

Pursuant to Article VIII, Section 2, of the By-Laws of The Lofts at Graydon Place Condominium Unit Owners' Association, Inc., the Board hereby promulgates the following Rules and Regulations to supplement those set forth in the Declaration of Condominium Ownership for The Lofts at Graydon Place Condominium ("the Declaration") and the Disclosure Statement of The Lofts at Graydon Place Condominium ("the Disclosure Statement"). If any Rule below is inconsistent with any provision set forth in the Declaration or the Disclosure Statement, these Rules shall govern.

I. MAXIMUM UNITS TO BE LEASED, LEASING PROCEDURE, AND ELIGIBILITY:

- 1) At no time may more than 6 units be leased.
- 2) The 6 units will be determined on a "First Come-First Served" basis, based on the date that the eligibility requirements set forth herein are met. There is no queue or wait list for rental applicants.
- 3) There is no queue or wait list for rental applicants. When 6 units are rented/leased, the first date that the Management Company will accept new applicants is the business day (Monday-Friday, holidays excluded) after the termination date of the most recently terminated lease.
- 4) There will be no public postings of units currently under lease and/or current lease terms; however, unit owners can contact Management Company and will be provided such information in writing.
- 5) Eligibility Requirements:
 - a) Unit owner must be in "good standing" as of date documents, information, and other items (below) are submitted to Management Company:
 - i. Dues, fees, or other assessments must be paid in full to date;
 - ii. There must be no liens on the unit besides a valid recorded mortgage(s) securing the financing of the unit; and
 - iii. There must be no unresolved complaints filed with the COA against unit owner.
 - b) "First Come-First Served" is determined by the date that all of the following are submitted to Management Company; these must be submitted no sooner than 60 days and no later than 30 days prior to beginning of lease term, and Board shall provide the unit owner approval or disapproval within 14 days of receipt:
 - i. Completed Application. No convicted felons or persons convicted of a sex crime will be approved. If criminal background turns up any of the above, the unit owner's Application will be automatically rejected.

- ii. Copy of Executed Lease. All rights and obligations set out in Lease are subject to COA approval of Application and Lease.
 - iii. If the submitted Lease does not contain all of the required provisions in Section II below, the unit owner will be automatically rejected.
 - iv. The COA suggests that unit owner discuss with the drafter of their Lease the appropriateness of providing a provision for the protection of the unit owner in the event Application and/or Lease are rejected by the Board.
 - v. In no event may any pending tenant/lessee move into the premises (*e.g.*, move in furniture, etc.) prior to the Board's final approval of the Executed Lease, or the Board may levy fines and enforce any other remedies provided for in the Association's By-laws, Declarations and Rules & Regulations, and law, including but not limited to eviction of the tenant with all costs and fees charged to unit owner.
 - vi. \$300 Non-Refundable Administrative Fee. This Fee covers the processing and administrative costs associated with the leasing arrangements and background check. The Fee is increased \$50 for every additional tenant/lessee beyond the first.

The Fee must be delivered to Management Company by mail or in-person during regular business hours. If the check does not clear, the unit owner is automatically rejected.
 - vii. Key(s) to Unit. You must provide a key to the Association for entry in case of an emergency or if repairs or restoration are needed and not done (see below). This key will be kept in the COA lock box on the 4th Floor of the building.
- c) The proposed tenant(s)/lessee(s) identified on the Application and identified on the Lease must identical to each other, and must be a bona-fide, human-being tenant(s)/lessee(s).
- i. No person other than identified tenant(s)/lessee(s) may occupy the unit at any time during the term of the approved Lease, nor may the unit become vacant at any time during the term of the Lease unless approved in writing by the Board. For failure to comply with Section I at Paragraph "c" and this subsection "i", the Board may levy fines and enforce any other remedies provided for in the Association's By-laws, Declarations and Rules & Regulations, and law, including but not limited to eviction of the tenant with all costs and fees charged to unit owner. In the event of non-compliance with the terms of Section I at Paragraph "c" and this subsection "i", the unit owner will be disqualified from rental eligibility for a period of no less than 3 months.

There will be a 10-day grace period in which the COA will not take action for the above, beginning from the start date of the Lease term.

- ii. In the event the Lease between unit owner and identified tenant(s)/lessee(s) is voided or becomes void prior to the beginning of the Lease term, or in the event the unit is left vacant or becomes vacant at any time during the Lease term (including renewal terms), so long as the Board is notified in writing and the unit owner initiates legal proceedings to formally evict the tenant and/or to collect amounts due and owing under the lease, as permitted by law and the terms of the Lease, by filing a complaint in the appropriate court of jurisdiction, the unit owner will not be disqualified from future rental eligibility; though the unit owner will be subject to all provisions of Section I, including maximum units to be leased and approval all of the eligibility requirements herein (such as resubmission of all required documents, information, or other items). In all other cases, the unit owner will lose future rental eligibility until at least one year has passed from the original effective (or renewal) date of the lease.
- iii. The COA suggests that unit owner discuss with the drafter of their Lease the appropriateness of providing a provision for the protection of the unit owner in the event of non-compliance with these Rules & Regulations, or non-compliance with any other controlling COA document or law.

II. LEASE REQUIREMENTS AND PROVISIONS:

- 1) The Lease may not be for a term shorter than one year, or longer than 2 years.
- 2) The Lease must state that no sub-leasing is permitted.
- 3) The Lease must state that it is subordinate to the Association's By-laws, Declarations and Rules & Regulations.
- 4) The Lease must state that all occupants have received a copy of, are subordinate to and bound by the Association's By-laws, Declarations and Rules & Regulations.
- 5) The Lease must state that the unit is to be used for residential purposes only.
- 6) The Lease must state that the Association has the right, after notice to the owner, to enter in an emergency or if repairs or restoration are needed and not done.

III. LEASE RENEWALS AND TERMINATION:

- 1) Unit owner must give 30day prior notice to COA of Lease renewal or extension. The Board shall provide any approval or disapproval within 14 days of notification and may perform a new background check in its discretion; and in such case, the Board shall bear the costs associated therewith.
- 2) Unit owner is not required to give notice to COA of termination of the Lease:
 - a) If there is no written notice of renewal provided to the COA within 30 days before Lease termination date, the COA will presume that the Lease is not being extended.
 - b) If tenant(s)/lessee(s) does not vacate on the Lease termination date – and the unit owner does not promptly commence judicial eviction – the COA may levy fines and enforce any other remedies provided for in the Association's By-laws, Declarations and Rules & Regulations, and law, including but not limited to eviction of the tenant with all costs and fees charged to unit owner. In the event tenant does not vacate on Lease termination date, and the unit owner does not promptly commence judicial eviction, the unit owner will be disqualified from rental eligibility for a period of no less than 3 months.

3. Short-term rental fines: If a unit owner is found listing a unit as a short-term rental, the unit owner will be notified by letter of the violation.

a. Fines: 1st violation (written warning letter), 2nd violation \$25,000, 3rd violation \$50,000

b. If a Fine is issued: The fine is due within thirty (30) days of the date on the violation letter. Fine doubles after thirty (30) days unpaid, triple after sixty (60) days unpaid, and a lien is filed. After ninety (90) days unpaid, foreclosure proceedings will begin.

IV. MISCELLANEOUS:

- 1) All owners and tenants/lessees must provide to the Board a signed statement, in the form developed and maintained by the Board, acknowledging receipt of and agreement to the By-laws, Declaration, Disclosure Statement, and these Rules & Regulations.
- 2) The Board, or its designee, shall perform a background check on all potential tenants/lessees. No convicted felons or persons convicted of a sex crime will be approved. The unit owner shall remain fully responsible to the Association to ensure that every lessee complies with all rules and regulations, and shall serve as the main contact point to the lessee with issues related to the unit or building. In the event that the Board encounters problems or irresolvable differences with any lessee, the Board shall notify the unit owner of the circumstance and give the unit owner a reasonable amount of time to resolve the issue. If the circumstance is not resolved to the Board's satisfaction within

a reasonable amount of time, the unit owner shall be held fully responsible for resolving the same, including terminating the lease if the Board requires the same after a hearing (pursuant to the hearing provisions in the By-laws).

- 3) Move-in and move-out is permitted between the hours of 7 a.m. and 10 p.m. Moving pads for the elevators are available in the storage area at the top of the north stairwell and must be used when transporting any large items in the elevators. Any damage done to any part of the Common Area during the move shall be repaired at the cost of the lessee or the unit owner.
- 4) Construction hours are: 8am to 6pm for construction work M-F, Saturdays 10-6pm. Moving materials in and out between the noted hours is ok. Please notify the building or L&B Management a week in advance.
- 5) Occupancy: Maximum of 2 occupants for each bedroom shall be permitted in any unit. All residents and tenants/lessees residing in any unit shall be identified to the Board.
- 6) No resident or tenants/lessees shall feed or place any food source that could attract wildlife (birds, pigeons, rats, etc.) from or around any portion of the condominium building, including but not limited to, the rooftop, the fire escape, any window sill, the garage, any access door to the building, or any Common Area.
- 7) No items shall be affixed to the outside of the building, fire escapes and window sills, including but not limited to thermometers, flags, banners, bird feeders (whether food is liquid or dry) and satellite dishes or other antennae.
- 8) Stairwells are to remain free and clear of all personal belongings and trash/recycling items. Personal items such as ladders may be stored in the trash rooms on each floor provided, they do not block access to the trash chute door or obstruct entrance to the room. Such stored items must be approved by the residents of that floor. If there is a need for final approval, that final decision rests with the COA board.
- 9) All construction/alterations requiring electric, gas and or plumbing and any wall(s) that close off an area to the ceiling must be approved by the COA board. Applications for improvements are available from the management company and must be submitted in writing no sooner than 14 days prior to the desired start date of the project. All work must be done by licensed trade persons with current BWC and liability insurance coverage. This proof of insurance must be submitted with the improvement application. All permits and fees associated with the construction are the responsibility of the unit owner.
- 10) All vacant units whether for sale and unoccupied or just vacant must notify the management company and the board of those dates and maintain an inside unit temperature of between 50- and 85-degrees F. To allow access in the event of an

emergency, access codes and/or keys should be left with the appropriate COA board member.

- 11) Realtor lock-boxes cannot be attached or left in any area of the entry or lobby. The south stairwell would be an appropriate alternative.

12)

GARAGE STORAGE ****PLEASE NOTE** Residents and tenants not compliant with OAC 311.1 (see below) will be given written notice to remove offending items within 7 days of notice. After 7 days, the offending items will be removed and disposed, or the Board in its discretion may impose a \$25.00 per day levy upon the Unit Owner.** Also, please note, no personal storage is allowed in any common area, including but not limited to the stairwells, hallway, and trash rooms. Any items found in common areas will be immediately removed and disposed (such items will not be held for claim).

311.1 Storage Group S: Group S-2 storage uses shall include, but not be limited to, storage of the following: Asbestos, Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers, Cement in bags, Chalk and crayons, Dairy products in non-waxed coated paper containers, Dry cell batteries, Electrical coils, Electrical motors, Empty cans, Food products, Foods in noncombustible containers, Fresh fruits and vegetables in non-plastic trays or containers, Frozen foods, Glass, Glass bottles, empty or filled with noncombustible liquids, Gypsum board, Inert pigments, Ivory, Meats, Metal cabinets, Metal desks with plastic tops and *trim*, Metal parts, Metals, Mirrors, Oil-filled and other types of distribution transformers, Parking garages, open or enclosed, Porcelain and pottery, Stoves, Talc and soapstone's, Washers and dryers.

YOUR OWN UNIT. Otherwise, we will have to remove the cans to prevent pest problems.

Bicycle Storage: We have a cable that folks can feel free to use to lock their bikes on the utility area of the sub-level.

12) TRASH AND RECYCLABLES

- Drop ***bagged*** garbage down the trash chute located in the room near the north end of each hallway. Items that don't fit in the chute must be taken directly to the dumpster located in the garage level off the alley (Ruth Lyons Way). The keypad code for the garage door is 53140. The trash chute rooms are considered Common Area and are not available for personal storage.
- Trashcans on each level of the garage are intended only for small, incidental trash items from your car. Please do not deposit large items; bags filled with trash; or other large garbage items in the small cans. Our cleaning company has added trash collection to their rounds. If the cans are full, dispose of trash (properly bagged) in the trash chute or in the dumpster.
- Recycling containers are located near the elevator of the garage and rolled curbside weekly by building volunteers. Boxes are required to be broken down into less than 2 feet x 2 feet pieces. Acceptable items (www.rumpke.com and www.cincinnati-oh.gov/recycling/recyclable-items/) for recycling include:
 - Glass bottles and jars

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- Metal cans: aluminum cans, steel cans and lids
- Plastic bottles (empty, rinse, crush, reattach lid): Bottles and jugs that have a small mouth and wider base, such as milk jugs, soda bottles, laundry detergent bottles, water bottles, shampoo bottles and contact solution bottles
- Paper: newspaper, magazines, cardboard, mixed office paper and envelopes, paperboard (cereal boxes), pizza boxes free of food debris and grease, telephone books, catalogs and paper grocery bags
- Cartons (empty, rinse, remove plastic straws and caps): food and beverage cartons, such as milk, juice, soup, wine, broth and other cartons
- Should it be in a garbage bag? No, place all recyclables in the cart with one exception, shredded paper may be placed in a clear plastic bag

Not Acceptable: garbage, food, yard waste, plastic bags, needles, syringes, electronics, buckets, butter tubs, light bulbs, drinking glasses, ceramics, batteries, pots, pans and scrap metal

Note: Do not overfill the recycling containers. If the containers are full, please hold your recycling until the next week. This program relies on building volunteers. Please be considerate of their efforts.

13) AS of June 6, 2023 The board voted unanimously that a virtual electronic meeting will be considered a face to face board meeting.

14) NOISE LIMITS FOR COMMERCIAL UNIT

Section 14.1: Noise Limits

14.1.1 Noise level limits are defined by Table 14.1. The Hour column represents the start and end time for which the noise level limit, measured in dBA, is set for a given day of the week.

14.1.2 Noise level limits are defined by Table 14.2. The Hour column represents the start and end time for which the noise level limit, measured in dBC, is set for a given day of the week.

Table 14.1: Commercial Unit Limits, values measured in dBA.

Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12:00 AM - 01:00 AM	70	65	65	65	65	65	70
01:00 AM - 02:00 AM	70	65	65	65	65	65	70
02:00 AM - 03:00 AM	70	65	65	65	65	65	70
03:00 AM - 04:00 AM	70	65	65	65	65	65	70
04:00 AM - 05:00 AM	70	65	65	65	65	65	70
05:00 AM - 06:00 AM	70	65	65	65	65	65	70
06:00 AM - 07:00 AM	70	65	65	65	65	65	70
07:00 AM - 08:00 AM	70	65	65	65	65	65	70
08:00 AM - 09:00 AM	70	70	70	70	70	75	75
09:00 AM - 10:00 AM	70	70	70	70	70	75	75
10:00 AM - 11:00 AM	70	70	70	70	70	75	75
11:00 AM - 12:00 PM	70	70	70	70	70	75	75
12:00 PM - 01:00 PM	70	70	70	70	70	75	75
01:00 PM - 02:00 PM	70	70	70	70	70	75	75
02:00 PM - 03:00 PM	70	70	70	70	70	75	75
03:00 PM - 04:00 PM	70	70	70	70	70	75	75
04:00 PM - 05:00 PM	70	70	70	70	70	75	75
05:00 PM - 06:00 PM	70	70	70	70	70	75	75
06:00 PM - 07:00 PM	70	70	70	70	70	75	75
07:00 PM - 08:00 PM	65	65	65	65	70	75	75
08:00 PM - 09:00 PM	65	65	65	65	70	75	75
09:00 PM - 10:00 PM	65	65	65	65	70	75	75
10:00 PM - 11:00 PM	65	65	65	65	70	75	75
11:00 PM - 12:00 AM	65	65	65	65	70	75	75

Table 14.2: Commercial Unit Limits, values measured in dBC.

Hour	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12:00 AM - 01:00 AM	50	40	40	40	40	40	50
01:00 AM - 02:00 AM	50	40	40	40	40	40	50
02:00 AM - 03:00 AM	40	40	40	40	40	40	40
03:00 AM - 04:00 AM	40	40	40	40	40	40	40
04:00 AM - 05:00 AM	40	40	40	40	40	40	40
05:00 AM - 06:00 AM	40	40	40	40	40	40	40
06:00 AM - 07:00 AM	40	40	40	40	40	40	40
07:00 AM - 08:00 AM	40	40	40	40	40	40	40
08:00 AM - 09:00 AM	40	40	40	40	40	40	40
09:00 AM - 10:00 AM	40	40	40	40	40	40	40
10:00 AM - 11:00 AM	40	40	40	40	40	40	40
11:00 AM - 12:00 PM	40	40	40	40	40	40	40
12:00 PM - 01:00 PM	40	40	40	40	40	40	40
01:00 PM - 02:00 PM	40	40	40	40	40	40	40
02:00 PM - 03:00 PM	40	40	40	40	40	40	40
03:00 PM - 04:00 PM	40	40	40	40	40	40	40
04:00 PM - 05:00 PM	40	40	40	40	40	50	50
05:00 PM - 06:00 PM	40	40	40	40	40	50	50
06:00 PM - 07:00 PM	40	40	40	40	40	50	50
07:00 PM - 08:00 PM	40	40	40	40	40	50	50
08:00 PM - 09:00 PM	40	40	40	40	40	50	50
09:00 PM - 10:00 PM	40	40	40	40	40	50	50
10:00 PM - 11:00 PM	40	40	40	40	40	50	50
11:00 PM - 12:00 AM	40	40	40	40	40	50	50

Section 14.2: Measurement Methods

14.2.1 Owner Measurement:

- An owner may measure noise levels using sound level meters approved by the board.
- Measurements must be taken at the boundaries of the receiving or affected property or immediately adjacent to the Unit of the noise source.
- When instrumentation cannot be placed within these boundaries, the measurement shall be made as close thereto as is reasonable to the board.
- A sound meter reading taken over a minimum of a six-minute period produces an average reading.

14.2.2 Common Area Measurement:

- Noise readers and detectors can be installed in common areas to measure and report noise levels of units adjacent to a given common area.
- The board must approve all noise readers and detectors that will be installed in common areas.
- Measurements must be taken at the boundaries of the receiving or affected property or immediately adjacent to the Unit of the noise source.
- A sound meter reading taken over a minimum of a six-minute period produces an average reading.

Section 14.3: Fine Structure for Violations

14.3.1 First Violation: Any violation of the noise limits specified in Section 14.1 shall result in a warning issued to the responsible party.

14.3.2 Second Violation: If a second violation occurs within a 30-day period of the first violation, a fine of \$100 shall be imposed.

14.3.3 Third Violation: If a third violation occurs within a 60-day period of the second violation, a fine of \$300 shall be imposed.

14.3.4 Subsequent Violations: For each subsequent violation within a 90-day period, the fine shall increase by \$300.

Section 14.4: Enforcement

14.4.1 Reporting Violations:

- Owners are encouraged to resolve any noise concerns between themselves.
- If concerns cannot be resolved, owners may report the noise concerns to the property management company with all included evidence.

14.4.2 Investigation: Upon receiving a complaint, the board shall investigate the claim's validity to determine if action is needed.

14.4.3 Notice of Violation: If a violation is confirmed, a notice of violation shall be issued to the responsible party at the discretion of the board.

Section 14.5: Exemptions

14.5.1 Permitted Events: Permitted events, such as public festivals and holidays, may be exempt from the noise limits specified in Section 14.1. However, organizers must obtain prior approval from the board and adhere to specified noise management plans defined by the board.

Section 14.6: Effective Date

14.6.1 This rule shall take effect on January 1st, 2024.

14.6.2 The addition of Section 14.1.2 will take effect on Jan 15th, 2024.

Revised 12.22.23, amends and fully supplants previous versions.