space* - The space directly in front of your garage door.

*Overflow Parking Spaces* - Off Street Paved spaces next to driveways.

*Perimeter Parking Spaces* - Paved spaces on the outside edges of the property located at the end of driveways.

*Driveways* - Paved aprons, areas directly behind Exclusive Use Parking Areas, and all other areas not designated for parking.

*Street Parking* - Single car width spaces on the South side of Williamsburg Court. Vehicles must be parked facing Eastland Road (East) Only. Parking is not permitted between 2 AM and 6 AM.

### PARKING IS PERMITTED IN THESE AREAS:

1. You may park your vehicle in your garage, in the Exclusive Use Parking Space assigned to your unit, in Overflow and Perimeter Parking Spaces and on the Street as long as your parking falls within the limitations and exclusions described below:

### PARKING IS NOT PERMITTED IN THESE AREAS:

1. In the Exclusive Use Parking Space of any other unit owner without their permission and access to your vehicle.
2. In the driveways.
3. On any other part of the common areas and facilities.

### TIME LIMITATIONS

To provide for snow removal and guest parking, the amount of time that you may park in any space will be limited. You may park your vehicle in the areas listed below without moving it for up to the number of days listed:

AREA	SNOW EXCEEDING 2"	OTHER TIMES
Exclusive Use Parking Space	3 Days	No Limit
Overflow Spaces	2 Days	14 Days
Street Spaces	NO PARKING	No overnight Parking

You may be granted a time extension to park your vehicle in off street spaces for a longer period if you notify the Administration or Board of the reason and approximate length of time your vehicle will be parked in the space. Extensions will be granted at the discretion of the Administration or Board.

## **TOWING**

Your vehicle may be removed from the Condominium Property without your consent and at your expense for the following reasons:

1. Overtime parking exceeding the limits stated above.
2. Your vehicle is not registered with the state.
3. Your vehicle is in an inoperable and / or an undrivable condition.
4. Your vehicle is in an unsafe condition which could cause harm to persons or property around it.
5. Your vehicle is parked in the Exclusive Use Parking Space of another unit.
6. Your vehicle is parked in a manner that impedes maintenance of the property.

If your vehicle is in violation of the rules and is subject to tow, attempts will be made to notify you of the violation, except, when in the opinion of the Administration, any Board member, or Association contractor it is decided that removal is necessary without delay.

You may recover your vehicle upon payment of the costs of towing and storage to the party hired to tow your vehicle. Your vehicle may be recovered at any time by contacting the towing agent at the telephone number posted on a sign located on the Condominium Property.

## **BOATS, TRAILERS, MOTOR HOMES AND VEHICLES OVER 1 TON**

These vehicles may be parked in Overflow Parking Areas for up to 5 days. Snow parking time limits and city ordinances may reduce this time.

## **MAINTENANCE OF PARKING AREAS**

Removal of oil, grease, and automotive fluid leakage from vehicles parked in any area exceeding 100 square inches will be the responsibility of the vehicle owner.

## **SPEED LIMITS**

1. The Speed Limit on Williamsburg Court is 25 MPH.
2. The Speed Limit in driveways is 5 MPH.

## **ENFORCEMENT**

Violations must be reported to the Administration. You may be asked to confirm any verbal report of a violation in writing.

You may have any vehicle that is parked in the Exclusive Use Space assigned to your unit towed immediately by contacting the Towing Agent posted on the sign located at the entrance to the Condominium Property.



# Congress Square I Condominium

## **Rule 1992-1**

### **Adopted:**

April 20, 1992

### **Revised:**

August 22, 2000

## **EXTERIOR PLANTING**

1. The area within three (3) feet of the building and patio fence is designated as exclusive use area for the planting flowers, foundation plants and small shrubs which do not exceed five (5) feet in height. Installed beds shall not make contact with building siding.
2. Fruits and/or vegetables may only be planted within the enclosed patio fence.
3. The unit owner shall maintain all exclusive use areas to keep them free of weeds and expired plants.
4. Flowers may be planted in established landscape bed areas.
5. The planting of any tree requires the approval of the Board in advance.



# Congress Square I Condominium

## **Rule 1997-1**

### **Adopted:**

April 10, 1997

### **Revised:**

April 23, 2005

### *Stain Colors*

## **PATIO FENCE MAINTENANCE STANDARDS**

**Intent:** The architectural concept of the buildings at Congress Square I is that of a Grand Home. Each building is designed to have the appearance of a single large house. Patio Fence Maintenance Standards have been adopted to maintain the uniform original as built appearance of this part of the Limited Common Property as provided in the Declaration of Condominium Ownership and the Drawings.

### **A. Design Standards:**

1. Patio fences must be repaired or replaced to conform to the original design adopted by the Association Developer during original construction and the Middleburg Heights Board of Building & Zoning Appeals variance case # 91-11-58.
2. Fences that follow the Interim 1987 design with chair rails and Colonial bases may be maintained, but total reconstruction must follow the original design.
3. Fences built prior to December 1991 that do not follow either design, must be adapted to have the visual appearance of the original design not later than July 1, 2000. All other fences shall conform to the original design standard without variances.
4. Side walls shall be constructed from the original reverse batten rough sawn fence board panels with grooves 4" on center or from T-1-11 plywood sheets with a thickness of at least 5/8" with grooves 4" on center. Grooved panels 8" on center are **not** acceptable. Uncut T-1-11 sheets shall be 4'9" to avoid waste and side walls shall be a continuous solid panel without horizontal splicing. 4'x8' panels, if used, shall be cut in such a manner as to provide a continuous sidewall panel to provide a 4'6" wall height including top and bottom rails with the balance of the panel as waste. Side wall panels shall not be 4' in height nor shall any build up or trim method be used to accommodate 4" side walls.
5. The size of any patio fence may not exceed the nominal dimensions indicated in **Figure 1** and replacement posts must be placed at least 4 inches away from the sides of the building to provide access for maintenance of the building and siding. The height of the side walls may be no more or no less than 4'6". The maximum height of the fence, measured at a point closest to the building from the ground surface at original developer set grade to the top rail of the side wall is 5 feet.
6. Where the patio fence is accessed from the dining area, a separate enclosure wall shall be provided for the air conditioning condensers for both units with an easement in favor of the adjacent unit owner for the placement of the air conditioning condenser unit and water faucet.

**B. Gate or Fixed Panel:** An optional gate with fixed panel may be installed to provide access to and privacy for the patio area following the guidelines in **Figure 2**. An optional fixed panel may be built to provide privacy for the patio area following the guidelines in **Figure 3**.

**C. Attachments:** Planters are the only accepted attachments to the outside of patio fences. Garden hose hangers and hoses are not permitted on the exterior of the fence.

**D. Post and Panel Alignment:** Fence posts and/or side panels shall be re-aligned whenever they shift more than 4" over a 4 foot distance from a level vertical or horizontal line.

**E. Stain Colours:** Patio fences are to be stained whenever structural members of the fence are replaced or when fading or peeling is visible within 6 feet of the surface of the fence. Care shall be taken to remove spills of stain from concrete surfaces. The following

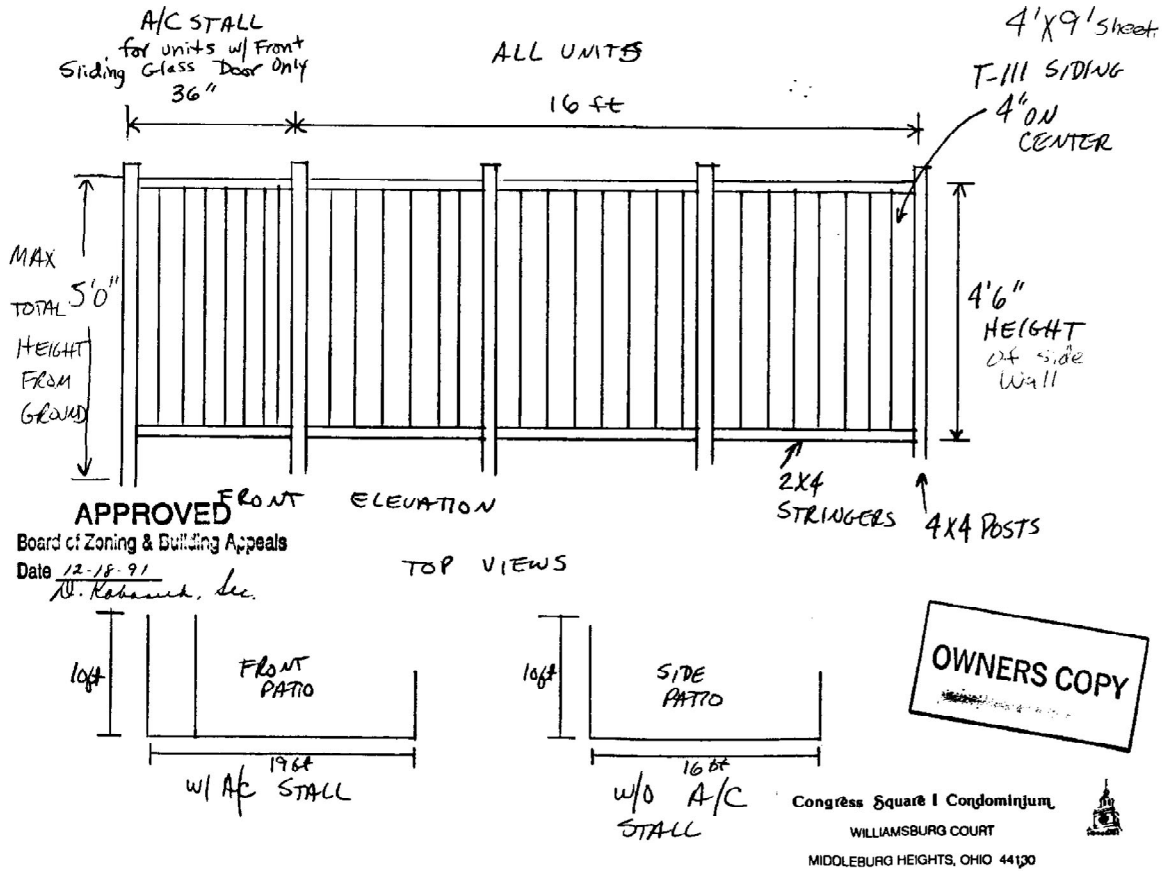
colours ONLY are to be used:

**Sherwin-Williams Solid Color Exterior Stain**

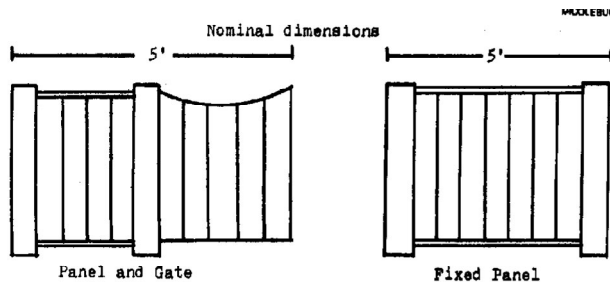
Blue	SW 6254 Lazy Gray	Gray	SW-6266 Discreet White
Yellow	SW-6133 Muslin	Tan	SW-6080 Utterly Beige

**F. Floor Surfaces:** A hard surface such as concrete, flagstone, brick or wood decking may be built within bounds of the patio fence. A space of at least one inch (1") must be maintained between the patio floor surface and the building for maintenance purposes and expansion of the surface on newly constructed floors. The cost of removal and replacement of patio floors whenever maintenance of property under the patio floor surface is required is the responsibility of the unit owner.

The addition of wood decking or any other floor shall not be a cause for alteration, increasing or decreasing of the established dimensions of the patio fence including, but not limited to, the side wall height of not more or not less than 4 feet 6 inches and the maximum height of the fence 5 feet above level grade.



**Figures 2 & 3**  
 Panel and Gate  
 and Fixed Panel  
 5 foot nominal  
 Overall width





# Congress Square I Condominium

## DOOR AND WINDOW MAINTENANCE AND REPLACEMENT STANDARDS

**Intent:** The architectural concept of the buildings at Congress Square I is that of a Grand Home. Each building is designed to have the appearance of a single large house. Door and Window Maintenance and Replacement Standards have been adopted to maintain the uniform appearance of this part of the Limited Common Property as provided in the Declaration of Condominium Ownership and the Drawings.

### Rule 1997-2

**Adopted:**

April 10, 1997

**Revised:**

August 22, 2000

**Revised:**

January 11, 2003

Embossed and 2 panel window doors permitted

**Revised:**

March 27, 2006

Cross Buck storm door revision

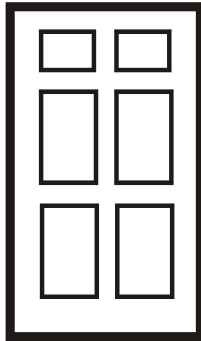
**Revised:**

November 23, 2009

2 Panel storm door permitted

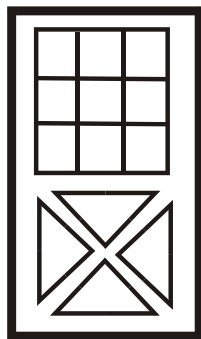
### A. Design Standards - Front Doors:

1. Three basic styles of front doors may be used on the units and any replacement or maintenance shall be in accordance with the architectural design provided by the developer.



2. The original front doors have raised trim components called "plants". Original plastic plants may warp on occasion if the storm door glass is left in place. Trim Plants may be replaced with either plastic or wood.

3. Buildings with brick fronts have original doors with raised cross buck plants with glass windows. Windows shall have the appearance of 9 panes arranged 3 across by 3 high (3x3).

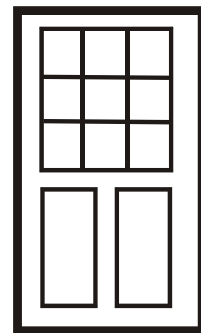


4. Buildings with overhangs have an original solid 6 panel steel door with no windows and raised plants which form the panels.

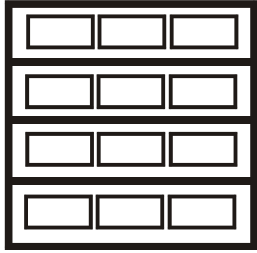
5. Replacement doors with windows may be either of the styles listed below:

A. Raised cross buck plants or embossed cross buck panels at door bottom with 9 window (3x3) panes at top.

B. Two (2) embossed or 2 raised rectangular panels at door bottom with 9 window panes (3x3) at top.

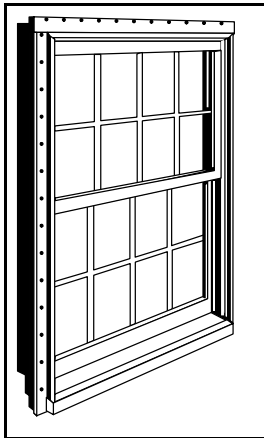


6. Buildings with overhangs have a solid 6 panel steel door with no windows and raised plants which form the panels. Replacement solid doors must have 6 panels either raised or embossed, arranged in the same pattern as the original door. A peep hole may be installed on solid doors.



**B. Design Standards - Garage Doors:**

Replacement garage doors must be wood or wood composite materials with the same 3 panel horizontal by 4 section vertical style as the original door.



**C. Design Standards - Windows and Patio Doors:**

1. Replacement patio doors and double hung windows must have the same number of "panes" effected by mullions or a grid. These mullions may be in place between the glass or installed on the interior or exterior of the window.

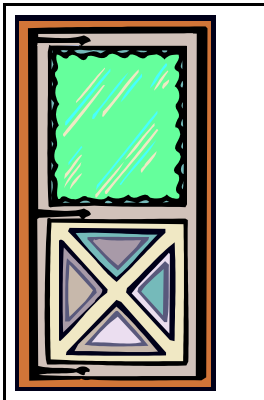
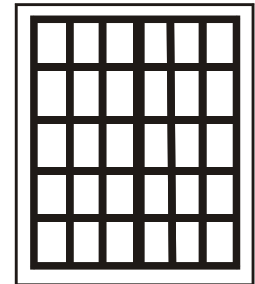
2. Aluminum, vinyl or wood replacement windows and patio doors may be used as long as the visual weight and dimensions of the stiles provide the same appearance of the original window or door.

3. Windows shall be the original double hung "4 over 4" style per sash.

4. Patio doors shall have the original appearance of 15 panes (3x5) per sash.

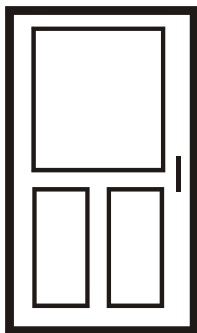
5. Patio doors may be of the sliding style or a swing in "French Door" style providing the visual weight and dimensions of the stiles provide the same appearance of the original window or door.

6. White is the preferred color for replacement windows and doors. Doors and windows may also be the original mill finish aluminum color.



**D. Design Standards - Storm Doors:**

1. Storm doors shall be either the Cross-Buck or two rectangular panel style at the bottom half section of the door. Cross-Buck doors with scalloped top trim are preferred if available. Storm doors shall be white except Brown doors are permitted on Tan buildings where both storm doors on one building side will be Brown.



**E. Paint Colors - Sherwin-Williams**

**Body - (Includes Garage Door and Siding)**  
 Gray Discreet White SW6266  
 Blue Lazy Gray SW 6254  
 Tan Utterly Beige SW6080  
 Yellow Muslin SW 6133

**Trim - (Building Accent Trim)**  
 Proper Gray SW6003  
 Spatial White SW 6259  
 Realist Beige SW6078  
 Basket Beige SW 6143

**Accent - (Door & Shutters)**  
 Liberty Blue SW2942  
 Distance SW 6243  
 Arresting Auburn SW6034  
 Rocky River SW 6215



# Congress Square I Condominium

## **Rule 2005-1**

### **Adopted:**

August 11, 2005

### **Revised:**

December 10, 2005

March 26, 2006

### **Mailing Address:**

### **Congress Square I Condominium**

PO Box 360426  
Strongsville OH 44136

## **COMPLAINT PROCEDURE AND ENFORCEMENT ASSESSMENTS**

**Intent:** Conforming to Association covenants and restrictions is a necessary part of Community Association living. A process for documenting complaints and providing due process for violations of the declarations, by-laws and rules have been developed in a manner which takes in to the consideration the safety and comfort of the residents of the Association.

Residents should first attempt to resolve items of concern with the offending party in a neighborly manner before involving the Association. A resolution between neighbors is of the most successful means for establishing long term harmony among residents.

### **A. Complaints**

1. Complaints related to the violation of Association covenants and restrictions must be in writing, with sufficient detail to enable the Association to review and determine possible resolutions to the problem. Complaints must contain the signature of the individual making the complaint.
2. Reasonable efforts will be made by the Association to gain compliance and if unsuccessful, the offending unit owner may be subject to sanction in accordance with the covenants, restrictions and rules of the Association.
3. Violation of local, state and federal ordinances must be reported to the appropriate governing body in accordance with their established complaint procedures.

### **B. Enforcement Assessments for Violation of Covenants, Restrictions, Rules and Regulations**

1. Notwithstanding anything contained in the Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and reasonable attorney's fees, shall be added to the account of the responsible owner.
2. An enforcement assessment of up to \$50.00 per occurrence may be levied by the Board of Directors against any unit owner found in violation of the Declarations and Bylaws, or the Rules and Regulations and for reasonable charges for damage to the common elements or other property of the Association.

3. In the case of a tenant, guest or occupant of a unit, who is in violation, the unit owner shall be liable for payment of any assessment and for any other sanctions imposed by the Board and the term violator shall apply to the unit owner.
4. Certain rules and regulations have other established enforcement assessments and the amount of the assessment specified in the rule shall apply.
5. Prior to the imposition of an enforcement assessment, notice of the violation will be provided to the alleged violator and the opportunity to abate the violation within a reasonable time to avoid the proposed charge or assessment.
6. The unit owner may request a hearing by the Board of Directors, in writing, not later than the tenth day after receiving notice of the violation prior to the imposition of the enforcement assessment or charge.
7. Failure of the unit owner to make a timely request for a hearing shall cause the right to a hearing to be waived. The Board of Directors may immediately impose a charge for damages or an enforcement assessment.
8. At least seven days prior to a hearing by the Board of Directors, notice of the hearing shall be provided to the unit owner of the date, time and location of the hearing.
9. Notice of the Board's decision and any enforcement assessment imposed shall be provided to the unit owner within 30 days of the hearing.
10. A lien of the Association may be filed for enforcement assessments and/or damage charges which remain unpaid for more than 10 days.



# Congress Square I Condominium

## **Rule 2010-1**

**Adopted:**

December 6, 2010

### **RULE TO COLLECT COVENANT ENFORCEMENT COSTS**

Whereas, the undersigned, constituting a majority of the Members of the Board of Directors of Congress Square #1 Condominium Association, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law pursuant to its Declaration, Bylaws and Rules of the Association; and

Whereas, the Board is responsible for the administration of the Common Facilities and arranging for their management; and

Whereas, the Board recognizes the need for reasonable means of encouraging and insisting upon compliance with the provisions of the Declaration, Bylaws, and Rules; and

Whereas. The Board has the power to adopt reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants pursuant to Article IV, General Powers of the Association, paragraph I, Section 4 Rules and Regulations of the Bylaws; and

Whereas, the Board believes that the recouping of attorneys' fees, administrative late fees, enforcement assessments, collection costs, paralegals' fees, court costs, etc. should be paid for by the violator and as an incentive to certain Members of the Association to not violate the aforesaid provisions.

1. The Board of Directors has a fiduciary duty to enforce the provisions of the Declaration, the Bylaws, and the Rules and Regulations ("documents") according to the Ohio Revised Code 5311. The costs generated by such enforcement may be recouped so that the general welfare of those who abide by the documents will not be unfairly burdened by those who do not abide by said documents, etc.

2. The common expenses chargeable against a unit and the enforcement costs consisting of interest, administrative late fees, enforcement assessments, collection costs, attorneys' fees, paralegals' fees, court costs, etc. may be collected and liened against any unit or interest in the Common Elements.

3. Such costs and payments shall be credited as follows: (a) first, to the interest owed to the Association; (b) second, to the administrative late fees owed to the Association; (c) third, to the collection costs, attorneys' fees, paralegals' fees, court costs, etc.; (d) fourth, to the principal amounts that the unit owner owes to the Association for the common expenses chargeable against the unit.

4. An administrative late fee, not more than Fifteen Dollars (\$15.00) may be assessed against an owner's interest for failure to pay any assessment on time, in addition to the aforesaid costs generated by the Association's enforcement of its documents.

In witness whereof, the Members of the Board have approved this Resolution on this 6th Day of December, 2010.

/S/ Board of Directors of Congress Square #1 Condominium