RULES
AND
INFORMATION

Revised August 18, 2017

THE VILLAGE COMMUNITY ASSOCIATION
26000 VILLAGE PLACE
BEACHWOOD OH 44122
Ph. 216-831-3668
Fax. 216-831-4601
Gatehouse 216-765-0000
TheVillageBeachwood.com

Village Management Co.
26949 Chagrin Blvd. #200
Beachwood, Ohio 44122
Ph. 216-831-3177
Fax. 216-831-3179
Emergency Pager 216-245-8477
# Table of Contents

INTRODUCTION ...................................................................................................................... 3
THE VILLAGE COMMUNITY ASSOCIATION ........................................................................ 3
BASIC DEFINITIONS .............................................................................................................. 4
ASSOCIATION REASONABLE MAINTENANCE RESPONSIBILITIES ................................ 4
OWNER MAINTENANCE RESPONSIBILITIES ..................................................................... 5
LIMITATIONS ON USE OF COMMON AREAS .................................................................... 6
LIMITATION ON USE OF UNITS AND LIMITED USE FACILITIES .................................. 6
ASSOCIATION FEES, COST OF COLLECTION AND LIENS ............................................ 7
VIOLATION ENFORCEMENT PROCEDURES AND FINES ............................................. 7
EXTERIOR UNIT MODIFICATIONS, CHANGES AND ADDITIONS .................................... 9
ARCHITECTURAL CONTROL AND REVIEW ................................................................. 9
GATEHOUSE PROCEDURES ............................................................................................... 11
INSURANCE ........................................................................................................................... 12
LAKES ......................................................................................................................................12
LANDSCAPING ..................................................................................................................... 13
MAILBOXES .......................................................................................................................... 13
MANAGEMENT ...................................................................................................................... 14
MEETINGS OF THE ASSOCIATION .................................................................................... 15
MOVING TO OR FROM THE PROPERTY ........................................................................... 15
PETS ........................................................................................................................................ 15
RECREATION FACILITIES ................................................................................................. 16
CLUBHOUSE PARTY ROOM ............................................................................................. 16
EXERCISE ROOM ................................................................................................................. 18
SWIMMING POOL ............................................................................................................... 19
TENNIS COURTS .................................................................................................................. 19
RUBBISH COLLECTION AND REMOVAL ......................................................................... 20
SALE OF UNITS ................................................................................................................... 20
RENTAL OF UNITS .............................................................................................................. 21
SALES OF GOODS: GARAGE, HOUSE, MOVING, ESTATE SALES ................................. 21
SNOW PLOWING ............................................................................................................... 21
TELEVISION: CABLE, SATELLITE, ANTENNA ............................................................... 22
UTILITIES ............................................................................................................................. 22
WINTER PRECAUTIONS .................................................................................................... 23
WEBSITE ............................................................................................................................... 23
TELEPHONE NUMBERS ................................................................................................. 23
INTRODUCTION

The objective of The Village Community Association is to operate the affairs of the Property and reasonably maintain the complex as a quality community for each of us to reside in and enjoy. To accomplish this, the Board of Directors established these Rules to assist you in daily living in the communal setting of the Property. These Rules were based on common sense and take into consideration the reasonable health, safety, and comfort of all Occupants. Knowledgeable and informed Owners are the key to a harmonious community. We hope you will find the Rules reasonable and cooperate by observing them. We ask that you keep the Rules handy and refer to them whenever necessary. If something should arise that is not covered herein, you may contact either The Village On-Site Manager at 216-831-3668, Village Management Company at 216-831-3177, or a member of The Village Community Association Board of Directors for assistance.

These Rules are intended to augment, not replace the Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions of The Village, and Bylaws, which is recorded with the Cuyahoga County Recorder. Owners should receive a copy of the Declaration, Bylaws and Rules from the seller at the time of purchase. If you do not have a copy of the Declaration and Bylaws, you may obtain it from the County Recorder or Management Company for a fee. If there is an inadvertent discrepancy between the content of the Rules and the Declaration and Bylaws, the Declaration and Bylaws will prevail. We may add, delete and revise guidelines from time to time to update the Rules current information and procedures. The binder format is intended to simplify any modifications.

THE VILLAGE COMMUNITY ASSOCIATION

The Village Community Association is comprised of 248 attached homes, 50 detached homes and 33 condominium units (the Verandas), as well as three privately owned and operated apartment complexes, currently known as Atrium I, Atrium II and Easthaven. Our Property is located within the City of Beachwood and utilizes the service of the Beachwood Police and Fire Departments. All streets and roadways within the Property are private and maintained by the Community Association. As a private association, we are governed by the recorded Master Declaration and Bylaws. We elect five Owners of Units to the Board of Directors, which also is comprised of one self-designated representative from Verandas at The Village Condominium, two self-designated representatives from Atrium Apartments I and II, and two self-designated representatives from Easthaven Apartments. This Board of Directors manages our affairs on behalf of all Owners, and retains the services of a professional property Management Company and an On-Site Manager to handle day-to-day operations of the Property.

GOOD NEIGHBOR POLICY

The Village Community Association Master Declaration, Bylaws and the Rules define the standard of living Occupants may expect from our communal environment. These documents are designed to reasonably protect the rights of each Occupant, but policy and procedure cannot replace common courtesy and the need to communicate with one another. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with one another, in a non-threatening way, can achieve results in a friendlier fashion. Our community spirit lies within each Occupant!
BASIC DEFINITIONS

- A “Unit” is the interior and exterior structures of a home and the footprint of land directly beneath the foundation.
- The “Common Areas” are the land area of the property, excluding land in Easthaven and Atrium Apartments, intended to remain as open areas, and the Central Facilities and the land on which the Central Facilities and Limited Use Facilities are located. Common Areas include, but are not limited to, landscaped areas, lawns, gardens, outdoor parking areas, driveways, paths, streets, buffer areas and all recreation facilities. The reasonable maintenance of the Common Areas is the responsibility of the Association, except as otherwise explained in the Master Declaration. The Common Areas are for the use and enjoyment of Occupants. Everyone is required to exercise consideration of others in their use of these areas. In general:
  - Littering is prohibited.
  - Soliciting is prohibited.
  - Signs are prohibited.
  - Noise, music or conduct which disturbs others is prohibited.
  - Any damage to the Common Area by an Owner, Occupant, Tenant or Guest will be repaired by the Association at the expense of the Owner.
- The “Central Facilities” are part of the Common Area and include the gatehouse, clubhouse, swimming pool, tennis courts, lakes, parking areas, private streets and walkways, excluding those located in Easthaven and Atrium Apartments.
- A “Limited Use Facility” is a deck, patio, gas grill and related components, owner installed gardening areas and plant material appurtenant to and intended for the use of one or a limited number of designated Units and constructed in the Common Area, excluding those located in Easthaven and Atrium Apartments. Owners are responsible for all repairs, maintenance, replacement and insurance of Limited Use Facilities. The Board of Directors has the right to regulate the construction, reconstruction, maintenance, appearance and condition of these areas.

ASSOCIATION REASONABLE MAINTENANCE RESPONSIBILITIES

- The Association reasonably maintains the Common Areas, Central Facilities and portions of the exterior of Units, excluding Easthaven and Atrium Apartments.
  - Unit exteriors, roofs and siding, excluding all foundations, doors, garage doors, windows, screens, skylights, lighting fixtures on units, patios, patio slabs, patio decks/railings and air conditioning equipment. Also excluded are repairs necessitated by water seepage into a Unit and/or casualty event.
  - Unit exterior painting, which is generally performed on a 5 to 7 year cycle.
  - Reasonable landscaping maintenance including grass cutting, fertilization of lawns, bedding installations, trees and shrubs, excluding those installed by an Owner.
  - Reasonable snowplowing of streets and driveways.
  - Exterior exterminating and wildlife control.
  - Common Area electricity, street lighting, and Association installed irrigation sprinklers.
  - Common Area and Central Facilities insurance.
  - Roads and driveways.
  - Clubhouse.
  - Exercise room.
  - Swimming pool.
- Tennis courts.
- Gatehouse and gate systems.
- Drainage systems beyond twelve (12) feet from the Unit foundation.

- To request Common Area, Central Facilities or exterior Unit maintenance service, please contact the On-Site Manager at 216-831-3668. Owners are encouraged to report to the On-Site Manager the need for any repairs that are the Association’s obligation.

- In an effort to keep Owners fees affordable, the Association tries to perform maintenance/repair work in bulk versus by a complaint-driven process.

- It is our goal to complete repairs promptly. However, many factors may affect repair completion dates such as weather, contractor availability and budget priorities.

- Owners may not give work instructions to any Association service contractor. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with our contractual agreement. All service requests must be submitted to the On-Site Manager, who issues appropriate work orders. Neither the Association nor its contractors will be responsible for maintenance, repair or replacement of Owners’ personal property in Common Areas.

**OWNER MAINTENANCE RESPONSIBILITIES**

- Owners are required to maintain, repair and replace the following components of Units and Limited Use Facilities.
  - All Unit interior maintenance, repairs and replacements.
  - All Unit structural components.
  - Doors, windows, skylights and garage doors, excluding exterior painting provided by the Association during routine painting cycles.
  - All glass and screens within doors and windows, all door and window frames and hardware.
  - Limited Use Facilities including patios, patio slabs, decks and railings.
  - Exterior lighting fixtures. Note: The Association provides replacement high-pressure sodium light bulbs for garage exterior lighting fixtures, but repair of the fixture and/or wiring is the Owner’s responsibility.
  - All heating, cooling and ventilation equipment, including pad for air conditioning compressor.
  - Unit foundations and footer drains within twelve (12) feet of the Unit foundation.
  - Fireplaces, chimneys, chimney gas lines, chimney caps and interior chimney cleaning.
  - Gas, electric, telephone, water and sewer service lines, pipes, wires and conduits.
  - Individual mailbox keys and lock (contact Beachwood Post Office).
  - Insurance (homeowners policy) to cover the complete Unit interior and exterior structure and Limited Use Facilities such as a deck or patio and personal liability.
  - Interior exterminating and wildlife control.
LIMITATIONS ON USE OF COMMON AREAS

- Any activity that creates a nuisance or disrupts the quiet enjoyment and use of the Common Areas is strictly prohibited and may subject the violator to sanctions and fines by the Association.
- Owner modification to the Common Areas is prohibited without the prior approval of the Board.
- No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted on the Property.
- Owners are prohibited to erect, construct or reconstruct a fence on the Common Areas. Fences may be permitted upon prior written approval of the Board. (Refer to the Architectural Review section below).
- Holiday/seasonal decorations and flags are prohibited on Common Areas adjacent to Units.
- Recreational items such as basketball hoops, soccer nets, and trampolines must be portable in nature and stored within the Unit and/or garage when not in use and every evening.
- Recreational activities, including but not limited to, roller blading, and skate boarding are prohibited on streets, roadways and parking areas.
- Owners shall not, nor shall they permit anyone, to place, pour or spill any paint, oil, solvent, or other volatile/flammable material into storm sewers, the Common Area or rubbish disposal containers as such disposal is prohibited by the Ohio EPA and City of Beachwood. Contact Beachwood City Hall 216-464-1070 for information on proper disposal.

LIMITATION ON USE OF UNITS AND LIMITED USE FACILITIES

- Any Activity that creates a nuisance or disrupts the quiet enjoyment of others is strictly prohibited and may subject the violator to sanctions and fines by the Association.
- Owner modification to the exterior of a Unit or Limited Use Facility is prohibited without the prior written approval of the Board. (Refer to the Architectural Review section of the Rules).
- No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted on the Property.
- An Owner may use a portion of his/her Unit for an office or studio, providing the activities therein do not interfere with the quiet enjoyment or comfort of others.
- Holiday/seasonal decorations may be permitted on a Unit and/or Limited Use Facility upon prior written approval of the Board. If approval is granted, items may only be displayed two weeks before and after the holiday.
- Flags: One standard sized flag (not to exceed 3’x 5’) of the United States of America is permitted to be displayed on a Unit or Limited Use Facility provided that the flag mounting bracket is secured to wood trim only. The flag must be made of nylon, polyester or cotton. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The flag must immediately be removed and/or replaced once it is worn, faded and/or tattered. The installation of a free standing flag pole in the ground is prohibited.
ASSOCIATION FEES, COST OF COLLECTION AND LIENS

• Owners are required to pay for their proportionate share of the Association’s Common Costs and Reserves. The Board of Directors annually prepares and approves a budget for said expenses and reserves and sets the amount of fees to be assessed to Owners for the next calendar year. Owners are assessed monthly fees beginning on January 1 of each year. The Management Company will annually issue billing coupon books to Owners prior to the commencement of the year. The billing method is subject to change.

• Fees are to be paid by check, made payable to The Village Community Association, and mailed or delivered to Village Management Company. Payment method is subject to change upon Association request, including requirement to participate in ACH electronic withdrawal payments.

• Monthly fees are due in advance on the first day of every month, and are considered late if not received by the Management Company by the tenth day of the month.

• An administrative late fee equal to 10% of the monthly fee amount shall be incurred for any late payment and/or on any unpaid balance.

• Interest of 1.5% per month shall be incurred on any unpaid past due balance.

• An administrative processing fee of $35.00 shall be charged for any returned check.

• Unpaid fees and assessments may cause a lien and foreclosure action to be filed against the Unit of the delinquent Owner.

• Any expenses or costs, including reasonable attorney’s fees, paralegal fees, filing fees, recording fees, title reports and court costs incurred by the Association in the collection of delinquent Association fees, assessments, fines or special assessments will be added to the amount owed by the delinquent Owner.

• Any costs to effect a legal remedy to enforce compliance with the Declaration, Bylaws or Rules, including collection and reasonable attorney’s fees, shall be added to the account of the violating Owner.

• Any payments made by an Owner shall be applied in the following order:
  1. Interest owed to the Association.
  2. Administrative late fees owed to the Association.
  3. Collection costs, attorney’s fees, and paralegal fees incurred by the Association.
  4. Fines chargeable to the Unit.
  5. Principal amounts owed to the Association for Common Costs.

VIOLATION ENFORCEMENT PROCEDURES AND FINES

• Owner shall be held responsible for any violation of the Declaration, Bylaws or Rules committed by the Owner, Occupants, invitees, or guests of his/her Unit, including Tenants.

• The Board of Directors shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws or Rules 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.

• In addition to any other action and in accordance with the procedure outlined below, actual damages and/or a fine of up to $250.00 per occurrence or, if the violation is of an ongoing nature, per day, may be levied by the Board upon an Owner in violation.

• All costs for repairs and/or remediation stemming from a violation will also be added to the fee.
Prior to the imposition of a charge or fine for violations, the following procedure will be implemented:

1. Written notice will be served upon the alleged responsible Owner either by delivery to the Owner’s Unit, U.S. mail, fax or email specifying:
2. A description of the alleged violation and the proposed charge or fine.
3. A reasonable date by which the Owner must cure the violation to avoid the proposed charge or fine.
4. A statement that the Owner has a right to a hearing before the Board of Directors to contest the proposed charge or fine.
5. To request a hearing, the Owner must mail or deliver a written “Request for a Hearing” notice in the form prescribed by the Association, which must be received by the Board not later than the tenth day after receiving the notice required above.
   a. If the Owner timely 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. If the Owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to that hearing is waived, and the charge for damages and/or a fine will be immediately imposed; and
   b. At the hearing, the Board of Directors and the responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Owner to abate action, and intent to impose a fine shall become a part of the hearing record. The Owner will then receive notice of the Board’s decision and any fines imposed within 30 days of the hearing.
6. The Association may file a lien for fines and/or damage charges, which remain unpaid for more than 10 days.

COMPLAINT PROCEDURE

Policy and procedure cannot replace courtesy and the need to communicate with neighbors/Owners. Therefore, before filing a complaint, attempt to have a personal discussion with neighbors. Neighbors talking with each other in a non-threatening way can achieve quicker results in a friendlier manner. Our community spirit lies within each Occupant.

Complaints alleged against anyone violating the Rules are to be made to the Management Company in writing, citing the name of the violator and the nature, location, date and time of the violation and the signature of the individual filing the complaint. Written corroboration of any complaint should be obtained by the complainant from a third party or neighboring Owner and supplied to the Management Company.

After receipt of the complaint, the Management Company will contact the alleged violator in an effort to gain the alleged violator’s agreement to cease the violation.

If efforts to gain compliance are unsuccessful, the Owner will be subject to a sanction in accordance with the enforcement provisions contained in the Enforcement Procedure.
EXTERIOR UNIT MODIFICATIONS, CHANGES AND ADDITIONS

- Alterations or additions to the exterior of a Unit may be undertaken with the prior review and written approval of the Architectural Review Committee and Board of Directors. A written request and professional site plan drawings must be submitted as indicated below in the “Owner Procedures to Obtain Architectural Planning Review and Approval for Exterior Renovations”.
- Upon approval by the Architectural Review Committee and Board of Directors, plans must be submitted to and approved by the City of Beachwood Architectural Board of Review and the Planning & Zoning Board prior to any modifications to the exterior of a Unit.
- Owner shall bear all costs for architectural drawings, land costs, legal fees, permit fees, etc. involved in said projects.
- Owner’s proportionate share of the Association’s common costs and reserves shall be increased based upon the increased size of the Unit resulting from any Unit addition.
- All exterior alterations must be maintained by the Owner and any subsequent purchaser of the Unit, so that it does not detract from Property.
- Modification to the surrounding landscaping of a Unit requires prior submittal of plans to, and written approval from, the Association’s Architectural Review Committee.
- Only Owners who are current in the payment of all Association fees and assessments may submit a request for an exterior modification.

ARCHITECTURAL CONTROL AND REVIEW

- **Owner Procedures to Obtain Architectural Planning Review and Approval for Exterior Modifications, Renovations and Additions**

1. Owner shall engage the services of a competent architect and surveyor as necessary to prepare site plan indicating that addition will not encroach on right-of-way lines and/or easements.
2. Owner will be required to purchase the land area under permanent additions to dwellings, paying land costs, legal fees and all submittal fees to the county auditor for real estate taxes and assessments.
3. Upon completion of site/building addition plans by Owner’s architect and surveyor, the Owner shall complete the following:
   A. Notify Owners adjacent to and across the street from the Unit to be remodeled through written letter to obtain their signatures acknowledging proposed remodeling.
   B. Submit four (4) sets of drawings and color photos for architectural review by the Architectural Review Committee.
   C. Owner shall pay any and all fees necessary to obtain approval by the Association legal advisor to review survey plat and legal description, which must be submitted to the City of Beachwood Planning & Zoning Board for approval.
   D. Upon approval of drawings by the Architectural Review Committee and Board of Directors, Owner and/or contractor must submit approved plans to the City of Beachwood Building Department for their review and approval by the Architectural Board of Review and Planning & Zoning Board when required by expansion of Owners Unit.
   E. Committee architect and/or members will not create drawings for Owners.
4. The Architectural Review Committee requires:
   A. Four (4) sets of signed and sealed drawings, which must be drawn to scale, and must clearly and accurately depict the proposed work.
B. Each set of plans and specifications must include the name, address and phone number of the Owner and property, as well as that of the architect who prepared the drawings and/or survey.

5. Drawings shall include:
   A. Site Plan at 1”=20’-0’ scale, which shows the footprint of the Unit with the following items dimensioned:
      1. Front, side and rear yard setbacks (review zoning and any deed restrictions).
      2. Location of the proposed addition in relation to the street, any drives, parking areas, tree lawn, walkways, or other adjacent Units.
      3. All lot dimensions.
      4. Location of any easements.
      5. All finished floor elevations.
      6. Lot Split Description.
      7. Consolidation Description.
   B. Landscape Plan at 1”=20’-0” scale, showing landscaping redesign. This plan is necessary only if Unit remodeling is an addition requiring significant landscaping changes.
   C. Foundation Plan at a minimum scale of 1/4”=1’-0”, which must include a complete footer and foundation plan:
      1. Footings.
      2. Complete structural framing information.
      3. Complete drainage information including footer drains and downspouts.
   D. Floor Plan(s) at a minimum scale of 1/4”=1’-0”, which must show whole existing Unit and all new construction:
      1. Locations of all major elements of the plan, walls, windows, doors, steps, chimneys, fireplaces, etc.
      2. Include any new structural framing information.
   E. Wall Sections(s) at a minimum scale of 1/2”=1’-0”.
      1. Must include from below footer to above the highest element on the roof.
      2. A typical wall section may be permitted if the structure is the same on all sides.
      3. Sections through overhangs or special and significant architectural elements must be shown.
      4. Notations shall include the types of materials being used, dimensions, and insulation values.
   F. Exterior Elevations at a minimum scale of 1/4”=1’-0”.
      1. For an alteration/addition, all sides modified must be shown. Any submission not including all necessary elevations will be deemed incomplete.
      2. For an alteration/addition, all materials shall match existing materials and colors.
      3. Show all proposed openings, doors, windows, etc.
      4. Provide a color schedule of all elements on elevation drawing.
   G. Photographs (one set):
      1. Submission must include exterior color photographs that shall show all sides of existing structure where possible or applicable.
      2. Any submission not including photographs at time of submission will be deemed incomplete.

6. City of Beachwood approvals:
   A. Architectural Board of Review meets the first and third Tuesday each month at 7:00 p.m.
   B. Planning & Zoning Board meets on the last Thursday each month at 7:00 p.m.
   C. Owner’s architect should call the City to verify by which dates to submit drawings prior to meetings, so as to be included on meeting agendas.
7. For landscape remodeling only, Owner shall engage the services of a competent landscape architect to provide a Landscape Plan at 1”=20’-0” scale indicating the sizes and locations of all trees, shrubs and other plantings, plus mounding, to be shown as they relate to the Unit. This plan shall be presented to the Architectural Review Committee for review and approval.

GARAGES, PARKING and MOTOR VEHICLES

- Driveways shall not to be used for long-term or overnight vehicle parking or storage. The garage must be used as the primary parking space when vehicles are not in use and overnight.
- Beachwood ordinance prohibits the overnight parking of vehicles on Village streets. Overnight guest parking in Common Area parking spaces is permitted. Guest spaces must be vacated to facilitate snow removal.
- Unlicensed and /or inoperable vehicles are prohibited, except within the confines of garages.
- Trucks (commercial and non-commercial), recreational vehicles, including but not limited to, campers, watercraft, boats and trailers are prohibited from being parked or stored on any street or driveway or used for purposes other than ingress/egress to a residence, except upon the prior, written approval of the Board.
- Tractor trailers, commercial tractors, trailers, commercial vehicles, mini bikes, motorcycles, mopeds, road machinery or excavating equipment are prohibited to remain on any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction, maintenance or repair of buildings, structures or surrounding landscape as the Board so determines.
- Motorized vehicles are prohibited on walkways and trails.
- Vehicles creating excessive noise or disturbance are prohibited.
- Garage doors shall be kept closed unless activities directly related to the garage are in progress, such as car washing, loading/unloading or service personnel entering/exiting the Unit.

GATEHOUSE PROCEDURES

- Occupant admission to the Property is achieved only with remote gate control devices. One (1) remote control is distributed per vehicle for permanent Occupants only, with a maximum of two (2) per household. Remotes will not be issued to family members, guests, domestic workers or service contractors. Remotes shall be returned to the on-site manager upon the sale of a Unit. Owner shall be charged $150.00 for each remote that is not returned. Lost, stolen or unreturned remotes may be de-activated and rendered inoperable. Replacement remotes are available from the on-site manager for $150.00.
- Guests will be admitted via manual admission by the gate staff. Occupants are required to notify the gate staff in advance of expected guests or service contractors/personnel. The gatehouse telephone number is 216-765-0000.
- The gatehouse staff will accept envelope type parcels for Occupants, only if the Occupant is unavailable and has signed a Waiver of Liability form. Packages, large parcels and USPS mail will NOT be accepted due to limited space available within the gatehouse. Association is not liable for damaged, lost or undelivered items.
• Gate attendants are responsible for enforcing Rules. Please respect their authority.
• Safety and Security: The gate attendants are not security guards or policemen. They do not provide law enforcement, security of persons or property, or the prevention of crime. Their function is to provide convenience for Owners, Occupants and their guests. Please immediately notify the Police of any criminal or suspicious activity, then advise the gatehouse staff.

INSURANCE

• The Village Community Association is not a condominium; it is a Planned Unit Development. There is no Association master insurance policy covering any portion of the Unit structures. The Association provides only liability and casualty coverage on the Common Areas of the Property.
• Owners own and must insure the interior and exterior structures of their Unit by purchasing an all-risk replacement cost homeowners policy. The Village Community Association and Village Management Company must be named as additional insured on your liability policy. Your agent must provide proof of this coverage to Village Management Company either via mail to 26949 Chagrin Blvd. #200 Beachwood, Ohio 44122 or via fax to (216) 831-3179.

LAKES

• Use of the lakes is restricted as follows:
  No swimming or wading.
  No fishing.
  No boating.
  No dumping of trash or pollutants.
  No throwing or skipping stones.
  No feeding water fowl.
  No ice skating or walking on frozen lakes.
• All persons, Owners, Occupants and their guests must maintain a distance of at least six (6) feet from the lakes and exercise extreme caution when venturing near or around the lakes for their personal safety. The Association, its Board of Directors, Agents, Management Company and employees disclaim any and all liability for any injury, death, disease or disability of any nature, arising out of the use and or maintenance of the lakes and drainage ways.
• Prohibition of the above activities is not intended to diminish Occupants’ enjoyment of the lakes, but is to promote the reasonable safety of Occupants and their guests and help keep the aerators operating properly, reduce algae levels and minimize expensive maintenance costs.
LANDSCAPING

- The Association contracts with a professional landscape service company to provide a reasonable level of service for the Common Areas, including those areas around Units. This service includes reasonable spring cleanup, weekly grass cutting, periodic weed control, fertilization, bed edging, bi-annual shrub trimming and leaf removal in the fall.
- No changes or additions to landscaping may be made without prior, written authorization of the Board. Bear in mind that all areas outside your Unit are Common Area and subject to the Rules.
- Mulch application to the planting beds around Units is not routinely performed. Owners may install mulch to the existing planting beds at their own expense.
- If you wish to have additional services performed by the Association contractor or an outside contractor in the area adjacent to your Unit, you may do so at your own expense with Board prior written approval in compliance with the Association’s Architectural Control procedures.
- One (1) landscape ornament is permitted with prior written Board approval. It may not exceed four (4) feet in height and must be contained within bedding areas, rather than on the grass, to allow access by lawn mowers. If ornamentation interferes with performance of landscape maintenance, the Association reserves the right to have it removed. We do not want to stifle individuality, but we do want to avoid a cluttered look.
- The Association provides and reasonably maintains a Common Area irrigation system to water the turf areas. During the hottest part of the landscape season, Occupants should water any areas not covered by this irrigation system to prevent grass and plant material from browning or dying. Occupants should also water new tree, shrub or plant installations. This Owner cooperation requirement is intended to save money by preventing expensive landscape repairs and replacements.
- Owners, at their expense, may plant seasonal flowers in beds adjacent to Units without prior Board approval, providing the height and size does not exceed three feet. An example of an unacceptable flower is a sunflower. Flowers should be planted far enough away from the grass line to avoid damage from mowers and weed-eaters. Maintenance, seasonal removal and cleanup of Owner-installed plant material shall be the Owner’s responsibility.
- Installation of any tree or plant material that could encroach upon or potentially cause damage to a Unit structure, Common Area or utility service line is prohibited. Examples of unacceptable plantings would be vines or willow trees.

MAILBOXES

The mailboxes are the property of the U.S. Postal Service. Mailbox locks and keys may be replaced for a fee by contacting the local post office. The Association and Management Company do not have keys to the mailboxes. Owners must turnover the mailbox keys to the new Owner upon sale of a Unit.
MANAGEMENT

The Board of Directors, on behalf of the Association, has contracted the services of a professional Management Company and an On-Site Manager to conduct the day-to-day management activities and operations of the Property, under the direction of the Board. The On-Site Manager generally fields maintenance requests, prepares and distribute work orders, oversees the daily activities of contractors and employees, inspects Common Areas, enforces compliance with the Rules and is the initial management contact person and liaison between Owners, Board of Directors and the Management Company. The Management Company generally and reasonably performs the following items under the direction of the Board.

- Attends regularly scheduled Board meetings, Annual Meetings and special meetings.
- Maintains records relating to Association membership, administration, correspondence and business matters.
- Assists in the implementation and enforcement of Association policies and Rules.
- Responds to correspondence from Owners, Occupants and sales agents. Completes loan questionnaires, processes escrow demands and right of first refusal requests, updates and maintains records to reflect changes in Unit ownership.
- Assists the Board in hiring, overseeing, disciplining, and discharging employees.
- Interacts with contractors and monitors contractors’ activities, performance and workmanship.
- Assists the Board in formulating preventative maintenance procedures and schedules.
- Prepares billings and collects monthly Owner’s fees. Supervises litigation for collection of delinquent accounts.
- Maintains a system for accounts payable approval and disbursement.
- Processes over 6,500 receipt and disbursement financial transactions annually.
- Compiles monthly financial reports, containing detail of all receipts and disbursements.
- Administers employee payroll, employer’s tax returns and workers compensation returns.
- Assists the Board in investing reserve funds and monitors six reserve accounts.
- Assists in purchasing insurance coverage, obtains proposals, recommends beneficial changes.
- Assists in preparation of annual budget.
- Maintains system to order supplies and equipment.
- Performs inspections of buildings, facilities and Common Areas.
- Performs competitive bid procedures for maintenance and major repairs/improvements at the direction of the Board.
- Provides voice mail paging service to assist Owners with any Common Area maintenance emergencies occurring during non-business hours and on weekends. A maintenance “emergency” is defined as a situation affecting the safety or threatening damage of Common Areas and Units. The number for after-hours maintenance emergencies is (216) 245-8477. After the announcement, record a concise message including your name, Unit address and the nature of the problem. Any emergency affecting the health or safety of any persons or Occupant must first be reported to the Police/Fire Department by calling 911, then reported to the Management Company.
MEETINGS OF THE ASSOCIATION

The annual meeting of the Association is normally held in early Fall, at which time the results of the annual election of the Board of Directors are announced. Presently, regular scheduled Board meetings are held on the third Tuesday of each month at 6:00 p.m. at the Clubhouse, except for February. Owners are welcome to attend any meeting as observers and may address the Board on a specific issue upon prior request to the On-Site Manager to be placed on the agenda. Meeting dates are subject to change.

MOVING TO OR FROM THE PROPERTY

- Owners, Occupants and moving contractors shall conduct all activities related to moving in/out of a Unit and the Property only between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays and only upon five (5) business days advance notice to the Management Company. Said notice shall include the name and telephone number of the moving company.
- Moving trucks shall register at the gatehouse upon arrival. Owner shall be responsible for costs of repairing damages to lawn or other Common Areas that result from the move and/or caused by the movers.

PETS

- Dogs, cats or other household pets are permitted, provided they are not kept or bred for commercial purposes.
- Pets may not roam the Property unattended. They must be on a hand-held leash not exceeding five (5) feet in length at all times when outside a Unit. Pets may not be housed outside a Unit, nor may they be tied up or tethered outdoors.
- Pets may only be walked within fifteen (15) feet of the pet Owner’s Unit or within six (6) feet of the edge of roadways and walking trails. Pets may not be walked in the areas around the Units of other Owners.
- Pet owners and handlers are responsible for the immediate and complete clean up of their pets’ wastes, whether walking the pet just outside your door or down the street. Carry a plastic bag or “pooper scooper” at all times. “Fido Stations” are located on Village Lane between Easthaven/Nantucket Court and Sherwood Court/Village Lane for the convenient disposal of pet wastes.
- Do not toss plastic bags down the sewer grates, or you will clog up our sewer lines, pollute our lakes and damage the aerators.
- Picking up dog waste is not the job of the landscapers. In fact, it interferes with their work by soiling and hampering the proper operation of their equipment. The landscapers may withhold service to the Common Area around a Unit if excessive dog wastes are present.
- Nuisance, excessive barking is prohibited.
- Feeding stray and/or wild animals is prohibited.
- Birdfeeders are prohibited. Feeding of wildlife such as geese, ducks, squirrels, etc. is prohibited. These practices attract rodents, create a health hazard and create an unsightly appearance.
- Violations of the pet rules may result in a fine of up to $250.00 per violation occurrence.
RECREATION FACILITIES

The Clubhouse, Swimming Pool, Tennis Courts and Exercise Room are for the sole use of Unit Owners and Occupants, Verandas Owners and Occupants and Atrium Apartment Owners and Occupants. Owners and Occupants of Easthaven Apartments are prohibited as they have their own recreational facilities and do not contribute to the maintenance of our recreation facilities. Compliance with the Rules is mandatory so that all may enjoy the facilities fairly. Any Owner or Occupant that is delinquent in the payment of Association assessment fees or fines or in violation of the Declaration, Bylaws and Rules may be denied use of the recreation facilities until such time that their account is paid current or violations are corrected.

- Access into the recreation facilities is controlled by an electronic access system. To unlock clubhouse and exercise room doors and the gates to the swimming pool and tennis courts, Owners must hold their gate remote control device up to the reading device located next to the door or gate. The light on the reader will turn from red to green to indicate access is granted.

CLUBHOUSE PARTY ROOM

- Clubhouse party room use is for Unit Owners and Occupants, Verandas Owners and Occupants and Atrium Owners and Occupants only.
- Smoking is prohibited in the Clubhouse pursuant to the Ohio fire code and the Beachwood Clean Indoor Air Act. Offenders will be asked to leave and may be assessed a fine of up to $250.00 per violation and the revocation of Clubhouse use privileges. If a guest is the offender, the Owner host shall be subject to a fine. Receptacles are provided outside for disposal of cigarette butts. Do not discard butts on the ground outside the facility.
- The party room may be used for casual use events or for private events, subject to availability, upon advance reservation and approval of the On-Site Manager.
- Casual use events are defined as a limited number of Owners/Occupants, not exceeding ten (10) persons, who gather to conduct a meeting or to play cards, mah-jongg or board type games. Such use is subject to the following terms and is free of charge, provided that food is not served or consumed and the room is left clean and in the exact same condition as it was prior to use:
  1. Owner must be current in the payment of Association assessment fees and/or fines.
  2. Owner must schedule a reservation for use with the On-Site Manager. An Owner may only reserve one date at a time.
  3. Owner shall not reserve or sponsor the use of the clubhouse for non-Occupants. Owner must be present at all times during the event.
  4. Use shall not be conducted, sponsored or affiliated with any business, religious, educational or altruistic organization, industry or club. Selling of any article or item is prohibited.
  5. Smoking is prohibited.
  6. The number of persons is limited to 10.
  7. Hours: Events are to be completed and the building secured by 11:00 p.m. Sunday through Thursday and 12:00 a.m. Friday and Saturday. It is the duty of the Owner/Occupant host to notify the gatehouse when leaving so the security system may be activated for the night.
  8. The Board and Management Company may limit noise levels and disturbances at their sole discretion.
  9. Owner is responsible for the conduct of guests and shall be responsible for any and all damage that occurs to the Property during the event and use of the facility.
10. Event guests are restricted to the party room area only and may not use the swimming pool, tennis courts or exercise room.
11. Tables and chairs are not to be removed from the party room and must be returned to their original position after the event.
12. Food, consumption of food, and use of Kitchen facilities are prohibited.
13. Storage of special game materials or furniture is prohibited.
14. Piano playing, practice and lessons are prohibited.
15. Dance practices and lessons are prohibited.
16. Parking is permitted in designated parking areas only and prohibited in driveways.
17. The party room is handicapped accessible through the use of the staircase chairlift. The key to operate the chairlift may be obtained from the gatehouse and must be returned to the gatehouse at the end of the event.
18. Owners and their guests using the Clubhouse do so at their own risk and sole liability. The Association, its Board of Directors, Officers, Agents and Management Company do not assume liability for any accident or injury in connection with such use. The Owners and their guests covenant and agree with the Association for and in consideration of the use of the Clubhouse as an added facility and other good and valuable consideration to make no claim against the Association, its Board of Directors, Officers, Agents, employees and Management Company and/or Owners for or on account of any loss or damage of life, limb or property sustained.

- **Private use events** are defined as use by a specific Owner/Occupant and his/her invited guests for a specific private event by prior arrangement and execution of a use agreement with the Association, subject to the following terms:
  1. Owner must be current in the payment of Association assessment fees and/or fines.
  2. Owner must schedule a reservation for the private event with the On-Site Manager. An Owner may only reserve one date at a time.
  3. Owner must execute a use agreement and pay a use fee and security deposit to the Association two weeks in advance of the use date. Owner and caterer must meet with the On-Site Manager prior to the reservation date to make arrangements for use.
  4. Owner shall not reserve or sponsor the use of the clubhouse for non-Occupants. Owner who executed the use agreement must be present at all times during the event.
  5. Use shall not be conducted, sponsored or affiliated with any business, religious, educational or altruistic organization, industry or club. Selling of any article or item is prohibited.
  6. Smoking is prohibited.
  7. Attendance of a security guard shall be mandatory for any event at which alcoholic beverages are to be served or when the majority of guests are under the age of eighteen (18). Owner shall be responsible for hiring the guard and for payment of guard service fee.
  8. The number of persons is limited to 72. Teenage parties are limited to a maximum of 50 persons.
  9. Hours: Events are to be completed and the building secured by 11:00 p.m. Sunday through Thursday and 12:00 a.m. Friday and Saturday. It is the duty of the Owner/Occupant host to notify the gatehouse when leaving so the security system may be activated for the night. Afternoon gatherings must be cleaned up as soon as guests leave. Evening parties must be cleaned up by 10 a.m. the following morning.
  10. The Board and Management Company may limit noise levels and disturbances at their sole discretion.
  11. Owner shall provide a guest list to the gatehouse staff to expedite entry at the gate.
12. Owner is responsible for the conduct of guests and shall be responsible for any and all damage that occurs to the Property during the event and use of the facility.

13. Event guests are restricted to the party room area only and may not use the swimming pool, tennis courts or exercise room.

14. Tables and chairs are not to be removed from the party room. Tables must be placed in their original position and chairs must be returned to the storage room after the event.

15. The party room and kitchen facilities must be cleaned and all food, beverages and trash must be removed and placed in the dumpsters.

16. Use of barbeque grills inside the Clubhouse or within fifteen (15) feet of the exterior of the Clubhouse is prohibited.

17. Parking is permitted in designated parking areas only and prohibited in driveways.

18. The party room is handicap accessible through the use of the staircase chairlift. The key to operate the chairlift may be obtained from the gatehouse and must be returned to the gatehouse at the end of the event.

19. Owners and their guests using the Clubhouse do so at their own risk and sole liability. The Association, its Board of Directors, Officers, Agents and Management Company do not assume liability for any accident or injury in connection with such use. The Owners and their guests covenant and agree with the Association for and in consideration of the use of the Clubhouse as an added facility and other good and valuable consideration to make no claim against the Association, its Board of Directors, Officers, Agents, employees and Management Company and/or Owners for or on account of any loss or damage of life, limb or property sustained.

**EXERCISE ROOM**

1. Exercise Room is for the use of Unit Owners and Occupants, Verandas Owners and Occupants and Atrium Owners and Occupants only.

2. Facility hours are 6:00 a.m. to 11:00 p.m.

3. For safety reasons and based on manufacturers’ warnings, children less than fourteen (14) years of age are not permitted to use the Exercise Room and its equipment unless a signed waiver is on file and an adult Owner or Occupant is present at all times.

4. Guests are prohibited.

5. All persons using the Exercise Room do so at their own risk. The use of this facility requires proper training and physical conditioning. Use is not a supervised activity. The Association, its Board of Directors, Agents, Management Company and employees disclaim all liability for any injury, death, disease or disability of any nature, arising out of the use, maintenance, manufacture or construction of the facility and equipment.

6. All persons must wear proper athletic footwear and attire. During inclement weather, please bring along a clean, dry pair of athletic shoes.

7. Food is prohibited. Non-alcoholic beverages in plastic containers are permitted, provided they are not consumed while using the equipment.

8. All persons must provide their own towels to wipe off equipment after use.

9. Use of each piece of equipment is limited to 20-minute intervals. If others are waiting, please be considerate and shorten usage time.

10. Hand powder and rosin is prohibited.

11. Dropping weights on the floor is prohibited.

12. In the interest of safety, it is recommended that you consult a physician and trainer before beginning any exercise program. Exercise with a partner. Perform a five-minute warm up before and a five-minute cool down after exercise.

13. After use: Turn off all electronic equipment and television. Return all equipment to its proper storage area. Close all windows. Turn off the lights. Close and lock the door.
**SWIMMING POOL**

1. The Pool is for the use of Unit Owners and Occupants, Verandas Owners and Occupants and Atrium Owner and Occupants only.
2. Pool season commences Memorial Day weekend and closes Labor Day weekend.
3. Hours of operation: Monday through Friday 9 a.m. to 8 p.m.  
   Weekends and Holidays 9 a.m. to 9 p.m.
4. Children less than fourteen (14) years of age are not permitted unless accompanied by an adult Owner or Occupant at all times.
5. Everyone must sign in and provide ID upon request.
6. Guests are permitted, when accompanied by an Owner, at the discretion of the Management Company and/or the lifeguard.
7. Diving is prohibited.
8. Smoking is prohibited.
9. Eating and glass containers are prohibited in the pool area. Non-alcoholic beverages in cans or plastic containers are permitted.
10. Lap swimmers have priority in lap lanes.
11. All free-floating supports, rafts, inner tubes, balls, etc. are prohibited in the pool unless approved by the American Red Cross for safety and at the discretion of the lifeguard.
12. Incontinent persons must wear leak-proof swimwear/undergarments.
13. In the event of thunder/lightening, the pool will be closed immediately, and everyone must leave the pool area.
14. Water temperature shall be maintained at the Red Cross recommended 82-84 degrees.
15. Lockers in shower room are for temporary use and may not be locked permanently.

**TENNIS COURTS**

1. Tennis courts are for the use of Unit Owners and Occupants, Verandas Owners and Occupants and Atrium Owners and Occupants only.
2. An Owner or Occupant may reserve only one court at a time. Reservations must be scheduled with the gatehouse staff no more than 72 hours in advance.
3. Children less than fourteen (14) years of age are not permitted unless be accompanied by an adult Owner or Occupant at all times.
4. Guests are permitted when accompanied by an Owner. There must be at least one Owner playing in each game.
5. Players must wear flat-soled tennis shoes and appropriate tennis attire.
6. Eating on the courts is prohibited.
7. Singles play is limited to one hour. Doubles play is limited to one and a half hours.
8. Keep courts clean and free of old balls, cans and debris.
9. Replace broom and squeegee on court fence after use.
10. Be courteous to other players and observe all rules of court etiquette.
11. Commercial use of the courts is prohibited, including instruction for a fee.
12. Skateboards, roller blades, bicycles or animals are prohibited on the courts.
13. The gate must be closed upon leaving the tennis courts.
RUBBISH COLLECTION AND REMOVAL

- Rubbish and recyclable materials are collected every Thursday by a private rubbish hauler. If there is a national holiday, rubbish collection shall be delayed one day.
- Rubbish should be placed at the bottom of the driveway in tightly sealed black plastic bags by 10:00 a.m. the day of collection and may not be set out the evening before collection day, to minimize vandalizing birds and animals.
- Recyclable materials should be segregated and sealed in “Blue Recycling Bags” and set at the end of the driveway next to the rubbish. Paper, plastic, metal cans, glass and cardboard may be recycled. Do not recycle plastic bags, shredded paper, Styrofoam, foil, clothing, light bulbs, batteries, china, and window glass.
- Owners shall not, nor shall they permit anyone, to place, pour or spill any paint, oil, solvent, or other volatile/flammable material into storm sewers, Common Area or rubbish disposal containers as such disposal is prohibited by the Ohio EPA and City of Beachwood. Contact City Hall 216-464-1070 for information on proper disposal.
- Trashcans must be removed from the driveway as soon as possible after rubbish collection on the day of pickup.
- The rubbish hauler will only collect special and oversize items such as carpeting, furniture, appliances, etc. for an extra charge and only upon prior arrangement and payment by the Owner. The current hauler is Republic Services 216-441-6300 #2. These items may only be placed curbside on the day of the prearranged special collection.
- Construction dumpsters are prohibited without the prior approval of the Management Company.

SALE OF UNITS

- Owners shall promptly notify the Association in writing of their intent to sell a Unit and provide the name and telephone number of the real estate listing agent and escrow agent.
- “For Sale” signs are prohibited. An “Open House” sign is permitted with the following limitations:
  - Hand-written signs are prohibited.
  - One real estate agent open house sign is permitted during the hours of the open house showing only and is limited to a maximum of 6 hours at any given time.
  - The gatehouse must be given 24 hours advance notice of the open house.
- Owners shall notify the Association in writing once a purchase agreement is negotiated and provide the sale price, buyer’s name, transfer date and whether the buyer will occupy the Unit as their primary residence.
- All agent/buyer inquiries, loan questionnaires and escrow requests shall be directed to the Management Company in writing no later than 10 business days prior to closing. There is an administrative fee due from the seller for completing questionnaires, responding to escrow requests and other clerical functions involved in the transfer of ownership of a Unit. Said fee may include additional fees for documents and items that the seller did not supply to the buyer as required below.
- Owner shall provide the following items to the Buyer:
  - The Amended and Restated Master Declaration, Bylaws and Amendments
  - The Rules and Information Handbook.
  - Garage door opener remote controls.
  - Keys to Unit doors and mailbox.
If you do not have a copy of the Declaration, you may obtain one from the Cuyahoga County
Recorder or from the Management Company for a fee. Copies shall not be loaned out.

- Owner shall, within 30 days of the title transferring to the new Owner, provide to the Management Company the Owners’ and Occupants’ names, home and business mailing addresses, and home and business telephone numbers. Any changes in the information shall be provided in writing within 30 days.
- Owner and/or Occupant shall conduct all move-ins or move-outs between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays and only upon 5 business days advance notice to the Management Company. Said notice shall include the name and telephone number of the moving company.
- Moving trucks shall register at the gatehouse upon arrival. Owner shall be responsible for costs of repairing damages to lawn or other Common Areas that result from the move and/or caused by the movers.

RENTAL OF UNITS

- **No Unit shall be leased, let or rented.** This restriction does not apply to: Apartment Owners, Owners in the Verandas at The Village Condominium, Units that are occupied by the parent(s) or child(ren) of the Owner, registered “grandfathered” Unit(s).
- To meet a special situation and to avoid an undue hardship or practical difficulty, each Owner(s), after living in the Unit for one (1) year, and upon prior written notice to the Board and Management, has the right to lease his/her Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) months. This one-time hardship exception may not be extended.
- All leases must be in writing and contain a clause making it subject to the Rules and Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions of The Village Community Association. The Owner must deliver a copy of any lease to the Management Company ten (10) days prior to the beginning of the lease term.
- The Lessee must abide by the terms of the Declaration, Bylaws, and Rules. The Owner(s) shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit.
- The Owner shall be jointly and severally liable with the Lessee to the Association for the conduct of the Lessee, Lessee’s guests and/or the cost to repair any damages to the Common Areas and/or Property resulting from the tenancy.
- The Owner is responsible for providing the Lessee with a copy of the Rules and Information.

SALES OF GOODS: GARAGE, HOUSE, MOVING, ESTATE SALES

- The sale of any items or goods, including household items and furniture, on or from the Property or a Unit is prohibited. Garage, moving and estate sales are prohibited.

SNOW PLOWING

- Streets within the Property are private and not maintained by the City of Beachwood.
- The Association contracts a snow plowing company to reasonably plow our streets, guest parking areas, Unit driveways and Unit walks generally when snow accumulations exceed two (2) inches. This does not mean that plowing will commence immediately when snow accumulations reach two inches or that continual plowing will occur to prevent snow
accumulations of greater than two inches. Generally, the contractor will plow the property within twenty-four hours of the conclusion of a snowfall event. However, due to the unpredictable nature of snowstorms and lake effect snow squalls, the contractor and/or the Association cannot guarantee the timing or adequacy of plowing.

- The Association and its contractor do not salt driveways or walks. We encourage Owners to purchase ice melt product to apply to these areas near their Units whenever slippery or icy conditions exist.
- The contractor reasonably applies salt to roadways only. However, it is crucial to note that salt does not melt snow or ice instantly, and its effectiveness is very limited at temperatures below 20F degrees.
- Understand that blowing/drifting snow can obscure a recently plowed driveway rather quickly.
- All vehicles should be parked/stored in the Unit garage to allow plowing of the driveway.
- Be mindful that slippery ice and snow may exist anytime the temperature falls below 40F degrees. The Association does not guarantee or promise protection against such hazards. Your care and attention to the conditions that exist is necessary to ensure your safety while on the Property.

TELEVISION: CABLE, SATELLITE, ANTENNA

- The Association has a bulk service agreement with Spectrum Cable for the provision of basic cable TV service and 2 cable boxes to Units within the Property at a discounted rate. This service package is known as “Spectrum Select” and the cost is included in the monthly assessment fee charged to Owners by the Association. Owners and Occupants that do not use or connect to this service shall not be granted any reduction in assessment fees. Owners must contact Spectrum’s Bulk Service Customer Department at (833) 697-7328 to activate the service and obtain cable boxes. To assist the representative in locating your Unit address in their system, advise the representative that your Unit is part of a bulk agreement with The Village Community Association, account #258880301.
- Additional features such as high definition programming, premium movie channels, additional cable boxes, pay-per-view and high-speed internet service are available from Spectrum at additional cost billed directly by Spectrum to the subscribing Occupant.
- The Management Company cannot assist with individual cable billing inquiries or service outages. All such items should be directed to Spectrum.
- Satellite Dishes – Installation of any satellite dish/antenna on, attached to, or extending into the Common Areas is prohibited. Any Owner or Occupant considering the installation of a satellite dish/antenna on Limited Use Facilities or a Unit, must submit to the On-Site Manager ten (10) days prior to installation a drawing indicating the proposed size, location and height of the device, wiring locations, screening materials to be used and the name and telephone number of the installation contractor. (Further satellite information and regulations may be obtained by contacting the on-site management office.)

UTILITIES

Each Owner and/or Occupant is responsible for the connection/disconnection and payment of the Unit’s electric, natural gas, water, sewer and telephone utilities. Any utility related problems should be reported directly to the utility service provider.
WINTER PRECAUTIONS

When temperatures drop below 32F degrees, please take the following safety precautions to protect your Unit:

- Locate and close the interior shut off valve for exterior spigots every fall.
- To prevent frozen pipes in the event outside temperatures drop into the single digits or below, do not set your thermostat below 65 degrees, particularly if you are away overnight or for any extended period.
- Learn the location of the main water shut-off valve within your Unit so that you can turn off the water supply to minimize water damage in the event of a frozen or burst pipe. Turn off the water supply if you are away for any extended period.
- Keep your garage door closed at all times. In some Units, water lines may run through unheated garage walls and ceilings.
- Insulate water lines where accessible, particularly those located in the garage attic/ceilings. Install pipe insulating wrap or rolled fiberglass batting over the pipes. These materials are readily available at minimal cost at hardware stores or home centers.
- In areas where pipes are prone to freezing, such as sinks located on exterior walls, open the cabinet doors to allow warm air to circulate. Also, run a very small stream of hot and cold water in the sink, as running water will not freeze.
- In the event you experience a lack of running water in a specific area and suspect a frozen pipe, immediately contact a plumber. A trained plumber can thaw the pipe before it bursts and causes damage.
- If you use a home security monitoring service, inquire about the availability of sensor systems that can detect a drop in temperature or the presence of water.

WEBSITE

Visit www.thevillagebeachwood.com to register and view The Village website. It contains useful info, pertinent documents such as Board meeting minutes and Association financial information, and a resident directory.

TELEPHONE NUMBERS

Village Gatehouse .................................................................................................... 216-765-0000
Village On-Site Management Office ................................................................. 216-831-3668
Village Management Co. ...................................................................................... 216-831-3177
Village After Hours Maintenance Emergency Paging System.......................... 216-245-8477

EMERGENCIES: Police / Fire / Rescue ............................................................. 911

Beachwood City Hall .............................................................................................. 216-464-1070
Electric ............................................Illuminating Company .............................................. 800-589-3101
Gas .............................................Dominion East Ohio ................................................ 800-362-7557
Telephone ..........................AT&T ................................................................. 800-288-2020
Water ......................................Cleveland Division of Water .................................. 216-664-2444
Sewer ....................................Northeast Ohio Regional Sewer District .................. 216-881-6600
Cable Television .................Spectrum .................................................................. 833-697-7328
Special Trash Pickup ....Republic Services ....................................................... 216-441-6300