

WOODHAWK ONE
Vendors and Homeowners Rules and Regulations

Dear Residents!

It has come to our attention that contractors and delivery companies are not properly informed of the rules for working in the Midrises and Individual Townhomes.

The following regulations are part of the Bylaws and MUST be observed by all residents who hire contractors to perform repairs or remodeling inside the individual units.

Midrises:

- All building contractors MUST be registered with the City of Mayfield Heights. All electrical, plumbing and HVAC contractors MUST obtain and properly display a Permit from Mayfield Heights Building Department.
- Prior to commencement of renovation projects involving structural alterations, electrical, plumbing and HVAC work, homeowners MUST furnish plans and a copy of Contract to the Board. No structural alterations are permitted without architectural drawings approved by Mayfield Heights Building Department and Woodhawk One Board.
- Contractors, delivery companies and all service providers, except for medical and in-home service providers, are allowed to work only Monday through Saturday during the hours of 8:00am – 6pm. Except for emergencies, they are not permitted to work or perform deliveries on Sundays. They are required to check IN and OUT at the Gate to validate their arrival and departure times.
- All contractors, delivery companies and all service providers MUST check in and check out at the gate.
- Contractors and delivery companies are not allowed to park their vehicles in front of the building. The parking spaces designated as VISITORS PARKING are there strictly for people visiting the residents. Using VISITORS PARKING spaces and occupying multiple parking spaces with construction trailers and commercial vehicles is strictly prohibited. Contractors MUST verify with the onsite Maintenance Manager for parking their vehicles prior to leaving their vehicles. Failure to comply with parking regulations will result in fines and towing the vehicle off the property at the vehicle owner's expense.
- All Contractors and service providers MUST furnish a Certificate of Liability Insurance and Workman's Comp to the homeowner. The homeowner and Woodhawk One HOA MUST be listed as "ADDITIONALLY INSURED"
- Delivery of construction materials, removal of construction trash, and delivery of large items (furniture, appliances, etc.) through the Front Doors is strictly prohibited. Contractors are not allowed to use the community dumpsters to dispose of construction debris.
- Contractors MUST park ONLY by the garage and bring materials and tools ONLY THROUGH THE GARAGE. It is the homeowner's responsibility to assist the contractor or delivery crew with access to the garage.
- During delivery of bulky items or removal of such items from the individual units, the elevator cab MUST be protected. Maintenance personnel must be informed of such activities in advance.
- Contractors may be allowed the use of communal carts to bring materials and tools to the unit; however, the carts MUST be cleaned and returned back to the garage immediately upon completion of delivery. At no time shall any contractor be allowed to retain the carts during the time they work in the unit.
- All contractors are prohibited from using common areas both inside and outside of buildings to setup their equipment and tools. Interior hallways, stairwells, garages, sidewalks and lawns are considered Common Areas. Repairs of damages to common areas caused by construction contractors and by moving and delivery companies must be addressed by the homeowners who hired them. Failure to comply with the above rules may result in back charges to the homeowner by the Association for any such repairs or cleanup performed at the Association's expense.
- All contractors MUST maintain standard means of Dust Control, and MUST cleanup in all common Hallways, the elevator cab and the parking space they use. Homeowners shall be held responsible for the failures of their contractors to cleanup common areas they use.
- Plastic trash container setup in the Garages are there for paper and small items only. Disposal of construction debris, oversize boxes, food and perishables is strictly prohibited and MUST be disposed of in the Trash Shoot or carried offsite.
- Leaving discarded household items in the Garage area is prohibited. An ad for donation with picture and description should be posted by the Mail Boxes.

Individual Townhomes:

- All above listed regulations applicable to Midrises – apply to individual townhomes.
- While working in individual townhomes - all Building Permits must be properly displayed in the front

window.

- While working in individual townhomes all contractors, delivery companies and all service providers must maintain means of Dust Control, and MUST cleanup in all in driveways and street as needed.
- All contractors, delivery companies and all service providers MUST park in the driveway of the unit they are working in and are prohibited from parking in the streets. A large delivery truck may be allowed to park in the street while unloading, however must leave appropriate space not to obstruct vehicular traffic.
- All contractors, delivery companies and all service providers are prohibited from using communal dumpsters for disposal of construction debris. All construction debris and loose packing materials MUST be carried off-site and disposed at proper facilities.
- Trash containers and discarded furniture pieces MUST be set at the curb no earlier then the night before scheduled Trash Removal. Empty trash containers must be removed from the curb by the end of the day.

The listed regulations, above, should be presented by the residents to the contractors at the time of commitment to the project. The contractors MUST be informed that failure to observe the above regulations will result in financial penalties to the resident and the contractor or service provider might be prohibited from entering the grounds.

Woodhawk One Board



Ohio Release of Liability

This Release of Liability (Woodhawk I Club Condominium Association, its Board of Directors and Maintenance Company) is made on this _____ day of _____, 20____, by and between _____ (the "Contractor"), residing at _____, and _____ (the Woodhawk I Club Condominium Association, its Board of Directors and Maintenance Company), whose address is _____. This document is intended to release the party or parties named as Releasee from responsibility for any injuries, damages, or losses that the party signing as Releasor might sustain during or as a result of activities that the Releasee is involved in, based on laws and regulations enforced in the State of Ohio.

By signing this Release, the Releasor acknowledges that participation in the mentioned activities carries risk, and hereby releases and discharges the Releasee from all claims, demands, causes of action, costs, expenses, fees, and compensation, either known or unknown, that arise out of the activities mentioned, as per the laws of the State of Ohio.

This Release covers the following activities: _____

The Releasor confirms that they are of lawful age and legally competent to sign this Release, or if the Releasor is a minor, their parent or legal guardian has read and signed this document, thereby giving their consent for the minor to participate in the activities described herein. This document is binding upon the Releasor, their successors, heirs, and assigns.

The terms of this Release are to be governed by and construed in accordance with the laws of the State of Ohio. Should any provision of this document be determined by a court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with Ohio state laws, that determination shall not affect the validity and enforceability of any other provision herein. This document represents the entire agreement between the parties and supersedes any prior discussions or agreements, whether oral or written.

In witness whereof, the Releasor has executed this Release on the date first above written.

Releasor's Signature: _____

Releasor's Printed Name: _____

Date: _____

If the Releasor is a minor:

Guardian's Signature: _____

Guardian's Printed Name: _____

Date: _____