

RULES and REGULATIONS
of the
NIKOLAI CONDOMINIUM UNIT OWNERS' ASSOCIATION, INC.

Pursuant to Article IV, Section 2, of the By-Laws of the Nikolai Condominium Unit Owners' Association, Inc., and Article II, Section (D)(1) of the Declaration of Condominium Ownership for The Nikolai, a Residential Condominium Development, the following Rules and Regulations governing our community have been developed.

These Rules and Regulations (hereinafter referred to as "Rules") explain the policies and guidelines adopted by the Board of Managers of the Nikolai Condominium Unit Owners' Association to help promote the safety and welfare of our Unit Owners, their families, guests, visitors, and tenants, and to maintain an acceptable quality of life. In establishing and maintaining these Rules, the Board has made every effort to ensure that they do not affect Unit Owners' right to the enjoyment of reasonable and unrestricted use of their property or the privileges of ownership. The Rules do not replace the Declaration or By-Laws, which the Board uses as its primary governing documents. In the case of any conflict, the wording of the Declaration and By-Laws will prevail.

It is the responsibility of the Board of Managers to administer and enforce these Rules which apply to all Unit Owners, their family members, guests, visitors, and tenants. It is the responsibility of each Unit Owner to cooperate and adhere to these Rules, and Unit Owners are encouraged to report any violations of these Rules to the Property Management Company. Fines and penalties may be levied for failure to comply with these Rules.

These Rules may be modified, repealed, or amended at any time by a resolution of the Board of Managers when deemed necessary in the best interests of the Unit Owners and the Association, provided that a written communication or email is sent to each Unit Owner advising of the change and further provided that no such change is contrary to or inconsistent with Ohio laws governing condominiums and the Declaration and By-Laws of the Association.

To the extent permitted by law and the Declaration and By-Laws, the Board of Managers shall have the authority to issue or deny approval of any exception to these Rules. Such exceptions shall be in writing and may be for the resolution of temporary problems or situations. The Board may revoke such exceptions at any time. The Board shall also have the power to waive any provision of the Declaration, Bylaws or Rules to

accommodate any disabled residents and comply with the applicable provisions of Federal and State Law.

As used herein, "Association" refers to The Nikolai Condominium Unit Owners' Association, Inc.

1. **General Conduct.** Regard for the comfort, tranquility, and security of one's neighbors is the responsibility of each and every Unit Owner. Respect for real property and the enhancement of its value is a common responsibility. Unit Owners and their family members, guests, visitors, and tenants shall conduct themselves in a manner that will not disturb their neighbors' peaceful and safe enjoyment of their Units. Unit Owners may not take any action that could place themselves, their guests, visitors, other Unit Owners, or anyone else in danger. Unit Owners must keep their Units in a clean and sanitary condition. No use of a Unit or conduct by a Unit Owner shall be allowed which is an unreasonable source of annoyance to another Unit Owner or tenant, or which unreasonably interferes with the peaceful possession or proper use of a Unit by others.
2. **Noise.** Unit Owners and their family members, guests, visitors, and tenants are expected to reduce noise levels during the hours of 11:00 PM to 7:00 AM so that neighbors are not disturbed. At no time are musical instruments, radios, audio equipment, televisions, cell phone conversations on the balconies, or other sound producing sources to be so loud as to become a nuisance.
3. **Smoking.** Smoking is permitted only inside a condominium Unit. No smoking is permitted in the Common Elements, including but not limited to all hallways, elevators, and the parking garage. As used in this paragraph, "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant material. "Smoking" does not include the burning of incense in a religious ceremony.
4. **Additions to Building Exterior.** Changes affecting the appearance of the exterior of The Nikolai Building, such as lights, decorations, awnings, screens, sunshades, air conditioners, antennas, or similar changes, cannot be made without the prior written consent of the Board of Managers. Any damage to the exterior of The Nikolai Building resulting from the display of exterior decorations will be the responsibility of the Unit Owner.
5. **Smoke Detectors.** All Unit Owners are responsible to ensure that the smoke detectors installed in their Units are operating properly at all times and that batteries are changed at least once a year.
6. **Common Elements.** There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior written consent of the Board of Managers.

7. **Damage to Common Elements.** Any damage to the Common Elements caused by the actions of a Unit Owner or the actions of a Unit Owner's family, guests, visitors, tenants, or pets shall be repaired or replaced at the expense of the Unit Owner. Unit Owners are fully responsible for the actions of their family members, guests, visitors, tenants, and pets, and shall be held accountable for any damage done by them to the property. A fine may also be assessed in addition to such charges.

8. **Minimum Unit Temperature.** The minimum temperature setting for individual Unit thermostats and heaters shall be 50 degrees (F) during the heating months.

9. **Grills.** Use of open flame grills, including but not limited to those grills using natural gas, propane, charcoal, and wood pellets as fuel, on any balcony or roof deck is prohibited. Electric grills are permitted, but only if they are placed on a non-combustible surface and unplugged after each use.

10. **Banned Substances.** There shall not be kept in any Unit any inflammable, combustible or explosive fluid, material, chemical, or substance except those used for normal household use.

11. **Contractors and Movers.** All work is to be done between the hours of 8AM and 6PM Monday through Friday and between 9AM and 5PM on weekends. No work shall be done by contractors on holidays unless there is an emergency. The elevators shall not be exclusively blocked for multiple consecutive trips or reserved for the sake of moving in/out. Elevators must always be left free for use by all residents. As used in this paragraph, "holidays" means those days designated annually by the Association's Property Management Company during which the Property Management Company's office is closed.

12. **Late Fee.** The monthly Association fee is due on the first day of each month and must be received by the Association's Property Management Company by no later than 5:00 pm on the tenth day of the month to avoid a late fee penalty of ten percent (10%) of the amount of the delinquent payment, or Twenty-Five Dollars (\$25), whichever is greater, which shall be assessed automatically immediately thereafter. The Association in its sole discretion may, but is not required to, send monthly invoices.

13. **Administrative Fee.** An additional administrative fee of Twenty-Five Dollars (\$25) shall be incurred and assessed automatically at 5:00 pm on the last day of each month on any Unit Owner's account having an unpaid balance.

14. **Permitted Uses of a Unit.** No Unit shall be used for any purpose except as a residence for a single family or a family-sized group. A Unit Owner may use a portion of a Unit for his or her office or studio (other than a music studio) as long as those activities do not interfere with the quiet enjoyment or comfort of any other Unit Owner or

occupant, and as long as those activities do not increase the normal flow of traffic or individuals in and out of the Nikolai Building or in and out of that Owner's Unit.

15. **Leasing of Units.** Pursuant to Section (A) of Article XV in the Declaration, a Unit Owner shall not be permitted to lease or rent (collectively, "lease") a Unit without the prior written consent of a majority of the Association's Board of Managers. In the event the Board does consent in writing to the leasing of a Unit:

- (a) no Unit shall be leased for any period less than twelve (12) consecutive months;
- (b) no lease shall be permitted of less than an entire Unit, *i.e.*, rentals to roomers or boarders;
- (c) all lease agreements must be in writing; and
- (d) all lease agreements must provide that (i) the tenant shall be subject in all respects to these Rules and any amendments thereto as promulgated by the Board of Managers, and (ii) the failure of the lessee to comply with the terms of the Declaration, By-Laws, and these Rules (collectively, the "Condo Documents") shall be a default under the lease.

16. **Tenants Bound by Condo Documents.** In the event the Board of Managers consents in writing to the leasing of a Unit, the Unit Owner who leases the Unit is responsible at all times for the tenant's compliance with the guidelines established by the Condo Documents. In particular, the Unit Owner shall:

- (a) provide each tenant with a copy of the Condo Documents;
- (b) include in the lease agreement a provision that the tenant has been given copies of the Condo Documents and agrees to abide by them;
- (c) include the following language or words to the same effect as a separate paragraph in the lease agreement:

"This Agreement is subject to the terms and conditions of the Declaration, By-Laws, and Rules and Regulations of The Nikolai Condominium Unit Owners' Association (the "Condo Documents"), and Tenant agrees to be bound and to abide thereby. Tenant acknowledges having received a copy of the Condo Documents. Failure of Tenant to comply with the terms and conditions of the Condo Documents shall be deemed a default of this Agreement. In the event of a conflict between this Agreement and the Condo Documents, the Condo Documents will take precedence."; and

- (d) notify the Property Management Company in writing within two weeks of the date the lease agreement takes effect that the Unit is tenant-occupied, giving the name, email address, and phone number of each tenant, and provide to the

Property Management Company the name of any agent retained by the Unit Owner to manage the Unit.

17. **Lease Administrative Fee.** To ensure every lease agreement for a Unit meets the requirements of Section (A) in Article XV of the Declaration and these Rules, a copy of each such agreement must be provided to the Property Management Company within two weeks of the date the lease agreement takes effect, together with a non-refundable \$100 administrative fee to cover the costs relating to having a new tenant occupy the Unit.

18. **Lease Deposit.** The Board of Managers shall have the right at any time during the term of a lease agreement to require a Unit Owner to deposit with the Association an amount not to exceed one (1) month's rent of the Unit as a security deposit to provide funds to repair damage to Common Elements if necessary and to assure the tenant's compliance with the Condo Documents.

19. **Household Pets.** For purpose of these Rules, a "pet" is defined as a common domestic household animal such as a dog (excluding any "Vicious Dog" as further defined below), cat, caged bird, or aquarium fish not kept, bred, or maintained for commercial purposes. The term "pet" does not include exotic animals including, but not limited to snakes, other reptiles, exotic breeds, or wild hybrids. Any animal which does not clearly fall within the foregoing description of a "pet" must be approved by the Board of Managers prior to being kept in a Unit. Pet owners should respect the privacy of other Unit Owners.

(a) Each Unit may have not more than a total of two dogs or cats, or a combination of one dog and one cat.

(b) Pets must be leashed (the leash must not be longer than six feet in length) or in a cage when taken outside their Units and must be accompanied by a responsible individual who is capable of controlling them.

(c) Pet owners are responsible for the prompt removal and disposal of pet waste from all Common Elements, including but not limited to hallways, the parking garage, lawn areas, and the elevator. All pet waste must be securely bagged when placed in the Unit's trash receptacle. If pet waste is not properly disposed of, Unit Owners may be fined pursuant to these Rules.

(d) To avoid the detrimental effect pet urine has on lawns and landscaping, pet owners are discouraged from allowing their pets to urinate on the front lawn and in the flower bed areas, especially in winter. As a courtesy to other Unit Owners, please use the tree lawn areas only.

(e) A pet shall never be allowed to roam freely outside its Unit or be left unattended or tethered in the Common Elements, or to otherwise interfere with the rights, comfort, or convenience of other Unit Owners. No device or apparatus to which a line, wire, or rope is connected for the restraint of animals or pets shall be constructed or permitted upon any part of the Common Elements.

(f) No pet shall be permitted to engage in excessive or frequent barking, howling, whining or any long-term noise that disturbs the peaceful enjoyment of another's Unit or the Common Elements.

(g) No livestock, poultry, birds, or similar animals of any kind shall be raised, bred, or kept for commercial purposes in any Unit or in the Common Elements.

(h) The Unit Owner is responsible for making their visitors, guests and tenants with pets aware of these Rules and is responsible that all Rules are observed.

(i) Pet owners are responsible for all damages caused by their pets to Common Elements and to the property of others.

(j) The right of a Unit Owner, tenant, or guest to have a pet in a Unit shall be subject to termination if the Board of Managers, in its full and complete discretion, determines that having the pet in the Unit constitutes a nuisance or creates a detrimental effect on the Association or other Units or other Unit Owners or their family members, guests, or visitors. In particular, any pet causing or creating a nuisance or unreasonable disturbance, odor, or noise, may be permanently removed from the property upon seven (7) days written notice from the Board.

(k) "Vicious Dog" means a dog that : (1) caused injury, including death, to any person or (2) has killed another dog. Upon the Board of Manager's determination that a given dog is a Vicious Dog, such dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

(l) Failure to remove a pet from the property after written notice by the Board of Managers will constitute a willful violation of these Rules and shall result in a \$500.00 fine in addition to all other penalties as provided by the Condo Documents.

20. **Resale.** Sales of Units belonging to the Nikolai Condominium Unit Owners' Association, Inc. shall comply with the Condo Documents and the current State laws governing Condominium Associations. In particular:

(a) A Unit Owner shall notify the Property Management Company at least thirty days prior to the closing date of a pending sale of a Unit and provide the Property

Management Company with the name and contact details of the agent who will be handling the sale.

(b) The Property Management Company shall notify the Listing Agent prior to closing that a New Owner's Fee shall be due to the Association upon closing. The New Owner's Fee shall be equivalent to two months of the monthly Association fee currently due for that Unit. The New Owners Fee is not an escrow or an advance towards the Association's regular monthly assessments and is not refundable to the purchaser when the purchaser sells the Unit. Unless otherwise determined by the Board, the New Owners Fee shall be deposited in the Association's reserve fund.

(c) The Unit Owner shall provide the purchaser with a copy of the Condo Documents prior to or upon closing.

(d) The new Unit Owner shall notify the Property Management Company of the purchase of a Unit within thirty days of closing and provide the Property Management Company with the email and telephone number of the Unit Owner and all occupants of the Unit.

21. **Fireworks.** The possession, use, discharge, ignition or exploding of fireworks is not permitted in any of the Common Areas or Limited Common Areas, including but not limited to the driveway and the front lawn and flower bed areas. As used in this paragraph, "fireworks" means any composition or device prepared for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, except ordinary matches and except as provided in section 3743.80 of the Ohio Revised Code. Any violation of this Rule shall subject the Unit Owner to a fine of not less than \$100 for a first offense, and not less than \$200 for each offense thereafter.

22. **Enforcement of Rules.** The Board of Managers believes that the enforcement of these Rules will result in greater community awareness of reasonable conduct that all Unit Owners have the right to expect from each other. If the violator is not a Unit Owner, the Unit Owner will be provided copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Unit Owner is ultimately responsible for all fines and the removal of all violations.

23. **Fine Procedures.** The Board of Managers may not impose any fine or infringe upon any rights of a Unit Owner for violations of these Rules until the following procedures have been complied with:

(a) If a violation of any of these Rules is alleged in a written complaint to the Board of Managers signed by a Unit Owner or a tenant, the Board shall investigate the alleged violation within thirty days. If the Board determines the complaint is well-founded, the Board will notify the alleged violator in writing to cease and desist

from the violation. This notification will include: (i) the nature of the alleged violation, including the provision(s) of the Declaration, By-Laws, or Rules which the Board believes have been violated; (ii) the action required to remove the violation; (iii) notification of a grace period of seven (7) days, within which the violation may be removed without penalty if the described action is satisfactorily completed; (iv) a statement that the violator has a right to a hearing before the Board to contest the violation or the imposition of a fine; and (v) a statement that if the violation continues beyond the grace period, a fine will automatically be imposed.

(b) The violator may request a hearing before the Board of Managers within ten (10) days after receiving notice to cease and desist from the violation. The request must be made in writing and addressed to the Board. The hearing shall be held as soon as reasonably possible and afford the violator a reasonable opportunity to be heard. At least seven (7) days prior to the hearing, the Board shall provide the violator with a written notice that includes the date, time, and location of the hearing. The violator shall have an opportunity at the hearing to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity to review, challenge, and respond to any material considered by the Board. The Board will decide in writing within thirty days of the date of the hearing, based on the available information regarding the alleged violation, whether there has been a violation of these Rules and the amount of any fines to be imposed.

(c) Fines imposed for violation of any of these Rules shall be not less than \$25 per day until the violation is corrected. If substantially the same violation is repeated within twelve (12) months of the first written notice to the violator, another fine of not less than \$50 per day will be imposed upon written notification by the Board of Managers until the violation is corrected.

(d) Any Notice required by this paragraph shall be in writing and deemed given when it is delivered by hand, by regular mail, by certified mail, return receipt requested, by overnight courier for delivery on the next delivery day, or emailed to the Unit Owner's email address on record.

24. Payment of Fines. All fines imposed by the Board of Managers shall be assessed to the Unit Owner's account regardless of whether the offender is the Unit Owner, a member of the Unit Owner's family, or a guest, visitor, or tenant of the Unit Owner. The payment of a fine does not relieve the offender of the obligation to correct the violation. If the Association incurs expenses to correct the violation, these expenses will be assessed to the Unit Owner. If the bill for these expenses is not paid by the Unit Owner, a higher fine may be imposed. If the fine remains unpaid, a lien may be placed against

the Unit in question. This means that the Unit cannot be sold unless and until the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, (a) suing the Unit Owner for damages; and (b) pursuing criminal penalties through the proper authorities for violations of city, county, state, or federal laws.

25. **Illegal Acts.** No Unit Owner shall do any act that conflicts with any applicable State or Federal laws, ordinances, zoning, and other governmental regulations, or commit any illegal or unlawful act in, upon, or about the Association. A violation of any law, local or otherwise, shall be deemed a violation of the Rules of the Association. The Board of Managers, on behalf of the Association, reserves the right to notify local authorities of any known illegal activity as well as seek the Association's own civil remedy, if applicable.

Adopted: 06/29/2022

Effective: 08/01/2022