

**THE MERIDIAN CONDOMINIUM INC**

The letters 'M' and 'M' are rendered in a large, light grey, serif font, positioned behind the main title. They are centered horizontally and vertically on the page.

**Rules and Regulations**

**Amended January 3, 2012**

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# ***RULES AND REGULATIONS***

## ***MERIDIAN CONDOMINIUM***

### **I. Introduction**

A. These Rules and Regulations (Rules) supplement the Declaration of Condominium Ownership for the Meridian Condominium (Declaration) and the Bylaws of the Meridian Condominium, Inc. (Bylaws), both as amended. Where there is a conflict between these Rules and the Declaration and Bylaws, the Declaration and Bylaws prevail.

B. As numerous as these Rules may be, they cannot replace simple consideration for other residents. Rules are not a substitute for courtesy and neighborliness.

### **II. Definitions**

A. *Association* refers to the Meridian Condominium, Inc. The Association consists of all the unit owners and is responsible for the operation of the Meridian. The Association is governed by and acts through an elected Board of Directors, which employs the building Manager and staff.

B. *Common Areas* refers to the land described in the Declaration and all areas, facilities, places and structures that are not part of a unit.

C. *Limited Common Areas* refers to those parts of the common areas reserved for the use of a certain unit to the exclusion of other units. The balconies, garage parking spaces and storage lockers are limited common areas.

D. *Amenities* refers to those common areas designed and set aside for recreational activities.

### **III. Units**

#### **A. Occupancy and Use**

1. Units shall be occupied and used as single-family dwellings.

2. Units shall not be occupied by more than two (2) people per bedroom.
3. Units may not be used to conduct any business to which customers or clients are invited.
4. The occupants of a unit may not create noise that interferes with the quiet enjoyment of occupants of other units.

**B. Association Right of Entry**

1. The Association may enter a unit when there is imminent risk of danger or harm to common areas, another unit, or to the health or safety of the occupants of the unit or another unit.
2. The Association will provide the unit owner with prior notice, if practicable.
3. The unit owner shall provide the Reception Desk with keys necessary to enter the unit in the event of emergency.
4. If the owner does not provide emergency access to the unit, the owner will be responsible for any damage caused by the Association's emergency entry.

**C. Maintenance and Repair of Units**

1. The unit owner is responsible to maintain the unit and keep it in good repair.
2. Damage to a unit caused by the negligence of or lack of appropriate maintenance or repair by a resident in a unit above or adjacent to the unit is the responsibility of the owner of the unit where the neglect occurred. For example, water damage to a unit on the fourth floor caused by a broken dishwasher hose or overflowing toilet in a unit on the fifth floor is the responsibility of the owner of the fifth floor unit.
3. The owner shall not make any alterations or renovations to the unit that may impair the structural integrity of the building.
4. The owner shall not make any alterations, repairs or renovations that affect any of the common areas or limited common areas. For detailed description of the structural elements belonging to the unit and those belonging to common area, see Articles VI and VII of the Declaration.

## **D. Exterior of Units**

### **1. Windows and Sliding Doors**

- (a) All window treatments (including drapes, curtains, shades, and blinds) shall be white, off-white or beige on the side facing the exterior of the building.
- (b) Blankets, sheets and tablecloths may not be used as window covering, even temporarily.
- (c) Plastic or other non-glass liners or insulation may not be placed on windows or sliding doors.
- (d) Broken windows and torn screens shall be promptly repaired.
- (e) Signs and posters, including but not limited to For Sale and For Rent signs, may not be displayed in windows.

### **2. Entrance Door**

- (a) The entrance door to the unit may not be permitted to stand open.
- (b) No changes may be made to the color, the door knocker or door handle on the hall side of the door.
- (c) The Association will periodically paint at its expense the exterior side of the entrance doors. However, the unit owner will be responsible for any damage to the door beyond normal wear and tear.
- (d) With the exception of seasonal wreaths or decorations, no signs, notices, advertisements or posters may be affixed to the entrance door of the unit. Live wreaths are not permitted.

### **3. Building Exterior**

- (a) Owners shall not modify the exterior of the building except as permitted in Section IV(A), Limited Common Areas: Balconies [See below].
- (b) Owners or residents shall not install wiring for electrical, telephone, television systems, air conditioning or the like on the exterior walls or roof of the building without prior written consent by the Board of Directors.

## **IV. Limited Common Areas**

### **A. Balconies**

- 1. The Association will periodically paint furnace room doors. Owners may not paint furnace room doors or balcony railings.

2. With the exception of exterior edges, the balcony floor may be carpeted, tiled or painted. The balcony may not be screened in or enclosed.
3. Balcony furniture must be sturdy enough to withstand high winds. Glass inserts on tables are prohibited.
4. Wind chimes, hanging flower pots, decorative banners, and other lightweight or hanging objects are prohibited.
5. Objects may not be installed on the balcony railing or extend beyond or hang over the balcony railing, with the following exceptions:
  - (a) The American Flag may be displayed in accord with section 5301.072, Ohio Revised Code, and Title 4 U.S.C.A. 5-10;
  - (b) Holiday lights that are well secured may be hung between December 1<sup>st</sup> and January 15<sup>th</sup>.
6. With the exception of the American flag displayed in accord with Section 5301.072, O.R.C and Title 4 U.S.C.A. 5-10, nothing shall be attached to or hung from the walls of the balcony, including but not limited to signs, awnings, canopies, shutters, satellite dishes, radio or TV antennas.
7. The balcony may not be used as a store room. Items, including but not limited to rubbish receptacles and bicycles, may not be left out on the balcony.
8. Food for animals, including but not limited to bird seed and pet food, may not be left on the balcony. No resident shall attempt to attract wildlife to a balcony.
9. Pets are not permitted to urinate or defecate on the balcony. Litter boxes may not be kept on the balcony.
10. In accordance with Lakewood ordinance, cooking and the use of barbeque grills are prohibited on the balcony.
11. Any activity that causes water, dirt, or debris to fall over the edge of the balcony is prohibited, including but not limited to:
  - (a) Shaking out dust mops, dust cloths, and area rugs;
  - (b) Hosing down the balcony;
  - (c) Tossing ashes or cigarette butts off the balcony.
12. Pursuant to 47 CFR 1.4000, an antenna or satellite dish to receive video programming is permitted on the balcony so long as the antenna or dish does not extend beyond the balcony railing and does not require drilling

into the exterior wall of the building or balcony floor. All satellite dishes must be in a container of neutral color.

## **B. Assigned Garage Space**

1. Use of a unit's assigned garage space(s) is limited to vehicles that belong to residents of the unit and their guests.
2. All vehicles parked in a unit's assigned space must be registered with the Reception Desk.
3. Washing vehicles, changing oil, or engaging in any mechanical repairs is prohibited in the assigned garage space. A dock with hoses for washing vehicles is located immediately to the left of the garage entrance.
4. Besides vehicles, the only items that may be stored in an assigned garage space are shopping carts and bicycles hung on hooks.
5. Any oil leaks or spills in the assigned garage space shall be cleaned immediately at the owner's expense.

## **V. Common Area**

### **A. General Rules**

1. Residents shall refrain from any activity in the common area that creates a nuisance or danger to other residents.
2. Residents shall refrain from eating and drinking in the lobby, gallery, elevators, and hallways.
3. Residents shall not litter.
4. Any personal items left unattended in the common area may be removed by the Association.
5. Residents are liable for any damage to the common area caused by their negligent or intentional acts or those of their guests.
6. Residents may not post signs, notices or advertisements in the common area, except as provided elsewhere in these Rules.
7. Residents may not walk through the building in bare feet or in uncovered bathing suits.

**B. Smoking**

1. Smoking is prohibited in all interior common areas.
2. Smoking is prohibited in all exterior common areas with the exception of the “smoking bench” on the north lawn overlooking the lake. All cigarette butts shall be placed in the sand-filled ash tray next to the smoking bench.

**C. Interior Common Area****1. Hallways**

- (a) Hallways shall be kept free and clear of all objects.
- (b) Personal items, including floor mats, boots and shoes may not be left outside the unit door.
- (c) Residents shall not run, throw balls, roller skate or ride tricycles or bicycles in the hallways.
- (d) Residents shall not make loud noise in the hallways.

**2. Elevators**

- (a) The freight elevator shall be used for transporting pets, appliances and furniture, as well as for all move-ins and move-outs. (See sections on Moving and Deliveries).
- (b) Drinking and eating in the elevators is prohibited.

**3. Laundry Rooms****(a) General Rules**

- i. Only high-efficiency liquid detergent shall be used in the washing machines.
- ii. Dyeing or tinting of any kind is prohibited in the washing machines and sanitary tubs.
- iii. To prevent mildew, washing machine doors shall be left ajar after use.
- iv. Residents shall leave all laundry facilities clean and tidy after use by wiping up spills, removing animal hair from the washer, and cleaning out the dryer lint trap.
- v. Residents shall remove their laundry from machines promptly.
- vi. In the event a washer or dryer does not operate properly, please notify the Reception Desk.

**(b) Laundry Rooms on Residential Floors**

- i. Washing or grooming pets in the laundry room is prohibited.
- ii. To comply with the Lakewood Fire Code, the laundry room door may not be propped open.
- iii. The washer and dryer operate with a laundry smart card. Residents may purchase and reload these cards in a machine in the Lower Level Laundry Room.

**(c) Lower Level Laundry Room**

- i. A large capacity washer and dryer are located in a room opposite the elevators.
- ii. The large capacity machines may be used for washing and drying blankets, area rugs and other large items.
- iii. The machines in the lower level laundry room are coin-operated. Change for the machines may be obtained at the Reception Desk.
- iv. This room also contains a machine for the sale and loading of laundry smart cards to be used in the laundry machines on the upper floors.

**4. Cart Room**

- (a) Carts are for the use of residents only. Contractors and service people are not allowed to use the Meridian carts.
- (b) Residents shall return carts to the cart room as soon as they are done using them. Carts shall not be left out in the halls.
- (c) Residents shall return carts in as clean condition as they found them.

**5. Bulletin Board**

- (a) The bulletin board located in the hallway adjacent to the mailroom may be used for posting information of specific interest to other residents, such as notices of used items for sale, units within the building for sale, or exercise classes conducted in the building.
- (b) Residents wishing to post a notice should print it on a 3x5 card, being sure to include their name and unit number. Three-by-five cards are available at the Reception Desk.
- (c) Residents may not post commercial advertisements or notices of regular private profit-making activities.
- (d) The Manager and Board may also post notices of general interest or importance to residents on the bulletin board.

## **VI. Amenities**

### **A. Who May Use the Amenities:**

1. Residents in good standing and their guests are entitled to use the amenities.
2. Guests using Meridian amenities shall be accompanied by a resident, unless the resident has registered their guest at the Reception Desk.
3. Residents have priority over guests in the use of amenities. Please be certain that your guests do not prevent residents from enjoying an amenity.
4. Any person using an amenity in such a way as to create a perceived danger or nuisance to themselves or others may be asked to leave the amenity.

### **B. General Rules for Use of Amenities:**

1. Disorderly conduct, boisterousness, littering, or any other disruptive behavior is prohibited.
2. Equipment may be used only according to manufacturer's directions and posted signs.
3. Amenities shall be left in neat, clean and orderly condition after use. Personal items shall be removed when the resident leaves the amenity.
4. Any damage or malfunction of an amenity shall be reported to the Reception Desk so that it may be repaired or replaced as promptly as possible.
5. Residents use the amenities at their own risk.

### **C. Swimming Pools**

#### **1. Pool Availability:**

- (a) The indoor pool is available year round from 5:00 AM to midnight.
- (b) The outdoor pool is available from Memorial Day through Labor Day from 8:00 AM to 10:00 PM. The 10:00 PM closing is a courtesy to residents living immediately above the pool.
- (c) Residents and guests are requested to shower before entering the pools.
- (d) Diving is prohibited.
- (e) Minor children must be accompanied by an adult at all times.

- (f) The maximum number of guests the residents of a unit may have in the pool at one time is 4.
- (g) Food, alcohol and glass containers shall be limited to the grassy area by the pool.
- (h) Rafts and inner tubes are not permitted.
- (i) All individuals with bladder or bowel control problems are prohibited from using the pools unless they are wearing appropriate, properly fitting protective garments such as swim diapers.
- (j) No pets are allowed in the pool areas.
- (k) Bathing suits shall be worn in the pools. Swimming naked or in underwear or street clothes is prohibited.
- (l) Shirts or cover-ups as well as shoes must be worn when traveling to and from the pools. Walking through the hallways or riding the elevator in uncovered bathing suits or with bare feet is prohibited.
- (m) Before leaving the pool area, residents should dry off enough that they do not drip water on the hallway floor.

#### **D. Whirlpool**

1. All the rules above governing the swimming pools apply to the whirlpool as well.
2. For health reasons, children under the age of five, pregnant women, the elderly and people with serious medical conditions are strongly advised against using the whirlpool.
3. The maximum number of people in the whirlpool is 6.
4. Food and drink (except water in non-breakable containers) are prohibited in the whirlpool.
5. No soap or oil of any kind is permitted.

#### **E. Locker Rooms**

1. The locker rooms are available from 5 AM to midnight.
2. Permanent locks are not permitted to be placed on lockers.
3. Hair cutting, dyeing, tinting or bleaching is prohibited in the locker rooms.

**F. Sauna**

1. The sauna is available from 5 AM to midnight.
2. The maximum number of people in the sauna at one time is 4.
3. For reasons of health and safety, children, pregnant women, the elderly and people with serious medical conditions are strongly advised against using the sauna.
4. Please pour water on the rocks only and not on the electrical heater.
5. Please shut off the sauna when you are done using it.

**G. Hobby Room (Maximum Capacity 18)**

1. The hobby room is available 24 hours a day.
2. The hobby room may be used for social gatherings and for Association meetings. The room may not be used for any outside organizational purposes.
3. The hobby room may be reserved at the Reception Desk.
4. Residents must leave the hobby room in the same condition they found it.
5. If a resident intends to have eight or more people in the room, the resident must reserve the room in advance, put down a deposit and sign a Hobby Room Agreement.
6. A resident using the room for a social gathering must be present in the room during said gathering.
7. The maximum capacity of the hobby room is 18.

**H. Billiard Room (Maximum Capacity 17)**

1. The billiard room is available 24 hours a day
2. No food or drink may be placed on the billiard table.
3. Sitting on the billiard table is prohibited.
4. The billiard room may be reserved at the Reception Desk. A resident may reserve both the hobby room and billiard room for the same time. The maximum capacity for both rooms is 35.

**I. Exercise Room**

1. The exercise room is open 24 hours a day.
2. Exercise equipment is available on a first come, first serve basis.
3. All exercise equipment must be used only in accordance with the manufacturer's directions.
4. Except for water in non-breakable containers, food and drink are prohibited in the exercise room.
5. Residents are requested to turn off the lights, boom box, AC and TV when leaving the exercise room unoccupied.
6. For safety reasons, minors must be supervised by an adult.

**J. Racquet Ball Court**

1. The racquet ball court is kept locked when not in use; the key is available at the Reception Desk.
2. The court may be reserved at the Reception Desk.
3. Residents must wear non-scutt tennis shoes on the court.
4. No more than 4 people may play racquet ball at the same time.
5. Food and drink are prohibited on the court.

**K. Party Room****1. Use of Party Room**

- (a) A unit owner or unit lessee (i.e., an adult signatory to a lease agreement with a unit owner on file with the Association) may rent the party room for social gatherings by executing a Party Room Use Agreement with the Association. Complete rules and costs are contained in the Party Room Use Agreement, a copy of which is available at the Reception Desk.
- (b) The individual renting the party room must be in attendance during the entire social function.
- (c) The key to the party room may be obtained from the Reception Desk by the individual renting the room. There is a lost key charge.

(d) The individual renting the party room is responsible for any damage to the premises and for insuring that the social function does not interfere with the quiet enjoyment of other residents. These requirements are more fully spelled out in the Party Room Use Agreement.

(e) The party room may not be used for functions by, or on behalf of, business, political, or organizational groups unrelated to Meridian Association business. No one shall act as a contracting agent for the use of the party room for any such activity.

## 2. Reservations

(a) The party room may be reserved by contacting the Manager, executing the Party Room Use Agreement and paying in advance for the use of the room.

(b) An owner or lessee wishing to reserve the party room for the purpose of holding an open function, i.e., one to which all residents are invited by means of notices conspicuously posted, may do so at no cost by reserving the party room not more than 30 days nor fewer than 7 days prior to the open function.

(c) An owner or lessee may reserve the party room for the day or evening of a single day. He or she may not reserve the room for two consecutive days.

(d) The party room is not available for rental on the following days:

- i. The date during the third quarter of the year on which the Annual Meeting has been scheduled;
- ii. The second Sunday in December, which is reserved for the Meridian Christmas Party.

(e) Holidays:

- i. The following days are defined as holidays: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day;
- ii. Fees paid for use of the party room on a holiday are nonrefundable. Fees for other dates are refundable pursuant to the schedule contained in the Party Room Use Agreement;
- iii. With the exception of New Year's Eve, the party room is not available for open functions on holidays.

**L. Tennis Court**

1. The tennis court is available for use after 8:00 AM during daylight hours.
2. The maximum number of people on the court at one time is 4.
3. The tennis court may be reserved at the Reception Desk.
4. Residents must wear tennis shoes on the court.

**M. Patio Grills and Picnic Area**

1. The picnic area (adjacent to the lake), patio (on west side of building) and grills are available from 8:00 AM until 10:00 p.m.
2. Residents may not use the patio or picnic area for outside organizational purposes.
3. Residents may reserve a gas grill and/or outdoor table at the Reception Desk for a period not to exceed three hours. Reservations may not be made more than 30 days' in advance.
4. Residents and guests must access the picnic area through the door on the northwest wall of the garage. They may not bring food and equipment through the indoor pool area.
5. Residents using the gas grills shall clean the grills after use and dispose of all trash in the nearby trash cans. Any trash that does not fit securely in the trash cans shall be bagged and disposed of pursuant to Section VIII, Recycling & Rubbish.
6. All outdoor cooking shall be confined to the permanently installed gas grills. The use of portable grills is prohibited.
7. Residents may take their own portable lawn furniture to the picnic area as long as they remove it when they leave. Pool furniture may not be moved from the pool area to the picnic area.
8. People using the grills and patio on the west side of the building shall avoid making noise that may disturb the people residing above the patio.

**N. Lawns**

1. See Rules for picnic area and patio grills above;
2. Pets are not permitted on the lawns or in the flower beds.

3. Residents may not engage in activities on the lawns that cause damage to grass, flower beds or shrubbery.
4. Residents using game and sports equipment shall not interfere with the use of the lawns by other residents.

## **VII. Vehicles, Parking and Garage**

### **A. Motor Vehicles**

#### **1. Registration**

- (a) Residents shall register all motor vehicles with the Reception Desk.
- (b) Following any change in vehicle or license plates, residents shall update their vehicle information at the Reception Desk.

#### **2. Restricted and Prohibited Vehicles**

- (a) Unless prior written authorization of the Board is received, all motor vehicles belonging to residents and parked on Meridian deck must bear current license plates.
- (b) Motor vehicles licensed, painted or signed for commercial use may be parked only in the resident's assigned garage space; they shall not be parked on the deck.
- (c) The following vehicles may not be operated, parked, or stored on Meridian property: inoperable vehicles, vehicles with expired plates, trucks larger than  $\frac{3}{4}$ -ton carrying capacity, busses, boats or boat trailers, jet skis, campers or camper trailers, house or horse trailers, ATV's, dune buggies, and snowmobiles.

#### **3. Operation of Vehicles**

- (a) All vehicles, including bicycles, shall observe all posted speed and traffic regulations.
- (b) The speed limit on Meridian property is 5 MPH.
- (c) Vehicles should be driven so as not to disturb other residents. Peeling tires, racing engines, blowing horns, and blasting sound systems are prohibited.

#### **4. Parking**

- (a) Residents may park their registered vehicles either in their assigned garage space or (with the exceptions noted in d-f below) in any available parking space on the outdoor deck. For Rules governing assigned garage spaces, see Rule IV(B), Assigned Garage Spaces.

- (b) With the exceptions noted in d-f below, guests may park in any available parking space on the outdoor deck.
- (c) Overnight guests parking on the deck (or in the resident's assigned garage space) must register their vehicles with the Reception Desk.
- (d) Only vehicles displaying valid Disabled Parking licenses or Disability Placards may park in the spaces marked as reserved for disabled persons.
- (e) Parking is prohibited in fire lanes, on the sidewalks or lawn, and in any area not specifically designated for parking.
- (f) The service parking area adjacent to the service entrance on the west side of the building is reserved for service and contractor vehicles.
- (g) Any vehicle parked or stored in violation of these Rules may be removed from the premises after notice or (in the case of a vehicle not currently registered with the Meridian) attempted notice.
- (h) Existing outlets in the garage are not for electric cars. Residents wishing to charge electric cars on the premises shall install at their expense their own metered outlets.

## **B. Non-motor Vehicles**

1. Bicycles ridden on Meridian property must observe the same operating rules as motor vehicles.
2. Bicycles may be ridden on Meridian property only to enter and exit the property.
3. Bicycles may be stored only on hooks in the resident's assigned garage space.
4. Tricycles, bicycles, scooters, skate boards, and similar riding toys may be ridden on the sidewalks only. They may not be ridden in the parking lot or on the lawns.

## **VIII. Recycling and Rubbish**

### **A. Recycling**

1. The Meridian recycles paper, glass, metal and plastic.
2. Newspapers and other clean paper and cardboard should be placed in brown paper bags for recycling.

3. A bin for recycling paper is located just inside the service entrance. This area may be accessed through the service elevator rear door or through the hall by the mail room.
4. Recyclables other than paper should be bagged and placed in the bin(s) labeled "Recycle" outside the service entrance.

#### **B. Trash Chute and Compactor**

1. The trash chutes off the laundry rooms lead to a trash compactor on the first floor.
2. Trash chutes may be used only between 7:00 AM and 10:00 PM.
3. Trash must be sealed securely in a plastic bag before being placed in the chute.
4. Newspapers, cardboard boxes, wire coat hangers, books, wood, and any other items that cannot be compacted may not be put down the chute.
5. Cigarette and cigar butts must be fully extinguished and bagged before being placed in the chute.
6. Large items should not be forced down the chute.
7. If you experience a problem with the chute, immediately notify the Reception Desk.

#### **C. Large Items and Contractor Debris**

1. Residents should place items of rubbish that do not fit or are not permitted down the chute in the outdoor trash bins on the west side of the building. Large items (e.g., furniture and mattresses) may be placed on the ground near the trash cans.
2. Contractors are required to haul away construction and other debris, such as old carpeting, cabinets and plumbing fixtures. Please inform your contractor ahead of time that "haul away" is part of the job; unless arrangements have been made with the building manager.
3. Residents replacing a large appliance must arrange for the deliverer of the new appliance to haul away the old one.

## **IX. Pets**

**A. Permitted pets:** Residents may keep in their units only the following pets:

1. One dog that does not exceed a mature weight of 30 pounds;
2. Except for cats residing in a unit on the effective date of these amended rules, not more than two domestic cats;
3. Birds in cages;
4. Fish in aquariums;
5. Other common pets such as hamsters, gerbils and turtles as long as said pets are confined to cages or tanks;
6. An animal kept as an “animal assistant,” as defined in Ohio Administrative Code 4112-05-02.

**B. Prohibited Animals:** Residents may not keep any of the following animals in their units:

1. Any animal kept, bred or maintained for commercial purposes;
2. Any livestock or poultry;
3. Any wild or exotic animal;
4. Any snakes or other reptile;
5. Any potbelly pig or other swine;
6. Any animal that causes unreasonable disturbance or becomes a nuisance to other residents;
7. Any animals not kept, controlled or maintained in accordance with these rules.

**C. Control of Pets**

1. All pets on the premises shall be leashed or in a pet carrier at all times when outside the resident’s unit.
2. Residents shall use the service elevator, unless it is marked unavailable, for taking pets in and out of the building.

3. Pets shall enter and exit the building through the garage or service (west) entrance by the service elevator rear door.
4. Dogs shall be exercised only in the dog run area.
5. Dogs shall be taken to the dog run area immediately upon exiting the building and prior to walking them up to Lake Avenue.
6. Pet owners shall not permit dogs to urinate or defecate other than in the dog run area.
7. Pet owners are responsible for immediate and complete clean-up of animal feces.
8. No pet shall be tied, fenced or housed on a balcony or outside a condominium unit.
9. With the exception of animal assistants, pets are not permitted in the lobby or front entrance, the front office, the party room or gallery, the lower level recreational areas, the picnic and pool areas, or areas east of the building.
10. Dogs on leashes are permitted in the rear lobby entrance and the hallway going to the mailroom.
11. Pet owners are responsible for any damage to the premises caused by their pets.
12. No unit owner shall permit a dog not permanently residing in the unit to remain in the unit overnight.
13. Any pet causing or creating a persistent nuisance or unreasonable disturbance, or violating the Rules, shall be permanently removed from the Condominium Property upon three (3) days written notice by the Board.

## **X. Staff**

- A. The Meridian Board of Directors, elected by the Owners, employs our staff, which includes a building Manager, Receptionist, bookkeeper, and maintenance and cleaning personnel.
- B. Residents are not permitted to give work instructions to any staff member or contractor of the Meridian, such as landscaper or snowplow driver.

- C. Except in the case of emergency, residents observing the need for repair or cleaning in any of the common areas shall fill out a Request for Repair Form at the Reception Desk.
- D. If a resident observes that a staff member is not properly performing his or her duties, the resident should discuss the matter with the building Manager.
- E. Our employees are not qualified as law enforcement officers and do not have responsibility for law enforcement at the Meridian. Please call the Lakewood Police Department if you are the victim of or observe criminal activity.

**F. In-Suite Maintenance:**

- 1. As a service to residents, the Meridian maintenance crew is available to perform small repair and maintenance jobs in individual units.
- 2. The cost for this service is available at the Reception Desk.
- 3. A resident desiring in-suite maintenance should fill out a request form at the Reception Desk.
- 4. Except in the case of emergency, work will be performed in the order requested and as time permits.

**XI. Reception Desk**

- A. The Reception Desk is staffed 24 hours a day, seven days a week.
- B. The primary function of the Receptionist is to provide security by monitoring the security cameras and the people entering the building. It is difficult for the Receptionist to provide this security if residents are engaging the Receptionist in lengthy conversation.
- C. In addition, residents and owners should go to the Reception Desk in order to:
  - 1. Complete the building census sheet at time of move-in;
  - 2. Schedule a move-in or move-out or partial move;
  - 3. Reserve the use of the hobby room, picnic area, grills, billiard room, or racket ball court;
  - 4. Request in-suite maintenance;
  - 5. Request repair to the common areas;

6. Register vehicles;
7. Complete forms giving a third party permission to enter the resident's unit in the resident's absence;
8. Complete "away forms" instructing staff to hold mail in the resident's absence from the unit;
9. Obtain the key to the resident's unit in the case of accidental lock-out;
10. Receive packages delivered;
11. Notify Association of parking by overnight guest;
12. Post notice on bulletin board.

## **XII. Security**

### **A. Emergency Procedures**

1. Each unit has been given a card outlining the procedures to follow in case of emergency. Please place the card where it will be readily accessible in an emergency. If you do not have an emergency procedure card, please obtain one from the Manager.
2. If a medical or fire emergency occurs in your unit, call 911 first; then call the Reception Desk, if possible.
3. If you hear the fire alarm sound, STAY IN YOUR UNIT with the door closed.

### **B. Building Keys**

1. Keys to the building (as opposed to keys to the unit) may not be duplicated.
2. Lost building keys may be replaced at the Reception Desk for a fee.
3. Under no circumstances, may a resident give a building key to a nonresident.
4. If you wish a nonresident to have access to your unit when you are not home, please fill out a form at the Reception Desk. The Receptionist will admit that person to the building and allow them to go to your unit.

### **C. Building Census**

1. Within 30 days of purchase, a unit owner shall complete a Building Census Form providing the Association with the following information:
  - (a) The name of all occupants of the unit;
  - (b) The home address, home and business mailing addresses, and the home, cell and business telephone numbers of the unit owner and all occupants of the unit;
  - (c) The name, business address, and business telephone number of any person who manages the owner's unit as an agent of that owner;
  - (d) The license number and vehicle description of all vehicles owned or operated by residents of the unit and maintained on Meridian property;
  - (e) Within 30 days after a change in any information provided in a-d above, the unit owner or resident shall notify the Association in writing of said change;
  - (f) The Board may request a unit owner to verify or update the information supplied above;
  - (g) The Association will not share information provided with other residents or third parties.

### **XIII. Sale or Rental of Unit**

- A. All owners are required to notify the Manager in writing of any changes in occupancy.

#### **B. Sale of Unit:**

1. The owner must notify the Manager that the unit is available for sale within 10 days of the decision to sell and/or the signing of a listing agreement with a realtor.
2. The owner must arrange with the Manager for a maintenance fee update letter and certificate of insurance to give to the buyer.
3. The owner must notify the Manager before scheduling an open house to show the unit.
4. The owner must submit to the Manager a copy of the purchase agreement.
5. The purchase agreement and deed must both provide that they are subject to the Declaration of Condominium Ownership of the Meridian

Condominium. The owner should consult the Declaration and By-laws when selling a unit.

6. The owner must supply the purchaser with a copy of the Declaration and By-Laws along with a current copy of the Rules.

**C. Rental of Unit**

1. The owner must supply the Manager with a signed copy of the lease agreement at least 10 days prior to the effective date of the lease.

2. The lease agreement must be for a term of not less than one year or more than two years.

3. The lease agreement must contain a clause making it subject to the covenants and restrictions in the Meridian Condominium Declaration and Bylaws and to the Rules and Regulations of the Meridian.

4. The lease agreement must prohibit the tenant(s) from subletting.

5. The owner is responsible for making the tenant(s) aware of the Rules and Regulations of the Meridian.

6. The owner shall supply a copy of the Bylaws and Rules to the tenant(s).

7. The owner is responsible for violations of the Rules and Bylaws by the tenant(s), and is liable for any fines and recourse against a tenant.

**XIV. Moving In and Moving Out**

**A. Scheduling:**

1. All moves must be scheduled in advance with the Reception Desk.

2. Moves will be scheduled on a first-come, first served basis.

3. No more than one move will be scheduled for any given day.

4. All moves must be conducted between 8:00 AM & 6:00 PM Monday through Friday. Moves must be completed no later than 6:00 PM. No moves are permitted on the weekends.

## B. Deposits

1. A refundable security deposit is required for all moves:
  - (a) If the move is conducted by a licensed professional moving company, the amount of the deposit is \$500;
  - (b) If the move is conducted without the services of a licensed, professional moving company, the amount of the deposit is \$1000.
2. Meridian staff, accompanied by the resident, will conduct an inspection of the freight elevator, hallways and entrances before and after the scheduled move. The cost of repairing any damage will be deducted from the security deposit.
3. The full security deposit will be refunded if all moving rules are followed and no damage is caused by the move.

## C. Transporting Belongings

1. Freight Elevator: Only the freight elevator may be used for moving or transporting large items.
2. Service entrance: All furniture and other items must be brought in and out through the service entrance on the west side of the building.

## XV. Delivery or Removal of Large Items:

1. This section deals with bringing into or taking out of a unit one or more large items, such as having a new refrigerator delivered or carrying an old sofa out of a unit. Any movement of goods that accompanies a resident's move into or out of a unit is not covered by this section.
2. Only the freight elevator may be used to transport large items. Items must be brought in and out through the service entrance.
3. Large items may be transported during the following hours only:
  - (a) If locking off the freight elevator is not necessary-- 8:00 AM to 6:00 PM, Monday through Friday, and 10:00 AM to 6:00 PM, Saturday;
  - (b) If locking off the freight elevator is required-- 8:00 AM to 6:00 PM, Monday through Friday only.
4. Any transporting of items that requires locking off the freight elevator must be scheduled in advance. Residents not anticipating locking

off the elevator are strongly advised to call the Reception Desk in advance to check that their delivery or transport will not conflict with any scheduled use of the freight elevator.

5. Although no security deposit is required to transport large items in the freight elevator, owners are responsible for any resulting damage.
6. See also Deliveries, below.

## **XVI. Deliveries & Mail**

- A. The rear service entrance on the west side of the building shall be used for all deliveries.
- B. The Reception Desk will receive packages delivered for residents and post notice of these deliveries on the bulletin board.
- C. The Reception Desk will also receive local deliveries of dry cleaning, flowers and the like, and post notice of these deliveries on the bulletin board.
- D. The Reception Desk will allow a delivery person to deliver an item to a resident's unit only if:
  1. The resident is home and instructs the Receptionist to send the delivery person to the unit; or
  2. The resident has completed a form at the Reception Desk authorizing the delivery person to enter the unit in the resident's absence.
- E. Unless arrangements have been made with the Manager in advance, no deliveries will be made or accepted before 8 AM or after 6 PM, Monday through Saturday.
- F. Delivery or removal of Furniture and Other Large Items: See Delivery and Removal of Large Items above.
- G. Registered and Certified Mail: The Receptionist will sign for certified or registered mail only if the resident to whom it is addressed has signed a permission slip authorizing the Receptionist to do so.
- H. Away Slips: If you plan to be away from the Meridian for more than a few days, please complete an Away Slip at the Reception Desk requesting that any mail or newspapers that cannot fit in your mailbox be held at the Reception Desk.

## **XVII. Contractors & Service People**

- A. Contractors and service people must park their vehicles on the west side of the building near the service entrance. Overflow parking for contractors is on the south side of the deck.
- B. Service people may enter and exit only through the service door on the west side of the building.
- C. All service people must check in at the Reception Desk.
- D. The Reception Desk will allow a service person to proceed to a resident's unit only if:
  - 1. The resident is home and instructs the Receptionist to send the person to the unit; or
  - 2. The resident has completed a form at the Reception Desk authorizing the person to enter the unit in the resident's absence.
  - 3. Except in the case of emergency, any remodeling or repair work may be performed only between 8:00 AM and 6:00 PM, Monday through Friday, and 10:00 AM and 6:00 PM on Saturday.

## **XVIII. Miscellaneous**

- A. **Christmas trees:** Live cut trees and live wreaths are not allowed in the building.
- B. **Tag sales**
  - 1. With the exception listed in paragraph 2 below, sales of used household or personal articles to which the general public is invited are not allowed.
  - 2. The heirs of a deceased owner resident may conduct an estate or liquidation sale in the unit of the deceased provided that:
    - (a) The heirs notify the Manager;
    - (b) The sale is limited to no more than 3 consecutive days between the hours of 10:00 AM and 4:00 PM;
    - (c) The heirs have at least two people present during the entire sale (in addition to salespeople in the unit) to conduct people to and from the lobby;

- (d) In the event members of the general public are found unescorted in any area of the building, the Manager may discontinue the sale.

## **XIX. Examination of Books**

A. The Manager of the Board will make electronic versions of minutes of Board meetings and Association financial statements available to unit owners who request them. Hard copies of the most recent minutes and financial statements are also available for review at the Reception Desk.

B. Pursuant to ORC 5311.091, a unit owner may examine the books, minutes and records of the Association by contacting the Manager and scheduling a time and method for examination.

C. The unit owner may request copies of any records examined. The cost of copying is as follows:

1. No charge for documents transmitted electronically;
2. Ten cents per page for black and white photocopies in excess of ten pages per month.

D. Unit owners are not entitled to examine and copy the following:

1. Information pertaining to personnel matters;
2. Communication with legal counsel or attorney work product;
3. Information pertaining to contracts or transactions currently under negotiation that are incomplete or subject to a confidentiality agreement;
4. Information relating to enforcement of the Declaration, Bylaws or Rules against individual unit owners;
5. Information the disclosure of which is prohibited by law.

## **XX. Rule Violations & Neighborly Disputes**

A. Complaints against anyone violating the rules must be submitted to the Manager in writing and must contain the date, signature, and telephone number of the individual filing the complaint.

B. Complaint forms are available in the Manager's office.

- C. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.
- D. The Manager and Board will attempt to correct violations of the Rules. Residents are responsible for attempting to resolve on their own private disputes with other residents.

## **XXI. Enforcement Procedures and Assessments**

- A. The Board may impose interest and late charges for the late payment of maintenance fees and assessments (including but not limited to assessments imposed pursuant to subsections C through I below for violations of these Rules) and impose returned check fees.
- B. The Board will employ the following collection procedure in the event an owner fails to pay maintenance fees or assessments when due:

### **COLLECTION PROCEDURE**

1. Assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the 12<sup>th</sup> of the month.
2. An administrative late charge of ten percent (10%) of the assessment, including maintenance fees, shall be incurred for any late payment. (Subject to increase upon further notice.) If the unpaid amount, including the late charge, is not paid by the last day of the month when due, interest at the rate of ten percent (10%) per year shall be charged from the original due date on the unpaid balance until paid in full.
3. A collection letter from the Association's manager will be sent automatically to any owner whose account is two (2) months delinquent.
4. The Association's attorney will automatically file a lien against any account three (3) months in arrears. The attorney is authorized to execute and, upon satisfaction, release said lien.
5. The Association's attorney will solicit authorization to file a Complaint for Foreclosure against any Unit with an account that is five (5) months delinquent. Once authorized by the Board, the Complaint may be dismissed only upon receipt of payment in full.
6. Upon service of a Complaint for Foreclosure initiated by another lienholder, the Association's attorney will file an Answer to protect the Association's interest if there is no lien and will file an Answer and a Cross-Claim against the owner if there is a lien to pursue the amount owed the Association. Once filed, the Cross-Claim may be dismissed only upon receipt of payment in full.
7. This procedure remains in effect until duly changed by the Board.

Adopted by the Board 6/21/2011 by unanimous vote.

- C. The Board may suspend the voting privileges and use of amenities of an owner who is delinquent in the payment of maintenance fees or assessments for more than thirty days.

D. Pursuant to division (D) of this section, the Board may impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the Rules, and reasonable charges for damage to the common elements or other property.

E. Prior to imposing a charge for damages or an enforcement assessment pursuant to division (C) of this section, the Board shall give the owner a written notice that includes all of the following:

1. A description of the property damage or violation;
2. The amount of the proposed charge or assessment;
3. A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
4. A statement setting forth the procedures to request a hearing pursuant to division (E) of this section;
5. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.

F. To request a hearing, the owner shall deliver a written notice to the Board not later than the tenth day after receiving the notice required by division (D) of this section. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to division (C) of this section.

G. If a unit owner requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing.

H. The Board shall not levy a charge or assessment before holding any hearing requested pursuant to division (E) of this section.

I. The Board may allow a reasonable time to cure a violation described in division (C) of this section before imposing a charge or assessment.

J. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the unit owner.

K. Any written notice this section requires shall be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.