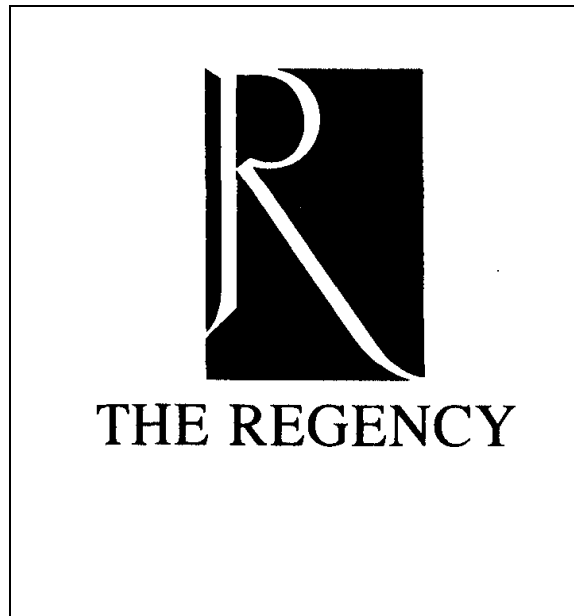




THE REGENCY TOWER
RULES AND REGULATIONS
AND
EMERGENCY AND SAFETY PROCEDURES

From the Declaration of Condominium Ownership, Article VIII:

“The Association or Board may adopt, amend and repeal reasonable rules pertaining to the maintenance and administration of the health, safety and general welfare of the unit owners or occupants.”

From the Bylaws (Code of Regulations), Article III, Section 12H:

“(The Board) adopt and publish rules governing use of the common areas and the personal conduct of unit owners and occupants, their family members, guests and invitees; and establish penalties for infraction of said rules;...”

To All Residents (Tower):

Your House Committee and Board of Directors request that each resident accept the responsibility to provide courtesy and consideration for our neighbors by compliance with the rules of the Association so that all residents may enjoy a pleasant day-to-day atmosphere.

Particularly challenging situations for many are the management of carts, pets, and elevator use. For example, residents are often in serious difficulty because of those who use grocery/luggage carts and fail to return them immediately to the first floor. Weekends are particularly troublesome. Grocery carts are occasionally reported being retained in an individual unit. Not returning carts to the first floor promptly after emptying them at one's unit is discourteous and consciously or not displays a lack of regard and respect for one's neighbors. Therefore, please take the few minutes required to return carts to the first floor. If you are unable or unwilling to return the cart you use, please engage one of the parkers to bring your packages to your unit (gratuity appreciated) or purchase and use your own market cart.

Presence of pets in the front entry and lobby and on the passenger elevators, and failure to curb them at assigned disposal places is seen as irresponsible pet management by many residents, some of whom are intimidated by animals in close residential areas.

We are asked to use the service elevators for all grocery/luggage carts and other bulky items (exclusive of wheel chairs), and when with pets or in pool attire. These guidelines are in force to retain a gracious, uncluttered front lobby, and thus enhance the enjoyment by owners, guests, and prospective new neighbors.

Please share this information about carts, pets and the service elevator with your employees, so that they too can participate with the community. Your questions and comments will be welcomed.

Management

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PARKING AND BUILDING TRAFFIC FLOW

Parking:

Lot 1

IN MARKED SPACES

Residents-with visible "R"
Stickers
No parking on cement slab
outside back door of restaurant

Lot 2

IN MARKED SPACES

Handicapped Visitors
Residents
Guests
Visitors to Commercial Units
Regency employees
Restaurant employees
Small package delivery
(florists, pharmacy, etc.)
US Mail & UPS
Non-Regency workers in any
Resident apartment

Lower Front Drive

IN MARKED SPACES

Residents
Guests
Visitors to Commercial Units

Between Tower and Garage

IN MARKED SPACES

Large packages,
heavy deliveries, (furniture,
appliances, etc.)
Outside workers

The front entry must serve the Fire Department as well as the residents. For this reason, parking rules in the front entry drive (and elsewhere) must be consistently and strictly enforced.

They are:

1. For valet parking, use "the circle" at the front door
2. No parking over 15 minutes in "the circle" or at the front door at any time
3. No parking at any time along the yellow curb next to the Tower - This is a **Fire Lane** and must be kept open at all times
4. Resident parking in Lots 1 or 2, or lower front drive
5. When a car is delivered for a Resident and is not picked up within fifteen (15) minutes, it will be removed from the front of the building, (repeat violation may be subject to penalty and/or loss of privilege.)

Guests may use valet parking, or the lower front drive, or Lot 2.

Visitors to commercial units may use valet parking, lower front drive, or Lot 2.

Employees (Regency, restaurant and the domestic and nursing staff of residents) should park in Lot 2 or the lower front drive.

DELIVERY

Delivery personnel authorized to enter at Door 2, and delivery personnel and workmen authorized to enter at Door 3, will be screened by Doorman.

Small package (florist, pharmacy, etc.) and postal deliveries will be made through Door 2. All delivery persons must use the service elevator.

Restaurant deliveries will necessarily be made in Lot 1 at restaurant loading area at the rear restaurant door.

Delivery of large, bulky or heavy items will be made at the loading dock with parking provided in the marked spaces near the garage entrance.

LOBBY AND FRONT ENTRY

To serve its purpose as a gracious, inviting entry to an elegant residence, the Lobby is established to provide short duration waiting for cars and guests. It is not, therefore, used as a lounge or an office.

The Front Entryway will be used as a very short term waiting area, since it is also a working area for the Valet Parkers. This will minimize congestion and speed the delivery of cars.

All indoor common areas are no smoking areas.

Pets and bicycles are not allowed in the Lobby and Front Entryway. This includes the offices and the Mail Room.

PLEASE INFORM THE DOORMAN OF EXPECTED VISITORS SO THAT THEY CAN BE CORRECTLY IDENTIFIED AND ANNOUNCED UPON ARRIVAL.

ELEVATORS (Revised 7-27-09)

No carts **larger than a 12" x 12" footprint** or equipment of any kind (Regency or personal) are to be brought on the Lobby elevators. The service elevator must be used for **carts of any kind larger than 12" x 12", equipment, luggage, bicycles, pets, other bulky items and deliveries.**

Out of courtesy to others, and to comply with Fire Department regulations, carts should be returned promptly and not left in hallways, elevator rooms, or on the elevator.

No smoking - It is a violation of a city ordinance.

No consumption of food or beverage on elevators is permitted.

No pets will be permitted on the Lobby elevators. Owners with pets must use the service elevator.

Residents in bathing attire must use the service elevator, unless dry, wearing shoes and a cover-up.

If service elevator call light is out, this signifies that it is being used for a special purpose (e.g., move in or move out), and the front elevators may be used even though otherwise prohibited.

The following schedule of fines will be used in dealing with infractions of this rule:

- First offense, warning
- Second offense, \$25.00 fine
- Third offense, \$50.00 fine
- Fourth offense and on, \$100 per occurrence

PETS – TOWER OWNERS (Revised 10/20/25)

The following rules for pet management by owners, or residents, are designed to promote a safe pet environment in our community. Complying with these rules will help protect all pets and their owners and help allay any fears or discomfort other residents may experience in the presence of animals.

The Board reserves the right to deny a request or variance based on pet type, size, specific breed or any other reason the board deems may present a danger or perceived danger to other residents or their pets.

1A. **Tower:** Owners will be permitted to keep up to 2 domestic animals. Each animal may weigh no more than 25 pounds. Exceptions for Certified Service Animals (trained to do specific tasks), Emotional Support dogs (ESA) and for any other hardships may be requested by written petition to the Board for its consideration and possible approval. The request and Board decision must be completed in advance of purchase of a pet or of a unit by a potential new owner. Exceptions may not be made after purchase.

1B. **Square:** Owners will be permitted to keep up to 2 domestic animals. Animals that weigh more than 25 pounds must receive a variance from the Board. The variance request and Board decision must be completed in advance of purchase of a pet or of a unit by a potential new owner.

2. Any noise or nuisance by a pet affecting other residents will result in the automatic loss of the privilege of keeping a pet. (Declaration of Condominium Ownership, Article VIII, Section 1)

3. All pets must be transported on the service elevator of The Tower, and must be on a leash, and heeled at the owner's side. At all other times on property, other than in the owner's unit, pets must be leashed and under the complete control of the owner. Pets are not permitted in the lobby, mail room or offices, beauty parlor, Hermitage room or exercise rooms. This rule applies to all animals except Certified Service Animals (companion dogs must comply). Failure to comply may result in penalty or loss of privilege (see fine schedule*).

4. Use the Dana Avenue sidewalk area to walk dogs. Mutt mitts are provided inside the fence along the Dana Avenue side of Regency Square.

5. **Walking of dogs, either on or off Regency property, should conform to the City of Cincinnati Code regarding use of a leash and clean-up.** (Clean-up includes brushed hair and properly disposing of waste (not left at the door). Failure to do so may result in penalty or loss of privilege (see fine schedule*).

6. Damage of the association landscaping or the building caused by animals will be billed to the offending owner.

7. Cat litter should be disposed of by putting it in a bag, not down the sewage system.
8. Owner is responsible for anyone walking their pet to adhere to Regency Pet policies.

***FINE SCHEDULE FOR NONCOMPLIANCE WITH PET RULES**

First Offense: verbal or written warning

Second Offense: \$0 to \$50 fine/assessment

Third Offense: \$50 to \$100 fine

Fourth Offense: loss of pet ownership privilege at The Regency Condominiums
and/or a fine/assessment up to \$500

QUIET TIME

“Quiet Time” is a specific period from 10 PM in the evening until 8 AM in the morning seven days a week. During this period, residents, their guests, pets and employees are particularly required to refrain from any activity that may disturb other residents. Such activities include, but are not limited to:

- Noise emanating from a residence due to music, TV, parties, pets, domestic issues, etc.
- Noise in hallways, lobbies, parking lots and other common areas due to loud talking, slamming of doors, movement of carts, barking dogs, etc.
- Noise from the use of household appliances such as vacuum cleaners, dishwashers, and laundry machines, as well as from the movement of furniture, exercise or other activities that may disturb other residents.

At all other times of the day, in accordance with the Condominium Documents, residents are to refrain from any behaviors that may be disturbing to other residents.

Contractor’s hours/policy remains as written:

Workers may be on the premises 8:30 a.m. to 5:00 p.m. only Monday through Friday. No noise before 9:00 a.m. No work on weekends and holidays.

MISCELLANEOUS REGULATIONS

Appliances - Appliances (garbage disposals, dishwashers, washers and dryers) should not be used after 10:00 PM or before 8:00 AM.

Balconies - Carpeting, slate, tile, etc., must not be glued to the balcony as this holds moisture and greatly increases the deterioration of the concrete underneath. It is recommended that two-sided tape be used around the perimeter and that carpet be removed during the winter and stored. Our maintenance department will assist.

Painting of perimeter walls, brick or ceiling of unenclosed balconies is not permitted.

Do not feed the birds, use the balcony for storage of inappropriate items or hang items over the balcony.

Grilling on the balcony is permitted; however, the disposal of the resulting ash must be cold, double-bagged, and in small amounts to be thrown down the chute.

No additional balcony enclosures or glass installed above end wall are permitted without the written permission of the Board.

If you have an *enclosed* balcony, the balcony walls, ceiling, and building brick may be painted/coated with the following guidelines due to the warranty and the elasticity of the product that has been applied:

- Parapet walls (wing walls) and ceilings may only be painted/coated with Sika's Sikagard Elastocolor. The paint may be procured from the Regency. If you wish to paint/coat the floor a different color, you must use Sika's SikaColor Fine Coating tinted to your desired color.
- The Association will not be responsible for repainting any area should work be required on the balcony in the future.
- ****Floors**-carpeting, slate, tile, etc., must NOT be glued, tacked or attached permanently to the balcony. Should an owner fail to comply, the sole responsibility of necessary repairs belongs to the owner (future or current). In other words, the Association is not responsible for removing, maintaining, or internal or external damage resulting from the permanent installation of any surface.
- Unit owners are discouraged from permanently removing windows and doors to their enclosed balconies. Should the balcony enclosure be required to be removed for any reason, the temporary enclosure of the occupied portion of the unit will be the responsibility of the current unit owner.
- All window hangings, drapery linings, curtains, or other coverings, visible from the outside, must be white or off-white. This is true for window hangings throughout your unit as well as for those on your balcony.

****This item** pertains to all owners with or without an enclosure. Please note that approximately every 10 years structural testing of the balconies takes place. All floor covering including carpeting, tile, slate, etc. must be removed to conduct this testing. This removal will be at the expense of the current owner of the unit.

Bird Feeders – No bird feeders on property (Square and Tower) due to varmints attracted to the mess. The only exception is liquid hummingbird feeders, as long as there is no mess.

Bulk TV & Internet – Regency Condos are in a bulk account agreement with Spectrum to supply Select TV service plus the Showtime® channels and 400/20 Mbps internet/Wi-Fi to all resident condos. The cost of this service is included in the monthly HOA dues. Should you need service, please call 855-895-5302 or contact the General Office. More information about channel packages is available on the Spectrum website: <https://www.spectrum.com/browse/content/new-channel-lineup.html>

Insurance Responsibility –

1. Damage to the Common Element caused by a component of the Unit.

Though the Unit Owner is responsible for repairing and maintaining the Unit, the Unit Owner is not automatically responsible for damage to the Common Element caused by a component of the Unit. In order to be held responsible for the cost of damage to the Common Element, the Association would have to prove that the Unit Owner knew or should have known about an issue with the Unit and failed to fix it in a timely

manner or fixed it in a negligent manner, or acted intentionally or recklessly. In that situation, the Association has the right to levy a Special Individual Unit Assessment against the Unit Owner under Article VII, Section C of the Declaration or a Charge for Damages under ORC 5311.081(B)(12).

2. Damage to a Unit caused by a component of the Common Element.

Though the Association is responsible for repairing and maintaining the Common Elements, the Association is not automatically responsible for damage to a Unit caused by a component of the Common Element. For example, if water enters a Unit through a roof leak, the Association is not automatically responsible for repairing the water damage to the Unit just because the water entered through the Common Element roof. For the Association to be liable for interior damages to a Unit, the Owner of the damaged Unit would have to prove that the Association knew or should have known about an issue with the roof and failed to fix it in a timely manner or fixed it in a negligent manner. If the interior damage was simply caused by a failure of the roof, the Association would be responsible for repairing the roof, and the Unit Owner would be responsible for repairing the affected portions of the Unit.

3. Damage to a Unit caused by another Unit.

The Declaration also does not impose strict liability on Unit Owners for damage caused to other Units; rather, it provides that Unit Owners will only be responsible for damage to other Units if they knew about the need for maintenance and acted intentionally, recklessly, or negligently. Absent this level of fault, each Unit Owner is responsible for repairing the damaged portions of their Units ("Unit" is defined in Article IV, Section A of the Declaration). *The Association is not responsible to repair damage to a Unit originating from another Unit.* Unit Owners may choose to submit a claim for damage to their Units under their own HO6 policy. Typically, however, the insurance carrier of the Unit from which the damage originated will only pay a claim for damage outside of their insured's Unit if their insured was in fact negligent. For example, if a clogged or broken drain results in damage to a Unit below, and the drain line was part of the Unit above, the fact that the clog occurred does not make the Unit Owner strictly liable for all resulting damage. If the Unit Owner above was negligent, then the Unit Owner below can pursue a claim under their insurance carrier or work cooperatively with the Unit Owner whose Unit caused the damage.

4. Failure to maintain a Unit.

If a Unit Owner fails to maintain the Unit as required by Article VII, Section A, and the maintenance, repair, or replacement of the Unit is necessary to ensure public safety, to permit reasonable use or enjoyment of the Condominium Property by other Unit Owners, or to prevent damage or destruction, the Board may enter the Unit to complete the maintenance, repair, or replacement and levy a Special Individual Unit Assessment for the expenses. The Board is not required to act to maintain a Unit absent these conditions. For example, if the Board adopts a rule requiring all Unit Owners to perform annual maintenance such as ensuring drains are free of clogs, and the Unit Owner fails to perform such maintenance, then the Association could hire a contractor to perform the work, enter the Unit for such purpose with proper notice, and levy a Special Individual Unit Assessment for those costs, as the rule exists to prevent damage or destruction.

5. Damage to Unit caused by a repair to the Common Element.

If the Association must repair the Common Element, and this causes incidental damage to the Unit, the Association must promptly repair a Unit at its expense.

6. Submission of an Insurance Claim under the Association's Policy.

Before an insurance claim is submitted under the Association's policy, the Association must determine whether there is a covered loss. For example, if the cause of the loss was a burst pipe, there would be coverage under the Association's policy. But if this was a slow leak over time, no coverage is available. If the amount of the loss does not exceed the deductible of \$100,000 for water losses and \$50,000 for all other losses (August 1, 2026), then there will be no claim submitted. Instead, the Association and the Unit Owners will bear responsibility according to the terms of the Declaration, which provide that the Association maintains and replaces the Common Element, and the Unit Owners maintain and replace the Units. In this situation, Unit Owners are encouraged to tender a claim to their own HO6 carriers. If there is a claim under the Association's Master Policy the amount of which exceeds the deductible, this Policy may cover some improvements and betterments installed by the Owner such as, but not limited to, bathroom and kitchen fixtures and cabinets, wall to wall carpeting, parquet, hard surface flooring or floor treatment, built-in appliances, built-in or installed fixtures, Interior Walls, windows, doors, frames, jambs, sashes, and hardware, but not wall coverings, which are owners responsibility.

7. Payment of Deductible under the Association's Master Policy.

If a claim is submitted under the Association's Master Policy, payment of the deductible under that Policy shall be as follows.

- a. Where a loss occurs to the Common Element which is insured by the Association, the Association shall pay the deductible by assessing all Owners under Article XII, Section A of the Declaration via a Special Capital Improvements Assessment or by using the capital improvements reserve fund.
- b. Where a loss occurs and the Association insures against the loss, but the Association does not carry any maintenance responsibilities for the items of loss (such as a loss exclusively to the Unit), the Unit Owner(s) whose Unit(s) suffered damage shall pay the deductible under Article XII, Section B, which states: "[e]ach Unit Owner shall repair or reconstruct, at his sole expense, those damaged components of his Unit which are not covered by the Association's casualty insurance policy."
- c. If the loss is a combination of a loss affecting multiple Units, the Units that were damaged or destroyed by the loss shall pay the deductible proportionate to the amount of loss suffered by each affected Unit as determined by Association. For example, where the total loss is \$100,000.00 (\$70,000.00 to Unit #1 and \$30,000.00 to Unit #2) and the deductible is \$100,000.00, then the Owner of Unit #1 shall bear \$70,000.00 of the deductible and the Owner of Unit #2 shall bear \$30,000.00.
- d. If the loss is a combination of a loss to an area for which the Association has maintenance responsibilities (the Common Element) and a loss to an area for which the Association does not have maintenance responsibilities (a Unit), then the deductible shall be apportioned between the Association and the Unit Owner proportionately.

8. Owners' Insurance Coverage.

- a. Each Owner shall be responsible to insure the contents of their individual Unit.
- b. Each Owner is also responsible to insure the Unit itself. Article 4, Section A of the Declaration defines a Unit as bounded by the undecorated interior surfaces of the perimeter walls, bounding the rooms;

the interior non-structural walls; doors, including sliding glass doors, door jambs and hardware, and finishing trim located in the Perimeter or Interior Walls; window frames, windows, and window screens; control knobs, switches, thermostats, outlets, plumbing, HVAC, electrical, and utilities serving the Unit; fireplace assemblies, hearth, flue pipe, exhaust duct, and flue vent cap; forced air gas ducts, vents, registers, condensing unit, air handler/blower equipment, and all other portions of the HVAC system; pipes, lines, valves, conduits, ducts, wiring, meters, and other equipment located within the walls which serve the Unit; all decorated surfaces of the ceiling, floor, walls, stairs, and landing; and all areas of space, wall coverings, floor coverings, personal property, and all fixtures located within the bounds of the floor, ceiling, and wall surfaces.

- c. It is highly recommended that Owners consult with a professional insurance agent to secure the proper insurance for the contents of the Unit as well as loss assessment coverage, which may cover the Unit Owner's share of the deductible under the Association's Master Policy.
- d. Unit Owners should carry public liability insurance for personal injuries or damage arising out of the use and occupancy of the Unit.

All capitalized terms used in this Resolution shall have the same meaning as those terms are defined and used in the Declaration.

Board unanimously approved this Resolution on this day, July 17, 2026.

Keys - The office must have a duplicate of all entry keys to your unit. Without keys, response to an emergency health or maintenance need would incur unnecessary expense on your part for door repair. If you wish a lock change, or an additional security lock added, contact the office.

Laundry Rooms - No smoking. Use only between 8:00 a.m. and 8:00 p.m. Please be guided by the posted operating instructions.

Lease of Interest in Units –

No residential Unit may be occupied by anyone, other than the Owner or the Owner's immediate family, except under a valid written lease between the Owner and the person occupying the Unit which includes the following language:

1. A lease term of more than six (6) months.
2. No sub-leasing by any party in the lease.
3. Lessor and attorney preparing the lease has received copies of the Declaration, By-laws, and the Rules and Regulations found on The Regency website, www.regencycondos.com. The Lessee's attention should be directed to the rule entitled "Moving In and Out – Household", where a Tower Unit is involved, and all renters are to complete a "Regency Resident's Data Card", available at the General Office of the Association.
4. Lessee must attend an orientation prior to moving in.
5. Lessee understands The Regency Tower is a Non-Smoking building which includes unit condos and balconies.
6. At no time will Association provide any services normally associated with a hotel.

Commercial Units:

1. Leases and sub-leases of Commercial Units are governed by Article VIII, Section J, of the Declaration.

Orientation – ALL new move-ins are required to attend a short orientation meeting with the manager. Please call the office to schedule an appointment.

Shower Pans - These pans found under the floor of the stall showers are considered a maintenance item and repair is the responsibility of the owner as well as damage to units below.

Signs – No sign, advertisement, poster, circular notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of any Common Elements, including without limitations, unit doors, except: (1) signs less than 20 sq. inches in size, created in a professional manner with appropriate language for a functional purpose (2) signs approved by the Board which are placed on the Common Elements to limit or otherwise regulate the use of the Common Elements; (3) street identification signs; (4) directional signs approved by the Board; and (5) any other sign, including signs relating to the Commercial Units, approved by the Board in writing. No person may hang, place, display, or attach any sign, picture, advertisement or other visual display on the walls of any building or other improvement except the Interior Walls of a Unit without the prior written approval of the Board. There are to be no For Sale signs outside the Regency. Prospective buyers must be escorted to the unit that is for sale.

The Board reserves the discretion to remove or have owners remove any signs or decorations that are offensive, inappropriate or inconsistent with these rules.

Smoking – By the Board of Directors on October 22, 2018, the following administrative resolution:

1. It is hereby prohibited for anyone to smoke any tobacco or marijuana product, whether rolled or in a pipe or through any other method of smoking that emits secondhand smoke or any harmful substance, in any Common Area, Limited Common Area, or in any Unit located within Regency Tower Building A. This smoking prohibition applies to the Common Area land surrounding Regency Tower up to twenty feet away from the exterior walls of Regency Tower. Smoking of e-cigarettes, also known as “vaping,” shall not be prohibited by this Administrative Resolution.
2. Notwithstanding the above prohibition, Residents in Regency Tower who are current smokers on the date this Resolution is made may continue to smoke in their own Unit, provided that: (i) they notify the Association’s managing agent that they are currently a smoker, by December 1, 2018; and (ii) second hand smoke does not penetrate any Common Area, Limited Common Area, or other Unit.
3. The Board reserves the right to review the Administrative Resolution from time to time and make changes, including but not limited to a complete ban on smoking on the Condominium Property.
4. This Administrative Resolution shall be effective on January 1, 2019 (“Effective Date”).
5. Secondhand smoke is hereby declared by the Board to be a nuisance. Therefore, if, after the Effective Date a resident reasonably believes that someone is smoking in a restricted area of The Regency Tower or that secondhand smoke is being allowed to penetrate any Common Area, Limited Common Area, or another Unit, that resident must submit their complaint, along with any relevant details evidencing their reasonable belief, in writing to the Association’s managing agent.

6. Upon receiving a complaint of smoking in a prohibited area and the written details giving rise to the complaint, the Association's managing agent will investigate the matter using reasonable means to do so.
7. Starting on the Effective Date, enforcement assessments shall be levied according to the following schedule, starting on June 1, 2019, revised January 1, 2021:
 - a. For a first offense, there shall be a written warning;
 - b. For a second offense, the assessment shall be \$100.00;
 - c. For a third offense, the assessment shall be \$250.00;
 - d. Thereafter, the assessment for each subsequent offense shall be \$500.00.
 - e. Unpaid enforcement assessments shall be a lien upon the Unit in which the resident resides and may be collected in accordance with the Association's collection policy in effect at the relevant time.

The no smoking policy at the pool remains enforced.

Storage Bins - A locker is assigned to each unit for use at the owner's risk. Liquids or perishables may not be kept therein. Any items left outside the locker or placed in an empty locker without office authorization will be disposed of by building personnel. Items should be off the floor, and put on pallets or skids. The Regency is not responsible for damage or losses that may occur.

Trash Rooms

1. The chute on each floor is to be used for bagged disposables.
2. No cans, bottles, or other trash should be deposited before 9:00 a.m. or after 10:00 p.m. because of noise
3. Bag all trash.
4. All empty boxes should be placed in the service elevator room, not in the trash room.

Recycling

We arranged with the City for recycling a last year; already we have saved thousands of dollars in garbage removal costs as well as performing a useful ecological service. We are equipped to recycle newspapers, glass, aluminum and plastic. The recycling bins for paper grocery bags, magazines, paperboard, envelopes, cardboard, junk mail, newspapers, telephone books, office mail and copy paper are conveniently located on each floor. Aluminum cans, plastic bottles and glass are to be recycled in the containers on the dock. Please observe these simple recycling rules:

- Put newspapers in the bin accordingly; put rinsed glass bottles, aluminum cans and recyclable plastic containers (such as milk containers) in the bin
- Do not use the bins for garbage or for non-recyclable trash.

Unit Entrances – Small Decorations may be placed on exterior of corridor doors. Seasonal decorations may be used on the doors for the length of that season, but nothing may be placed on the adjacent walls or floors! See "signs" for further regulations on door signs. Keep unit corridor doors closed; do not leave open to vent cooking odors. This is a fire safety regulation.

The Board reserves the discretion to remove or have owners remove any signs or decorations that are offensive, inappropriate or inconsistent with these rules.

Washing Machines - All washing machines must have Flood Check hoses on them and drain into a two (2) inch line per building code.

Window Air Conditioners - No window air conditioners may be installed without the written permission of the Board. The air conditioner for which approval is requested must be of the type that fits substantially flush with the window. To prevent cracked windows during severely cold weather, do not open windows above heating units when your heating unit is being used.

Window Hangings - White or off-white must be the only colors used for all lining of draperies, curtains or other coverings on all windows visible from the outside, including the balconies.

Window Washing – window washing is the responsibility of the unit owners.

HERMITAGE ROOM

This room is available to any condominium owner for private use. It may be used for social functions, card games, etc, without food or drinks, at no cost.

When rented for dinner or cocktail parties or any other event at which food or beverages are served, a fee will be charged at the time of reservation in the amount of fifty dollars (\$50.00). If the room is left without any damage, and clean, your money will be returned. If not, a sum will be deducted from the deposit. If damage is incurred, the renter will be charged the expense of the repair. This includes the room as well as the furnishings (stove, refrigerator, sink, furniture, carpet, etc.).

Limits: The number of people invited for a social event cannot exceed thirty-five (35), by Fire Department orders.

If the renter does not want to be responsible for cleaning after the event, arrangements must be made beforehand to pay the custodial fee. "For profit" organizations may be charged a room rental.

GARAGE RULES

Driving in the garage can be hazardous if the following rules are not carefully observed and rigorously enforced. These rules are for everyone's safety.

1. Speed limit - 5 MPH.
2. Headlights, if on, should be on low beam.
3. Radio off.
4. Horn use upon entry/exit to be light, not continuous Interior use to be very occasional.
5. Storage of anything in the garage outside of designated storage bins is not allowed. As in the storage rooms, anything left on the garage floor will be disposed of.
6. Cars must be locked while in the garage. The Regency assumes no liability for vehicles or personal property therein.
7. Bicycles and motorcycles must be in their assigned area only and should be walked in and out of the garage.
8. Contact the office for current rates for the purchase or rental of garage spaces.

SWIMMING POOL RULES AND REGULATIONS

(Subject to change yearly)

POOL HOURS: SUNDAY – SATURDAY – 11:00 AM – 9:00 PM

1. Lifeguards are responsible for the safe and sanitary operation of the pool, bathhouse cabanas, and grounds and have complete authority to refuse to admit and to eject anyone for health reasons, intoxication, misconduct, overcrowding, or disregard of the Rules and Regulations.
2. The Association will not assume any responsibility for any injuries incurred in the pool area or for any loss or damage to personal property. All persons using the pool area do so at their own risk. No one may be in the pool area once the cover is off the pool without a lifeguard present.
3. All injuries, however minor, must be reported at once to the lifeguard.
4. Everyone entering the pool area must sign name and unit number when entering. All guests must also sign in.
5. There is no charge for guests. Guests (**except for relatives 18 or older**) must be accompanied by an attentive resident of The Regency. The only exception is that grandchildren 17 or under of residents may be accompanied by their attentive parents or a baby sitter. In order to prevent overcrowding, we solicit your cooperation in limiting the number of guests on weekends and holidays. (Please see #8, if over 4 guests).
6. No glass of any kind is allowed in the pool area.
7. The Regency Pool is primarily a quiet area. "Children at play" is acceptable however excessive noise, screaming, loud talking, splashing on others, etc. is a violation of the rules as printed and approved by the Pool Committee and Board of Directors. We all know the importance of staying in touch; however, if you are poolside and receive a call, or need to make a cell phone call, please BE POLITE and take the call away from other residents in the pool area.
8. When planning to entertain more than four (4) guests at the pool facility, please notify the office so your party can be scheduled. The Health Department rules limit the number of people one lifeguard may oversee. **No parties may be scheduled on holidays, Saturdays, or Sundays without prior approval.** With prior approval, a party may continue until 10 PM provided lifeguards are willing to stay, and the host/hostess will be charged \$20.00 per hour after Regency pool hours. A \$25.00 use and cleanup charge is payable to The Regency, if cleanup is not undertaken by resident.
9. Children under 14 are not permitted in the pool area unless accompanied by an adult (*18 or older*). Children in diapers will not be permitted in the pool unless they wear both a "swim" diaper and a diaper cover. Children's diapers and clothes must be changed in the changing room, or a private cabana.
10. Swimmers must remove all hairpins, curlers, etc. Swimmers should shower before entering the pool if necessary, i.e., after workout.
11. Audio equipment (tape players, radios, etc.) will be permitted only if used with headphones.
12. No rafts or other inflatable objects may be used when the pool is crowded (10 people or more in the water).
13. No pets or smoking are permitted in the pool area.
14. Please do not sit or rest near handrail or ladders.
15. The safety line may be unhooked 15 minutes prior to each hour if anyone wants to lap swim each day, except on Holidays, by the Lifeguard on duty. Per the Board of Health when the safety line is down, no one, other than lap swimmers, is allowed in the water.
16. Pool temperature will be set at 85 degrees and shall not be changed without written approval from the Pool Committee. This temperature is approximate; the heater will be set to turn off at 85. The

- weather / sun may cause the temperature to fluctuate a couple of degrees either way.
17. Clear access to cabanas must be maintained at all times for owners to ingress and egress.
 18. Sitting or lying on a towel placed on the furniture is strongly recommended.
 19. No one feeling ill may use the facility. This includes if you have a cough, fever, sore throat, eye infection, or a loss or diminishing sense of smell or taste.

Please be reminded the lifeguard's main responsibility is watching people in the pool; not cleaning, starting grills, etc. The lifeguard is responsible for the instruction and enforcement of these rules and will give two warnings prior to asking the person to leave for the day.

MOVING IN OR OUT

Household

Please notify your moving company of the following rules and regulations:

1. Advance reservation of the loading dock (and service elevator) must be made to assure your access. First request received will have priority. Call the office at 871-0100, between 9 a.m. and 5 p.m. Monday through Friday.
2. Contact the office upon your arrival to obtain the service elevator key and any special instructions. A deposit of the driver's Operator License or \$10 will be required for loan of the key.
3. Moving in or out will be limited to the hours of 9 a.m. to 5 p.m. on any regular working day, Monday through Friday. No moving permitted on Saturdays, Sundays, or holidays. This is required to assure the residents freedom from congestion and noise during non-working hours. Should unique circumstances require consideration of a move-in outside regular working hours, Manager approval must be obtained, and cost of a Regency attendant must be accepted.

Miscellaneous, small individual pieces of furniture, cartons, racked clothing, or other bulky items may be brought in from the:

Loading Dock - (advance notice advised)

Door 2 - (Vans and pickups are allowed on Lot 2, but no large trucks)

The Front Door and Door 1 may not be used for moving furniture or other bulky items.

MAINTENANCE

The Regency Maintenance Staff is here to maintain and preserve equipment within the building. We are also available, unlike any other condo we know of, to do repairs within the residential areas which can vary upon different needs. If however, the job is out of the scope of our expertise, we will gladly supply you with an alternative repair source. The following is a list of *some* of the jobs we are available to do:

- Minor Appliance Repairs and Replacements.
- Cleaning out from under your refrigerator (which can assist in energy savings and improve performance of the appliance), is suggested to be done twice a year.
- Hanging of art work and other items.
- Plumbing repairs and replacement such as drains and fixtures.

- Installing (hookup) of electronic equipment (stereo, DVD players, computers, TV and HDTV).
- Hanging and installing light fixtures, dimmer controls, switches and electrical outlets. Lamp repairs and installing light bulbs in those hard to reach places.
- If you have a humidifier, clean and service yearly as recommended.
- Hanging and installing window treatments.
- Caulking and sealing countertops and tile.
- Turn and rotate mattresses.

These and many other services are available by maintenance staff at \$50.00 hourly with a minimum of 15 minutes charge. If you have questions as to what can be done or any other questions regarding service, please feel free to contact the office (871-0100) between 9 a.m. and 5 p.m. Routine maintenance will be performed only during regular working hours.

For emergency maintenance outside regular working hours, call the Front Desk (871-0100) who will notify the on-call maintenance person.

Emergency maintenance within a unit is defined as that repair required to prevent:

1. An unhealthy or possibly injurious situation; or,
2. A condition causing, or which will cause, progressive damage to the building.

Specific items covered under these categories for after-hours maintenance are:

1. Health and Welfare:
 - tripped circuit breaker
 - refrigerator malfunction
 - air conditioning failure
 - smoke alarm battery "chirping"
2. Damage Potential:
 - electrical short
 - stopped up sink or toilet
 - leaking water not flowing out through drain
3. Lockout:

After hours service will be provided for a \$9.00 fee per occurrence, which will be billed on your monthly statement.

Front Desk personnel are prohibited from giving out the telephone number of the on-call maintenance personnel, or from calling them when the services requested do not meet the above criteria.

CONSTRUCTION AND REPAIR

Please notify your outside contractors for construction or repair of the following rules and regulations before beginning any work in your unit:

1. Workers working in the Tower are to check on and off the property with the Maintenance office on the lower level or the General Office off the lobby. They should park in the spaces adjacent to the loading dock. Workers in the Square may call 871-0100.
2. Plans are to be submitted to the General Manager or Building Superintendent in advance of beginning work.
3. Workers may be on the premises 8:30 a.m. to 5:00 p.m. only Monday through

- Friday. **No noise before 9:00 a.m.** No work on weekends and holidays.
4. Workers are NOT to be given keys other than to the individual unit.
 5. All ongoing work is to be coordinated with and inspected by the Building Superintendent or General Manager.
 6. All work shall be done in accordance with applicable local building codes and regulations and owners are responsible for ensuring strict compliance with such codes and regulations.
 7. NO ONE, owners and contractors included, may enter a wall, ceiling or floor for any purpose without written permission, and full consultation, supervision and inspection of the General Manager and Superintendent. Including but not limited to:
 - A) Connecting to or modifying the central antenna system,
 - B) Adjusting or modifying the heating and air conditioning systems, thermostats, and valves,
 - C) Modifying any wiring,
 - D) Penetrating or connecting to any duct, exhaust or other entity,
 - E) Opening, adding to, eliminating or otherwise reconfiguring any wall, ceiling or floor.
 8. No wood or combustible material is permitted in the walls.
 9. All materials are to be taken to the floor on the service elevator, through arrangement with the maintenance office. Stairways and the other elevators are NOT to be used.
 10. All materials must enter the main building through the service dock. Materials must be on a dolly or two wheeler, not slid along the floor. Elevator floor mat and wall protectors are to be used.

REGENCY EMPLOYEES HOLIDAY FUND

Each year The Regency sponsors a Holiday Fund to thank all of the employees who work to make our lives here as easy and as pleasant as possible. This includes about 35 employees; those we see on a daily basis and those we rarely see, but whose behind the scenes efforts are of vital importance.

Your Holiday Fund Committee strives to ask all the residents of both the Tower and the Square to participate in this Fund. It is the only way that all our staff can receive their fair share.

A few things to keep in mind as you consider your contribution:

1. Whether you reside at The Regency year-round, or go away for the winter (please make your contribution before you leave), your unit must be maintained full-time, and Regency employees are on the job to look after your interests.
2. If certain employees have been especially helpful, and you want to thank them individually, fine, but don't forget the rest of the employees that you do not see on a regular basis. The Fund rewards everyone for their efforts.
3. How much should I give? Obviously, this is completely up to you. A possible goal is a dollar a day for all the superior services we receive from our wonderful staff.

Make checks out to "Regency Holiday Fund" and give it to the office. Please be generous to our loyal employees and let's aim for 100% contribution. *P.S. We assure you that all contributions are confidential.*

Holiday Fund Coordinators

CINCINNATI FIRE DEPARTMENT APPROVED EMERGENCY PLAN FOR THE REGENCY CONDOMINIUM HIGH RISE

Fire:

TO REPORT A FIRE CALL – 911

A. If a fire occurs "IN YOUR UNIT"

1. Immediately report the fire. Give them your name, the Regency, 2444 Madison Road, and your unit number. DO NOT assume that someone else will report the fire.
2. Use the telephone to call the Doorman 24/7, or the office at (513)871-0100.
3. Leave the unit without delay. The safety of your life comes first. (If the fire is small and you are able, fight the fire, otherwise leave without delay.)
4. Unlock and close your door(s). The Fire Department will want to enter rapidly and will search to make sure everyone is out safely.
5. Pull the alarm in the hall located near the stairwells in the small red box marked **FIRE**, and leave by the building stairwell exit. If the building is NOT in alarm, **DO NOT COME TO THE LOBBY**. It must be clear for firefighting activity.
6. If you cannot leave the unit, STAY CALM. Go to the balcony, and you will be directed to safety by rescue personnel.
7. If there is no balcony, or you are caught in smoke, keep low to the floor where the air is clearest. Take short breaths (through your nose) until you reach safety. Put as many closed doors between you and the fire as possible. Wave a sheet out the window.

B. If there is a fire or smoke "near" your unit:

1. Feel the door before you open it. If it is hot or you see smoke seeping into your room, **DO NOT OPEN THE DOOR**. A dangerous fire condition probably exists on the other side.
2. If a fire does exist in the hall and your access to fire exits is blocked or if you are physically unable to leave your unit or walk down the stairs, remain in your unit, sealing off all cracks and vents (to keep smoke out) with wet towels or sheets. Take refuge in a room with an outside window and with as many closed doors between you and the fire as possible. If you must remain in the unit, open a window at top and bottom for ventilation. Wave a sheet to signal for help. DON'T PANIC, CLIMB OR JUMP. Wait for rescue help to arrive. If smoke is entering the windows from below, close the windows.

C. When leaving your unit during a fire:

1. First, make sure the door feels cool, then open it cautiously, be braced to slam it shut if the hall is full of smoke or if you feel pressure against the door. If all is clear, leave your unit, closing all doors behind you, **BUT LEAVING THEM UNLOCKED**, to slow the spread of the fire.
2. Alert the occupants of other units on floor if possible. Proceed immediately to the closest EXIT STAIRWAY. Be sure to close the stairway door behind you.

REMEMBER...EXIT DOORS PROTECT YOU ONLY IF THEY ARE KEPT CLOSED. Carry all pets.

3. DO NOT USE ELEVATORS. They may already be out of service. Also, the Fire Department will need the use of any operable elevators at the time of their arrival in order to gain access to the fire area. Once you are in a clear stairwell, you are in a safe area and you can take your time descending out and away from the building. DO NOT COME TO THE LOBBY.

4. DO NOT CALL THE BUILDING OFFICE OR THE DOORMAN...THEY WILL BE BUSY. The only exception is to report a fire or the need for physical assistance to evacuate.

D. Know your building...even in the dark.

1. You should know by heart the location of all exit stairways on the floor. Know the location of the nearest fire alarm box. YOU MAY SAVE LIVES IN THE EVENT OF AN EMERGENCY.
2. Have an escape plan so you and your family know what to do. Now consider that in an emergency, hallway lighting and exit lights may be out. Make sure you can follow an escape plan even in the dark. Have an alternate rehearsed plan in mind so you are prepared for any situation. Decide on a meeting point outside the building just in case you become separated to be sure all family members are safe. DO NOT RE-ENTER THE BUILDING UNTIL INSTRUCTED TO DO SO. Have a working flashlight handy at all times. Take your keys. Unlock the doors.

E. FINALLY - MAKE YOUR FAMILY ESCAPE PLAN NOW

1. Check for two (2) exits. Walk the distances. Count the steps. Make a simple floor plan showing both exits and plan your route of escape.
2. Have a family meeting. Explain the plans and review these instructions. Have everyone practice the fire drills. Keep the plan handy so it is a constant reminder to everyone.

- F. City of Cincinnati Building Codes require that unit doors to the corridors be kept closed. These are special fire-rated doors to protect occupants from smoke and gases released by a fire.

THE REGENCY CONDOMINIUM HIGH RISE IN HOUSE ALARM SYSTEM:

HOW THE TOWER FIRE ALARM SYSTEM WORKS

In Units Ending In 3,5,9,11 & 12

Should an alarm go off in a unit ending in 3, 5, 9, 11, or 12, the Front Desk will be notified and will check out the problem prior to putting the building into alarm. Should they fail to get an answer at the door, they will check the door for heat, if none is detected enter unit, if necessary break the door down, if heat is detected we will assume the worst and set off the alarm for that floor by using the nearest pull station. Should it be necessary for you to put the building into alarm, just pull the hand station on your floor, then everyone on that floor, the floor immediately above and the floor immediately below will be notified to evacuate the building by audio notification via the red speaker above your front door. This notice will be loud and clear if you are on one of those three floors, and you should begin to exit the building.

Once the building is put into alarm, the rest of the building will probably still be able to hear the message faintly in the stairwells, elevator shafts, etc., but not "loud and clear". Those people do not necessarily have to evacuate the building. The choice would be yours, but **please do not** call the Front Door or Office. This will

only tie up the lines and personnel must be used in other ways.

Should the smoke migrate up or down a floor, then additional floors will receive the loud audio notice in their unit to evacuate. **Again please do not call the front desk or office, just begin to exit!**

If the fire is in your unit, then you need to get to safety, put the building in alarm and call 911 **immediately**, and let them know. Do NOT call the Front Desk or anyone else because YOU will be the only one who can answer their questions. The 911 operator may then limit the number of units and personnel being sent, or call for more; however, someone will be sent due to the fact that an alarm has sounded and reported. Once we are 100% sure there is not a problem we may silence the alarm; however the Fire Department ONLY can authorize resetting the alarm.

While the Fire Department is on the way, someone from the maintenance staff will first go to the alarm panel, ascertain the location, then go evaluate the situation, and return to the Lobby to assist the Fire Department. Again, once the Fire Department is called, they are the only ones who can reset the alarm. **WHEN THE ALARM STOPS, THAT IS THE SIGNAL THAT ALL IS CLEAR FOR THE BUILDING.**

HOW THE TOWER FIRE ALARM SYSTEM WORKS **In Units Ending In 1,2,4,6,7,8, & 10**

Should an alarm go off in an individual's unit, then everyone on that floor, the floor immediately above and the floor immediately below will be notified to evacuate the building by audio notification via the red speaker above your front door. This notice will be loud and clear if you are on one of those three floors, and you should begin to exit the building.

The rest of the building will probably still be able to hear the message faintly in the stairwells, elevator shafts, etc., but not "loud and clear". Those people do not necessarily have to evacuate the building. The choice would be yours, but **please do not** call the Front Door or Office. This will only tie up the lines and personnel who must be used in other ways.

Should the smoke migrate up or down a floor, then additional floors will receive the loud audio notice in their unit to evacuate. Again, please DO NOT CALL THE FRONT DESK OR OFFICE, JUST BEGIN TO EXIT!

Should you set your alarm off by accident, i.e., cooking or whatever, or if the fire is in your unit, then you need to get to safety and call 911 **immediately**, and let them know. Do NOT call the Front Desk or anyone else because YOU will be the only one who can answer their questions. The 911 operator may then limit the number of units and personnel being sent, or call for more; however, someone will be sent due to the fact that an alarm has sounded and reported. Once we are 100% sure there is not a problem we may silence the alarm; however the Fire Department ONLY can authorize resetting the alarm.

While the Fire Department is on the way, someone from the maintenance staff will first go to the alarm panel, ascertain the location, then go evaluate the situation, and return to the Lobby to assist the Fire Department. Again, once the Fire Department is called, they are the only ones who can reset the alarm. **WHEN THE ALARM STOPS, THAT IS THE SIGNAL THAT ALL IS CLEAR FOR THE BUILDING.**

TORNADO:

Interior halls of the Tower and its storage areas are recommended by Hamilton County Civil Defense as the safest place to be.

A closet or bathroom with the door closed will protect you from flying glass.

DO NOT COME TO THE LOBBY. It must be kept clear of all non-essential personnel to allow rapid and unobstructed management of the emergency.

For the same reasons, DO NOT CALL THE OFFICE OR FRONT DESK.

CALL 911

For Medical, Fire or Police Emergencies