

Seldom Seen Acres Condominium Association

RULES AND REGULATIONS

The Handbook

Revised: January 2024

CHANGE PAGE

Change Date	Content changed
June 1, 2013	Original handbook created
December 2014	Handbook updated – has no change history
December 2015	Handbook updated – has no change history
April 2017	Handbook updated – has no change history
November 1, 2018	<ul style="list-style-type: none"> To reflect new property Management company – Capital Property Solutions
November 20, 2018	<ul style="list-style-type: none"> To Reflect adding new Maintenance Responsibility Chart Authorized Exterior Replacement Items Add Drawing Showing Location of Main Water Shut Off Valves for Each Unit
June 26, 2019	To Reflect changes to pool and pool deck rules
September 2022	<ul style="list-style-type: none"> Updated CMA duties Section 3 – Updated Delinquency Policy Section 8 – Added note on Water Utilities and added NEW overdue water bill procedure. Section 9 – Added string lights and paver requirements. Section 13 – Corrected the Ohio Administrative Code reference. Section 15 –Updated Re-Added the Water Valve Shut Off Maps
August 2023	<ul style="list-style-type: none"> Updated pool hours to 9AM to 9PM Changed CMA (Change Management Administration) back to ARC (Architectural Review Committee) Section 9 -Added six (6) month expiration to EMRs. Section 11 - Updated clubhouse rental
January 2024	<ul style="list-style-type: none"> Section 9 – Limited string lights to patios/courtyards Section 11 – Changed clubhouse capacity numbers. Section 12 - Updated sub-sections D and E Section 18 – Changed dates to November 15th. Section 18 – Added leaf/debris removal information. Section 21 C – Defined seasonal as December 1-January 15 Section 21 D – Removed “seasonal” from Wreath description. Section 21 F – Added exception. Section 24 – Created Section 24 from a Subsection of Section 23

TABLE of CONTENTS

Contents

- CHANGE PAGE**2
- TABLE of CONTENTS**3
- MESSAGE FROM THE BOARD OF DIRECTORS**5
- ABOUT THE HANDBOOK**5
 - GOVERNING DOCUMENTS (Declaration and Bylaws)5
 - THE HANDBOOK5
- ABOUT THE BOARD**6
 - ELECTION6
 - BOARD MEETINGS6
- ABOUT THE ASSOCIATION**6
 - ASSOCIATION MEETINGS6
 - COMMITTEES6
 - OWNER /BOARD COMMUNICATIONS7
- ABOUT INSURANCE**7
- ABOUT THE PROPERTY MANAGER**7
 - PROPERTY MANAGER7
- ABOUT COMMON and LIMITED COMMON ELEMENTS**8
 - COMMON ELEMENT DEFINITION8
 - LIMITED COMMON ELEMENT DEFINITION8
- ABOUT THE RULES AND REGULATIONS**8
 - 1. DISTURBANCE, SAFETY or HEALTH ENDANGERMENT8
 - 2. FACILITY MAINTENANCE8
 - INTERIOR and EMERGENCY MAINTENANCE8
 - 3. FINANCIAL MATTERS9
 - DELINQUENCY POLICY ON FEES AND ENFORCEMENT ASSESSMENTS9
 - 4. GUEST RESPONSIBILITY10
 - 5. MOVING10
 - 6. REFUSE COLLECTION11
 - 7. RENTING or LEASING of a CONDOMINIUM11
 - 8. UTILITIES12
 - OVERDUE WATER BILL PROCEDURE:13
 - 9. EXTERIOR MODIFICATIONS13
 - SUBMISSION PROCEDURE14
 - 10. INTERIOR MODIFICATIONS14
 - 11. CLUBHOUSE RENTAL AND USE15
 - 12. POOL AND POOL DECK RULES15

13. OUTDOOR OPEN-FLAME COOKING DEVICES	16
14. PARKING AND VEHICLE RESTRICTIONS.....	17
16. ANTENNA/SATELLITE RESTRICTIONS	18
17. FLAG RESTRICTIONS.....	18
18. LANDSCAPING	18
19. SNOW REMOVAL	19
20. OUTDOOR FURNITURE AND EQUIPMENT	19
21. OUTDOOR DECORATIONS	20
22. SIGN RESTRICTIONS	20
23. WINDOW/DOOR COVERING RESTRICTIONS.....	20
24. NONCOMPLIANCE.....	20
SELDOM SEEN ACRES CONDO ASSOCIATION Maintenance Responsibility Chart	22
SELDOM SEEN ACRES CONDOMINIUM ASSOCIATION IMPROVEMENTS.....	25
WATER VALVE SHUT OFF MAPS	25

MESSAGE FROM THE BOARD OF DIRECTORS

Dear Fellow Owners,

DECLARATION ARTICLE III: PURPOSES of the CONDOMINIUM PROPERTY state the reasons why the Seldom Seen Acres Condominium Association was created in 2005. That is, to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed, to administer the Condominium, to create restrictions, covenants, and easements providing for, promoting, and preserving the values of Units and the Common Elements as well as the well-being of Unit Owners and Occupants, to administer and enforce the covenants, easements, charges, and restrictions hereinafter set forth in this Declaration, and to raise funds through assessments to accomplish these purposes.

The shared nature of our organization imposes a responsibility on the Board to manage the Association in a manner that serves the needs of the majority over the interests of the individual owners. The Board will always endeavor to ensure the interests of the minority are heard.

The effectiveness of your Board depends heavily on the participation and support of each owner. To that end, your Board encourages each of you to provide feedback through the various avenues available. In this manner, we can all successfully contribute to maintaining a beautiful and welcoming community.

Seldom Seen Acres Condominium Association
Board of Directors

ABOUT THE HANDBOOK

This Handbook has been prepared by the Seldom Seen Acres Condominium Association Board of Directors as a quick reference for understanding the roles and responsibilities of our owners and the Board of Directors. It is not meant to be a substitute for our basic governing documents, the Declarations and Bylaws that established our Condominium under Ohio Revised Code Chapter (ORC) 5311. Any conflicts between the governing outlined in the Handbook and the Declaration and Bylaws will be resolved in favor of the Declaration and Bylaws.

GOVERNING DOCUMENTS (Declaration and Bylaws)

These documents are the basis by which a common plan of governance for the Community was created and can only be altered in general by a 75% affirmative owner vote. Each owner has the responsibility to understand and comply with their contents.

THE HANDBOOK

This document has a twofold purpose. The first is to highlight important Declaration and Bylaw requirements; the second is to establish rules and regulations the Board has deemed necessary to maintain the financial viability of the Association, to sustain property values, to create a harmonious and safe living environment, and to achieve the Condominium's various purposes as outlined in Declaration Article III. Any limitation created under the Board's Declaration and Bylaw authority to adopt and enforce laws can be altered providing such changes do not conflict with the governing documents or applicable governmental law or guideline. The Property Manager can identify which limitation(s) can be

altered by the Board. Each owner has the responsibility to understand and comply with the Handbook contents. Every owner should have received a copy of the Condominium Declaration and Bylaws and the Handbook at or before the closing on their unit. If not, please contact the Property Manager immediately, or access the Community website, when available, to download an electronic copy. A hard copy may be requested from the Property Manager and will include applicable administrative costs.

ABOUT THE BOARD

In accordance with the Declaration and Bylaws and ORC 5311.081, your Board has the authority to make decisions and to promulgate rules and regulations to maintain the financial viability of the Association, to sustain property values, to maintain/repair the common elements, and to create a harmonious and safe living environment. Contact information for members of the Board of Directors is available from the Property Manager.

ELECTION

The Board is presently composed of five Directors elected by the owners of the condominium Association. Each Board member is elected for a three-year staggered term. At least one Board term expires every year. A general owners meeting will be held in the second quarter of every year to elect new Board member(s). At least one-fifth of the terms of the Directors will expire each year.

BOARD MEETINGS

The Board meets as necessary, but in no event less than quarterly, to administer the affairs of the Association, including its finances and operations. Scheduled Board meeting dates are noted on the SSA website calendar and are available from the Property Manager. Board meeting minutes are available to every owner via the Community website or through our Property Manager upon request.

ABOUT THE ASSOCIATION

Seldom Seen Acres was originally built-in phases. These phases referenced throughout the Handbook are as follows:

1. Phase I – Romanelli & Hughes (R&H) built units on Echo Place, Foresta Grand Drive, Latherous Place, Samari Place, and Sunshine Court.
2. Phase IIA – Epcon Communities built units on Coral Creek Court, Courtside Lane, Chasticy Place & Foresta Grand Drive.
3. Phase IIB – the six (6) R&H built units immediately east of the Foresta Grand Drive curve.

ASSOCIATION MEETINGS

At least one annual meeting of the Association membership will be called in the second calendar quarter of each year, with a minimum of five (5) days advance notice. Special meetings of the Association may be called as warranted, per the Bylaws.

COMMITTEES

The Board will form committees as needed to assist in the management of community activities and affairs. Volunteer owners will staff committees and, one committee member will be designated as Committee representative regularly (quarterly, at a minimum) reporting to the Association Board. All

owners are encouraged to be actively involved in their community and volunteer for committee appointments.

OWNER /BOARD COMMUNICATIONS

Owners are encouraged to provide feedback to the Board. All such communications should be directed to our Property Manager who will then forward them to the Board.

ABOUT INSURANCE

The Association will maintain appropriate levels of insurance according to Ohio law and governing documents. An electronic copy of the Association’s Insurance Policy can be obtained from our Property Manager. A hard copy can also be requested but will include applicable administrative costs.

The Association maintains appropriate levels of insurance for the Common and Limited Common Elements of the Community, as well as the basic structure (both interior and exterior) of the condominium units as they were at the time the units were first transferred from the developer (builder) to the initial owner at the time of closing.

The above insurance data is provided solely for informational overview purposes only. Owners are responsible for and encouraged to determine their individual owner’s insurance requirements upon consultation with a qualified insurance expert. Owners should consider obtaining individual insurance which would provide coverage for personal contents and all additions, improvements, betterments, and upgrades added to the unit after the unit was transferred from the developer (builder) to the first owner at closing. In addition, this coverage should include coverage for our Association policy deductible. For a copy of the “Rule for Insurance Deductible Policy” contact the Property Manager. The Rule provides that the unit owner is responsible to pay for unit damages that fall within the Association’s deductible amount.

ABOUT THE PROPERTY MANAGER

PROPERTY MANAGER

Capital Property Solutions
P.O. Box 630
Worthington, Ohio 43085-0630
Tel: (614) 481-4411
Fax: (614) 443-3798

The Board has hired a Property Manager to manage the day-to-day tasks required to administer our Community based upon Board established parameters. These tasks include, but are not limited to:

1. Administration of rule compliance and Common/Limited Common Element modification processes.
2. Completion of routine property inspections.
3. Direction and administration of the Association’s delinquency policy.
 - a. Management of all financial processes, including the collection of monthly fees and enforcement assessments.
4. Provision of all applicable documents to all owners.

ABOUT COMMON and LIMITED COMMON ELEMENTS

The Common Element is for the sole and exclusive use, benefit, and enjoyment of the owners for the purpose and manner for which such elements and facilities are ordinarily used. All owners jointly own the Common Elements, including the Limited Common Elements.

COMMON ELEMENT DEFINITION

Except that which is defined to be a unit, the Common Element is all the condominium property. This includes, but is not limited to, roads, infrastructure, grounds, clubhouse, pool, landscaping, and irrigation system.

LIMITED COMMON ELEMENT DEFINITION

Limited Common Elements are those portions of the Common Element that serve one unit and whose use, benefit, and enjoyment are reserved for the lawful occupants of that unit. Such elements include, but are not limited to, driveways, porches, courtyards, and patios. For additional clarification, contact the Property Manager.

ABOUT THE RULES AND REGULATIONS

1. DISTURBANCE, SAFETY or HEALTH ENDANGERMENT

No owner shall create or permit a guest or domestic animal to create any noise, nuisance, or condition, including safety or health related issues, to originate inside or outside one's unit that constitutes an unreasonable disturbance or danger to another person. This restriction is always applicable to all areas of the condominium property. On the street parking in the community and/or double parking in the clubhouse lot is prohibited. Prohibited parking constitutes a safety and/or health danger to our community by potentially blocking emergency vehicle's access to a condominium property. To avoid this danger offending vehicles may be towed without warning to the owner.

2. FACILITY MAINTENANCE

To ensure repair and replacement quality, consistency, accuracy, and cost effectiveness, all exterior owner responsible maintenance shall be performed by the Unit Owner and be subject to the provisions of the Declaration allowing the Board to make repairs in the event the Owner fails to do so. The Board will not hesitate to use self-help as allowed by the Declaration. All costs of such maintenance or repair will be assessed to the Unit owner's account.

INTERIOR and EMERGENCY MAINTENANCE

All interior maintenance, including that which is an emergency in nature, is the responsibility of the owner. If the Property Manager dispatches a maintenance technician to address an interior emergency maintenance item, the cost for that service call and maintenance is the responsibility of the owner. For non-emergency interior maintenance, the Property Manager may agree to perform the requested interior maintenance on a fee for service basis to the owner or may recommend a contractor for that service.

The Declaration, Article X, Section 2, states as follows:

“In the event (a) a Unit Owner shall fail to repair or perform maintenance as required of that Unit Owner, (b) the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, (c) the need for maintenance or repair of any part of the Condominium Property results from the failure of any Unit Owner or his, her, or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law; the Association may perform the same. If the cost of that repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, its cost shall constitute a special individual Unit assessment on the Unit owned by that Unit Owner and on that Unit Owner. The determination that a particular maintenance or repair is necessary or has been caused in the prescribed manner, shall be made by the Board in its sole discretion.”

In addition, the Declaration, Article IV, Section 9, provides that all exterior modifications to the unit or the Common Elements must be approved in writing by the Board, as follows:

“Architectural Control” Except for improvements constructed by Declaration or its designer during the initial construction, no building, fence, wall, other structure, other improvement, or change to an exterior of an existing building, fence, wall, or other structure shall be made or begun until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same are submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole discretion.”

The Board intends to enforce these provisions rigorously so to maintain the uniform and well-maintained appearance of the condominium property and reserves its right under the Declaration or Ohio law to bring any Unit into compliance.

The Property Manager must be provided with an exterior modification request and send a letter of Board approval prior to an owner making any exterior repairs or modifications. The Architecture Review Committee (ARC) will recommend acceptance/denial of this modification and forward to the Board for approval/denial. Following a Board decision, the Property Manager will send an approval/denial letter to the Unit owner. An approval letter must be received BEFORE any exterior repairs or modifications can be made. Failure to comply will result in the modification being reversed at the owner’s expense if the Board does not approve the change.

3. FINANCIAL MATTERS

Association dues (monthly fees) are payable to *Seldom Seen Acres Condominium Association* on the first of each month. Please utilize the provided coupons when paying your Association dues. Automatic electronic transfer of monthly dues can be arranged through the property management company.

DELINQUENCY POLICY ON FEES AND ENFORCEMENT ASSESSMENTS

1. All assessments are due on the 1st day of the month and are considered late if not received by the 10th day of the month (“the late date”).
2. After the late date, an administrative late charge of \$25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)

3. The Association will apply any payments in the following order:
 - A. Interest owed to the Association.
 - B. Administrative late fees owed to the Association.
 - C. Collection costs, attorney's fees, and paralegal fees the owners Association incurred in collecting the assessment; and, finally,
 - D. The oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

4. GUEST RESPONSIBILITY

Unit owners are *responsible* for the *behavior* of their *guests* and *guest adherence* to applicable governing documents, i.e., Declaration, Bylaws, this Handbook, Ohio law, and applicable governmental documents, including, but not limited to the Liberty Township on-street parking prohibition.

5. MOVING

On moving day, no vehicles are permitted to interfere with the normal flow of traffic. Try to arrange for your moving date so that it does not conflict with scheduled events such as refuse collection.

If you are moving, it is important to notify the Property Manager who the new owner of record will be and the closing date. It is the current owner's responsibility to make certain that payment of all condominium dues and fees are current, including any special assessment levied against the Unit prior to the sale of that unit.

Within five days after the purchase of a unit, the owner shall notify the Association, in writing, of the sale and provide the following information:

1. The names of all occupants of the unit.
2. Current owner's mailing address and future mailing address to which homeowner requests notices to be sent.

3. Business and home telephone numbers of all occupants or tenants. It is preferred cell phone numbers are provided as well in the case of an emergency.
4. Email address is optional.

6. REFUSE COLLECTION

All refuse must be stored in the vendor's refuse container and housed in an owner's garage until 5:00 pm the day before collection day. The empty container must be returned to the garage by 10:00 pm on collection day.

Weekly collections occur each Thursday but are subject to change by our vendor. During holiday weeks, owners should consult the vendor's website or contact their office to determine any collection day change.

Owners should contact Delaware County to determine the proper process for disposal of household hazardous waste.

7. RENTING or LEASING of a CONDOMINIUM

***** only allowed under certain circumstances & requires PRIOR board approval *****

The number of occupants shall be limited to that permitted by local housing, health, and other regulations governing our units. No unit shall be used for any purpose other than that of a residence for individuals living as a single housekeeping unit.

No unit may be rented, leased, or used as a group home, daycare facility, commercial foster home, hotel, corporate housing, or any other commercial business. Sub-leasing of any unit in whole or in part is also prohibited. With this stated, the Board has promulgated the following rules regarding leasing:

- A. Every lease and renewal lease covering an entire unit of a condominium shall be in writing and duly executed by the parties thereto. It shall contain all provisions required by this Handbook and shall not be for a period of more than twenty-four (24) full consecutive months.
- B. A copy of the renter/lessee's lease is to be recorded with the Property Manager, along with a signed acknowledgment of receipt of the Handbook.
- C. Owners are responsible for:
 - 1) For any agents, tenants, tenant's guests, or their agents for their actions and compliance with the declarations, bylaws, and standing rules and regulations per the Handbook. The owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the owner, including any fines assessed because of the tenant's violation of the rules and regulations or Declaration provisions for this community.
 - 2) To hear and report their tenant's requests, complaints, or observations and convey that information to the Property Manager in a timely manner so that action can be taken, if needed, by the Board or Property Manager.
 - 3) To administer their properties, make sure their tenants have knowledge of, and abide by, the Association's Declaration, Bylaws, and the current Handbook.
 - 4) To fulfill their Association responsibilities as Unit Owners.
 - 5) Tenants are responsible:

- To refer all requests or needs to their respective owner or agents of the owner.
- To, except in the case of dire emergency, direct all inquiries to the owner or owner's agent.
- To comply with the rules outlined in the Declarations, Bylaws, and The Handbook.

6) **Leasing of Units:** To create a community of resident Unit Owners, to remain within mortgagee owner- occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including, without limitation, the preservation of property values and the wellbeing of Unit Owners and Occupants; no Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following:

- a) The above prohibition does not apply to:
 1. Units that are occupied by the parent(s) or children of the Unit Owner; or
 2. Any Unit Owner leasing or renting their Unit at the time of recording of this amendment with the Delaware County Recorder's office (January 4, 2017), and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"). The Unit Owner of a Grandfathered Unit can continue to enjoy the privilege of leasing that Unit, subject to the restrictions and requirements in subparagraph (c), until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner, at which time the Unit will no longer be classified as a Grandfathered Unit.
- b) To meet a special situation and to avoid practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specified lessee for a one-time period of no MORE than twenty-four (24) consecutive calendar months. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least ten (10) business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

Failure to comply with all aforementioned renting or leasing rules and regulations may result in, but not be limited to, an enforcement assessment to be determined by the Board. Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of units. See Amendments to the Declaration for full details.

8. UTILITIES

Owners are responsible for facility maintenance and payment of their own gas, electric, water, sewer, cable television, telephone, and for calling to initiate service on the date of possession. The Condominium Association pays for the utilities and their maintenance for all Common Elements. For specific LCEs involved, please contact the Property Manager.

NOTE: The Water Utility Company for Seldom Seen Acres Condominium Association sends monthly water bills to each owner which are due the first day of each month and paid in addition to the owner's HOA fees.

OVERDUE WATER BILL PROCEDURE:

As Title companies have not been collecting the last remaining month or two (2) of the water bills when closing on a condo sale, as of February 2022 this procedure has been put into place.

If there is a balance still due on the account that the title company did not collect at closing, that balance will now move to the new owner's responsibility. It then becomes the new owner's responsibility to pay and the new owner's responsibility to collect from the seller or the Title company.

9. EXTERIOR MODIFICATIONS

- A. Structural changes (interior or exterior) are prohibited.
- B. Written Board approval is required for any modification or alteration to the Common or Limited Common Elements. Owners desiring such changes must contact the Property Manager for applicable requirements and forms. Violation of this restriction shall result in maximum enforcement and/or legal action.
- C. Color changes are prohibited for all exterior elements.
- D. No item can be displayed on, affixed to, or penetrate the unit's exterior unless specifically authorized by the Board. This includes, but is not limited to, antenna, awning, cable, canopy, seasonal decoration, dish, plaques, shutters, signs, and wire. (Exception for hanging baskets refer to section 18-D)
- E. Owners are responsible for Common or Limited Common Element damage from their negligence or intentional acts. Such damage will be repaired by the Association and related costs will be assessed to the owner.
- F. Front door security peep hole may be owner installed if done so without damage to the door. The peep hole must be oil rubbed bronze finish.
- G. Concrete painting/staining requires Board approval.
- H. Fencing in Phase I and Phase IIB is prohibited.
- I. Hot tubs are prohibited.
- J. Low voltage landscape lights and solar lights require Board approval. Electrical cords and/or lighting cannot extend across sidewalks, driveways, or porches.
- K. Patio extensions require Board approval.
- L. Patio utility and supply line installation require Board approval.
- M. Storm and screen combination door installation requires Board approval.
- N. Garage door removal and installation require Board approval
- O. Ring or similar doorbells require Board approval
- P. **Patio/courtyard String lights**
 - Prior to the Installation of String lights, a resident must submit an Exterior Modification Form to CPS and receive Board approval.
 - String light strands are limited to two (2) and must be within the unit owner's patio/courtyard space and not attached to another unit owner's property.
 - String lights must be 11 Watt (low voltage) or lower, Heavy-duty, and Weather resistant.
 - String lights must have clear bulbs – no colored bulbs.
 - String light cords must be black. Exception: String lights with tan cords may be used if strung along vinyl courtyard fencing

- String lights may only be installed using small eyehook type screws that support less than 20 pounds secured under the gutter’s soffits into natural wood trim, by gutter clips, or plastic zip clips (along courtyard fencing only). No attachment may be made to Hardie Plank siding.
- String lights may be strung through an existing tree that is of appropriate size to accommodate. If no tree exists, the owner may use an approved pole stand or shepherd’s hook that must be located on the owner’s patio or mulch bed.
- String lights may NOT be strung through arborvitae.
- String lights may only be turned on when the patio/courtyard is in use.
- Electrical cords may not be strung across the patio’s/courtyard’s cement/pavers.
- Unit owners must remove string lights for any necessary Association maintenance such as painting or roof work.
- Unit owner is responsible for any damage that may be caused by the installation, use or removal of the string lights.
- String lights are limited to patios/courtyards when approved by EMR.

Q. **Patio/courtyard pavers**

- The association is not responsible for the maintenance of patios/courtyards with pavers and will not assume responsibility until such patio/courtyard is restored to a cement base.
- Owners wishing to convert their patio/courtyard to pavers must:
 - Submit and receive approval of their exterior modification form.
 - Obtain an “Agreement of Covenants and Easements” prior to the modification.

SUBMISSION PROCEDURE

1. Request and obtain an Exterior Modification Form from Capital Property Solutions.
2. Fill out the application and provide a drawing of the modification desired and submit it to Capital Property Solutions.
3. Capital Property Solutions will forward the application to the Vice President of the Board, who will send a copy to ARC (Architecture Review Committee) for their review.
4. Upon ARC review, ARC will send the application with their recommendations to the board for approval/denial.
5. Upon board approval/denial, Capital Property Solutions (CPS) will send a letter to the owner stating that the design or layout is approved/denied. **Modifications/Construction may not start until the owner receives an approval letter from CPS and the contractor applies and receives the necessary permits.** To apply for the permit, the owner should provide a copy of the board approval letter to the contractor for inclusion to the Liberty Township Building Department when requesting the permit(s). Once the contractor receives the permit(s), the contractor will provide a copy to the owner and the owner will provide a copy of the permit(s) to Capital Property Solutions (CPS.) Modification/Construction may start when the permit(s) are delivered to and acknowledged by Capital Property Solutions.
6. When the project is completed, the contractor will call Liberty Township for inspection. A signed (by Liberty Township inspector) copy of the inspection report must be provided to the owner who will then provide a copy to Capital Property Solutions and a copy for the board.
7. Failure to complete an approved EMR within six (6) months nullifies the EMR and the resident is required to resubmit the EMR if the modification is wanted.

10. INTERIOR MODIFICATIONS

- A. Interior structural changes are prohibited.
- B. Interior renovations (non-structural) do not require board approval.

11. CLUBHOUSE RENTAL AND USE

All owners/residents/guests using the clubhouse lounge/patio, fitness center, or pool/pool deck area do so at their own risk. In the absence of an Association provided lifeguard, no one should swim without another capable swimmer present. The Seldom Seen Acres Condominium Association assumes no responsibility for any accident or injury in connection with any use of its facilities. For the privilege of enjoyment and use of these facilities, all persons hereby release and discharge the Association and its representatives from all claims for damages arising from the use or operation of any equipment, or items within our amenities. OCCUPANCY LIMITATIONS (Code Compliance)

Owner and guest access must be controlled to ensure that the Liberty Township occupancy limits are not exceeded, and to make certain our owners have reasonable access to these facilities.

- Fitness Center – 15
- Clubhouse Lounge – 65

A. Facilities are for the exclusive use of our owners and tenants of a Unit and may be reserved solely for their use. Owners may not charge a fee for any event or meeting held in the facilities. Association functions hold priority over all other functions.

B. The Clubhouse Lounge may be rented or used between the hours of 8:00 am through 11:00 pm, Sunday through Saturday. The Fitness Center is available from 5:00 am to 11:00 pm Sunday thru Saturday. The Pool hours when open for swimming are 9:00 am to 9:00 pm daily.

C. The resident must contact Capital Property Solutions for rental fees and availability. Since the governing documents permit residents to be charged for damage to common elements (clubhouse property) caused by the owner/resident and their guests, the reservation form now states CPS can charge the owner/resident's account an Individual Assessment in lieu of requiring a security deposit..

D. Any electrical devices, such as fans, music, TV, and lights must be turned off when leaving the facility. Doors should be fully closed and locked. Abuse or misuse of facilities could result in termination of privileges.

E. Clubhouse renters need to make special accommodations, such as carpooling, shuttle service, or off premise parking, to ensure that homeowner safety is not jeopardized by prohibited on-street parking and/or double parking in the clubhouse lot during clubhouse rental activities. Violations will result, at the Board's discretion, vehicle towing at the vehicle owner's expense.

F. Owners renting the facilities are responsible for removing all trash following their event.

G. The renter **must be present** and assume responsibility for **guest behavior and adherence** to all applicable governing documents.

H. Smoking and/or vaping is prohibited in all three facilities (Clubhouse, Fitness Center, and pool/pool deck).

I. Proper clothing, including shirts and shoes, is always required. For swimming attire exceptions, see pool/pool deck section below.

J. Children under the age of 15 years must be accompanied and supervised by at least one parent.

K. No underage consumption of alcohol will be tolerated in the clubhouse. The authorities will be notified of underage drinking.

12. POOL AND POOL DECK RULES

A. Owner and guest access to the pool and pool deck areas must be controlled to ensure that the Liberty Township occupancy limits are not exceeded, and to make certain our unit owners have reasonable access to these facilities.

B. Owners are limited to four **(4) guests per unit** in the pool area at any one time.

C. **A unit owner must accompany any guest.**

- D. The entrance to the pool area is the outside gate. **No pool access is allowed using the clubhouse front entrance.** Unit owners are not allowed to give the pool gate key or front door/back door code to guests for their use. Security cameras currently in place will be used to assess owners for violations per Section 24.
- E. Occupancy Limitations for Code Compliance
 - Pool – 13
 - Pool Deck (includes clubhouse patio) – 50
- F. PETS are not permitted in the pool area in accordance with health codes.
- G. Children 15 years of age and under must be accompanied and supervised in the pool and on the pool deck by an adult unit owner.
- H. Swimming diapers are required for any incontinent person utilizing the pool.
- I. Swim clothing is permitted in the clubhouse rest room area ONLY. Safety considerations require shoes or sandals to be worn in the clubhouse. **NO BARE FEET.**
- J. Climbing over fences and gates is prohibited.
- K. Containers (non-glass) are permitted. **NO GLASS CONTAINERS OF ANY KIND ARE ALLOWED IN THE POOL AREA.**
- L. Food/drinks are permitted, but not within three feet of the pool.
- M. Running, diving, jumping, horseplay, rollerblades, scooters, bicycles, skateboards, or other recreational devices with wheels are not permitted in the pool/pool deck area.
- N. Water toys are permitted in the pool/pool deck area.
- O. Throwing objects into the pool is prohibited.
- P. Flotation devices such as rafts are prohibited.
- Q. The pool area opens at 9:00 AM and closes at 9:00 PM except for SSACA sanctioned social events when the pool opening or closing time may be changed.
- R. Unit owners and guests are required to clean up any trash and straighten up chairs, turn off the radio and lower umbrellas as they leave.
- S. The last unit owner/guest to leave is required to turn off the outside stereo. The stereo unit is in the kitchen closet.
- T. Smoking and/or vaping is prohibited in all three facilities (Clubhouse, Fitness Center, and pool/pool deck).

If any owner belonging to our Association reports to the Property Manager or Board that the rules and regulations above noted are not being followed, and it is found by the Board to be true, the Board has the right to have the violator household suspended from using the pool for the rest of the year.

13. OUTDOOR OPEN-FLAME COOKING DEVICES

Our insurance carrier has made a risk control recommendation, and the Board officially adopted all the stipulations of Ohio Administrative Code 1301:7-7-03 Section 308.1.4. All parts of Section 308.1.4 have been adopted including the prohibition of charcoal and open flame device usage within ten (10) feet of combustible construction. Grills and firepits may be operated on patios, but not on front porches, in garages, or on lawns.

14. PARKING AND VEHICLE RESTRICTIONS

- A. Liberty Township zoning restrictions prohibit on-street parking throughout our community. Violation of this restriction may result in an enforcement assessment up to \$200, and/or vehicle towing at the vehicle owner’s expense.
- B. Violation of clubhouse lot double parking, semi-trailer/trailer, or access road parking restrictions may result in an enforcement assessment of up to \$200 and/or vehicle towing at the vehicle owner’s expense.
- C. Garage sales are not permitted due to the on-street parking ban.
- D. Owners and their guests must use their four (4) designated parking spots first (two (2) garage and two (2) driveway). Temporary overflow parking is available to residents and their guests at the clubhouse and overflow parking is available to residents and their guests at the clubhouse and in the designated off-street parking areas (Echo and Samari Place), on a first come-first serve basis ONLY after all the four (4) owner designated parking spots are occupied. This policy is to give all residents consideration and the opportunity to use overflow parking when they have quests. Violators will be subject to an enforcement assessment and/or towing at the vehicle owner’s expense.
- E. Commercial vehicles are prohibited. Vehicles with signage, trucks larger than a 1¾ pickup truck. Vehicles with commercial plates and/or signage are not permitted to be parked on limited common elements (driveways) or common elements (guest parking) at any time. Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for a Unit Owner or commercial vehicles performing services or repairs requested by the developer are the authorized exceptions for the length of time necessary to accomplish the service or repair work.
- F. Garage storage of any vehicle, trailer or boat is acceptable if storage is within the interior of a garage with a closed garage door.
- G. Inoperable/non-licensed vehicles can be parked for less than 24 hours without approval of the Board to effect repair or licensing. Beyond 24 hours will require Board approval in any off-street parking.
- H. Parking or driving on non-paved areas is prohibited.
- I. Other vehicles such as boats, trailers, motor homes, recreational vehicles, trucks larger than 1¾ ton pick-up, campers, and travel trailers, may be parked in the owner’s driveway for loading and unloading only. Such vehicles may not intrude into the community roadway.
- J. Parking lot boundary straddling or Limited Common Element non-standard parking is prohibited.
- K. Vehicle repairs other than a flat tire, oil change or dead battery are prohibited in the owner’s garage or driveway.

15. ANIMALS/PETS

- 1. Pet owners are responsible for **IMMEDIATE** removal of pet waste in Common or Limited Common Elements. Violators may be subject to enforcement assessments.
- 2. Animal breeding and non-domestic animals are prohibited.
- 3. Any dangerous dog (as defined by Ohio Revised Code Section 955.11) must be muzzled while walking in the community.
- 4. Owners are requested to limit the number of domestic pets residing in a single household to three (3) or seek an exception from the Board.
- 5. Tethering pets is prohibited.

16. ANTENNA/SATELLITE RESTRICTIONS

- A. Although Board approval is required to install antennas and/or satellite dishes of less than one meter in diameter, owners must contact the Property Manager to determine applicable installation and location restrictions and to avoid any preventable damage to Common or Limited Common Elements.
- B. The Board reserves the right to require the owner to paint the satellite dish, at the owner's expense, in a color that will blend with the surrounding building and/or screened from view.
- C. Any damage to the Common or Limited Common Elements caused during antenna or satellite dish installation, maintenance, or removal will be the owner's responsibility. The Association will repair such damage and assess the owner accordingly.
- D. Maintenance and/or repair are the responsibility of the owner.

17. FLAG RESTRICTIONS

- A. The Ohio law as of March 21, 2017, states that the American flag, Ohio flag, POW/MIA flag, Blue Star Banners and other service flags cannot be prohibited from being displayed following standard United States of America flag display protocols. School or team flags may be displayed in lieu of the American flag on game days.
- B. American, State, School, Service Banners, or team flags may not exceed three (3) feet by five (5) feet in size or be displayed on a flagpole longer than five feet and are prohibited in any location other than the approved flagpole.
- C. Flag holder must be placed on vertical trim on the front of the unit.
- D. Flag holders are limited to one per unit.

18. LANDSCAPING

Since an owner's preference for landscape modifications beyond the standard builder package incurs additional costs to the Association, the Board has developed procedures for recouping associated maintenance expenses and replacement costs. Please contact the Property Manager for specifics. It is the owner's responsibility to clear all grassed areas during landscape maintenance activities.

The Association maintains the grounds throughout the Community. This includes mowing, mulching, pruning, fertilization, and leaf removal except for specific items located in Limited Common Element areas. Please contact the Property Manager for exact details. **NOTE: Should an owner chose to remove leaves and/or debris from their yard, it must be bagged and stored until trash collection day. Leaves/debris may not be blown into the streets/gutters.**

- A. Borders/edging requires Board approval and cannot be greater than six (6) inches in height. It may not be constructed of aluminum, metal, wire, plastic, rubber, painted stone, or wood.
- B. Flowers may only be planted in the mulched Limited Common Elements immediately adjacent to the owner's unit or patio and in the mulched elements around Common Element trees. All items must be removed when dead or by November 15th.
- C. Flowers may be planted in free standing pots or stands constructed of natural or natural appearing materials and can be displayed on patios, porches, and patio/porch steps. Item size and number must be appropriate to the surroundings and must be stored before December 1st.
- D. Flowers may be planted in hanging pots and displayed on porches. The item size and number must be appropriate to the surroundings and must be stored by November 15th. A maximum of two (2) hanging baskets may be hung on the front porch overhang.

- E. Herbs may be planted in free standing pots or stands constructed of natural or natural appearing materials and located on patios. Item size and number must be appropriate to the surroundings and must be stored by November 15th.
- F. Landscaping additions or changes beyond the standard builder package must be approved by the Board.
- G. Sunflowers (in the ground, pots, or containers) are prohibited.
- H. Vegetable gardens are prohibited. Two (2) pots of vegetables are permitted on patios (pots may not exceed twenty-four (24) inches in diameter).
- I. Vines (clinging or climbing) such as clematis or ivy are permitted on a trellis. The trellis must be free-standing so vines cannot grow on the exterior of the condominium or attach to the exterior walls of the building or fences.
- J. Mulch bed size or shape changes require Board approval.
- K. Shepherd hooks are only permitted in the back of the unit around patios.

19. SNOW REMOVAL

- A. Snow removal on Community roadways, clubhouse sidewalks/parking lot, off-street parking locations, driveways, and access roads is the responsibility of the Association. Other areas may be cleared at the discretion of the Board. If there is a snowfall more than 3 inches, the Property Manager or Board designate will initiate the timing of such efforts based upon predicted storm length, snow accumulation, and weather forecast. Any changes to this policy will be noted in the Association minutes.
- B. Deicers like calcium chloride or other non-destructive chemicals may be applied to concrete porches, walks, and patios. To avoid premature failure of owner-maintained patios, porches, walkways, and driveways, owner use of rock salt is prohibited. The same prohibition regarding rock salt is applicable to the Association-maintained Common Elements.

20. OUTDOOR FURNITURE AND EQUIPMENT

- A. Porch and patio furniture may include outdoor items constructed of wood, wicker, wrought iron or similar appearing materials
- B. Furniture (patio umbrella & trellis, Phase IIA) may extend above the privacy fence. Other furniture may not.
- C. Play equipment such as basketball hoops, small plastic slides, and swing sets are permitted to be used in the Common and Limited Common Elements but when not in use items must be stored inside the unit.
- D. Playhouses, dog houses, storage sheds, storage containers, and any other containers or storage structures of aa like nature are prohibited.
- E. One hose reel/hose can be stored on the back patio between the dates of April 1st and November 1st, but not on the grass.
- F. Wading pools are restricted to Limited Common Elements and must be covered or emptied at night to discourage mosquitoes.
- G. Water features requiring supply lines must be in conduits and installed in such a way as to not create a safety hazard or detract from the overall beauty of the community. Water features must be in continuous operation or chemically treated. Water features may not exceed sixty (60) inches and may only be on rear patio/porch/courtyard.
- H. Bicycles are permitted but cannot be stored outside the unit.

21. OUTDOOR DECORATIONS

- A. Bird feeder (1) or wind chime (1) may be placed on a backyard shepherd's hook. The hook must be placed in a mulched area.
- B. Decorative/landscape items on the drive or walkways to the porch are permitted but must be removed in entirety by November 15 to allow for snow removal.
- C. Seasonal (December 1-January 15th) decorations, excluding wreaths, may be displayed on patios, porches, trees, and shrubs providing no damage is done to the Common or Limited Common Elements. Such damage will be repaired by the Association and billed/assessed to the owner.
- D. Wreaths (one/size appropriate, non-metallic) may be displayed year-round, but can be hung only by a door hanger or suction cups that do not penetrate or damage the door.
- E. No form of decoration may be placed in the front mulch beds.
- F. No items may be attached to any fence, except for string lights approved by EMR for Phase II-A courtyards.
- G. **The following items are prohibited:**
 - Bird houses and bird baths
 - Chimineas
 - Display of personal items such as laundry, clothes, towels, rugs, or bedding
 - Fencing in Phase I and Phase IIB
 - Firewood storage outside of the unit
 - Statues, statuettes, lawn or yard ornaments, artificial flowers, ornamental rocks or stones, cypress mulch, mounted hose reels, laundry poles or clotheslines

22. SIGN RESTRICTIONS

- A. For sale/for rent (one professionally prepared) no larger than nine square feet in size may be placed inside a unit's window.
- B. Realty or team signs are prohibited except for Board approved Common Element regulation signs, e.g., no swimming, closed after dark, etc.,
- C. Security system signs may be placed in the mulch bed element closest to the front door.

23. WINDOW/DOOR COVERING RESTRICTIONS

1. Blinds, (vertical or horizontal), cellular shades, draperies, valances, or other such items are permitted with white, off-white, light beige, or light gray on the exterior side.
2. The interior sides of window coverings that are not visible from the outside are permitted in any color.

24. NONCOMPLIANCE

If any owner feels a rule infraction has occurred, an attempt should be made to resolve the matter informally. If such efforts are unsuccessful Capital Property Solutions should be notified and given all necessary information regarding the non-compliance issue. The Association may pursue all remedies available to it, including enforcement assessments, liens, foreclosure, litigation, or arbitration. Prompt payment of all enforcement assessments will be expected, and all enforcement costs shall be assessed to the owner, pursuant to the Declarations, Bylaws, and Ohio Law.

A written request for rules compliance may be filed with the Property Manager. The anonymity of the complainant will be protected in accordance with Ohio law.

Once the complaint has been reviewed, and deemed appropriate, a series of three rules compliance request letters will be sent to the involved owner unless noted otherwise below.

1. The FIRST letter will request voluntary compliance with the stated rule within the period identified. If the owner corrects the infraction and notifies the Property Manager in writing, the issue will be closed and monitored in accordance with paragraphs six and seven below.

2. Without correction, a SECOND letter will be issued indicating that if the stated infraction is not corrected within the period identified, the owner may be assessed a specific amount from \$50 for minor to \$200 for major or recurring infractions (see paragraph five). The issue could still be closed via a written notification to the Property Manager of infraction correction; however, monitoring will continue in accordance with paragraphs six and seven below.

3. If after the second letter, written notification of infraction correction has not been received, the THIRD letter will be sent indicating that the owner may be assessed a specific amount from \$50 for minor to \$1,000 for major or recurring infraction (see paragraph five below). Such an assessment will be imposed unless the owner has requested, in writing, a hearing. In accordance with State law, the Property Manager must receive the written hearing request no later than the tenth day following letter receipt. Upon receipt of a request for hearing, a hearing will be set, and the owner will be notified of the date and time of the hearing and no assessment will be imposed prior to the hearing date. If the owner fails to request a hearing, the assessment will be imposed immediately. If the owner corrects the infraction and notifies the Property Manager in writing before the expiration of the 10-day notice for hearing date, the issue will be closed, and the enforcement assessment avoided. However, monitoring will continue in accordance with paragraphs six and seven below.

4. If the infraction has not been corrected after the THIRD letter, then additional enforcement assessments may be imposed as indicated in paragraph three above, and/or any other remedy available to the Association, including, but not limited to legal action.

5. Major infractions are those impacting the health or safety of our owners, architectural violations, or other such matters, e.g., prohibited on-street parking or clubhouse lot double parking, modification of common or Limited Common Elements without Board approval, etc.

6. Any recurrence of minor infractions (see paragraph five above) within twelve (12) months may result in the issuance of only the SECOND and THIRD letters. In such cases, the enforcement assessment could be up to \$100, and will be imposed as indicated in paragraph three above.

7. Any recurrence of major infractions (see paragraph five above) within twenty-four (24) months may result in the issuance of only the SECOND and THIRD letters. Such an assessment could be up to \$1,000 and will be imposed as indicated in paragraph three above.

SELDOM SEEN ACRES CONDO ASSOCIATION Maintenance Responsibility Chart

The Declarations and Bylaws Article X, Maintenance and Repair, Paragraphs 1 and 2 give a broad scope of property to be maintained, repaired, and replaced by the Association and Unit Owners and who is responsible.

The following chart provides a more detailed description of who is responsible for maintenance, repairs and replacement of specific items associated with your unit, limited common areas and common areas.

Item	Description	Responsibility
Please use the following list of items as a future guide for maintenance, repairs, and replacement.		
Light Fixtures	Porch & Patio/Courtyard Lights, Street Lights	Association
	Exterior Garage Lights	Association
	Interior Lights, Interior & Exterior light bulbs, patio string lights	Owner
Other Electrical	Transformer Meter Box	Association
	Wiring from meter box to circuit box	Owner
	Circuit box	Owner
	Circuit box wiring to outlets	Owner
	Circuit breakers	Owner
	Interior receptacles, switches, light fixtures, etc.	Owner
	Exterior Receptacles	Owner
	Doorbell and wiring	Owner
	Alarm systems	Owner
	Exterior telephone wiring and jacks	Owner
	Internal telephone wiring and jacks	Owner
Garage Doors	Springs, wheels, tracks, and weather stripping	Owner
	Electric openers	Owner
	Replacement door	Owner
	Replacement Door exterior paint	Owner
Entrance & Exit Doors	Replacement door	Owner
Entrance & Exit Doors	Glass, locks, knobs, handles, weathering stripping, peep holes	Owner
	Replacement Door exterior paint	Owner
	Storm/screen door	Owner
Basement	Sump pump	Owner

Windows	Glass, leaks, mullions, etc.	Owner
	Mechanisms, operators, balances, etc.	Owner
	Exterior frames, sashes, jambs, hardware	Owner
	Interior casing and frame	Owner
	Screens and weathering stripping	Owner
	Handles and locks	Owner
Kitchen and Bath	Disposal, including switch, wiring, and plumbing	Owner
	Cabinets, range hoods, duct, fans	Owner
	Plumbing, including fixtures and faucets	Owner
	Dryer vents	Owner
	Ventilation exhaust fans	Owner
	Appliances	Owner
Walls, Ceilings and Floors	Structural support and exterior walls	Association
	Ceiling Structure	Association
	Ceilings	Owner
	Second floor structure	Association
	Interior surfaces and partition walls	Owner
	Interior concrete floors	Owner
	Garage floors	Association is responsible for repairing cement garage floor but not any covering such as natural stone
	Floor coverings	Owner
Furnace, Air Conditioning, flues, and chimney	Furnace, humidifier, filters air cleaners and registers- Complete air conditioning system including coil, condensing unit, condensing unit pad, piping, and thermostat	Owner
Fireplace	Flues, Chimney, caps	Owner
Roof	Sky lights and sun tunnels	Owner
Plumbing and Gas Lines	Sanitary and storm sewer up to unit	Association
	Main water supply line to shut off valve in yard	Association
	Main water supply from shutoff in yard to unit	Owner
	Main gas supply to outdoor shutoff	Association
	Main gas supply from shutoff to unit	Owner
	Interior sanitary drains	Owner
	All water lines in walls, ceiling, or floors	Owner
	Exterior water faucet	Owner

	Faucets, valves, toilets, shower, tubs, and other fixtures	Owner
	Other gas lines to fireplace, grills, fire pits or garage heating	Owner
Other	Gutters and downspouts	Association
	Roof dryer vent cap & flashing	Association
	Roof vents and overhang vents	Association
	Plumbing stack flashing boot	Association
	Roofs, streets, curbs, driveways, parking areas, walks and porches	Association
	Fences and Gates	Association
	All common elements and facility	Association
	Cable TV interior wiring	Owner
	Attic insulation	Owner
	Attic ventilation	Owner
	Maintenance of patios, porches and courtyards	Association
	Landscaping, Ponds, Gates etc.	Association
	Trees, shrubs, hardscaping etc.	Association

SELDOM SEEN ACRES CONDOMINIUM ASSOCIATION IMPROVEMENTS

Authorized Exterior Replacement Items

A replacement item may be installed only after Unit owner has received written approval from the Board through the Property Manager, through submission of an “Application for Exterior Modification Request for Improvements.”

The list below are the items needing Board approval prior to starting such improvements/replacement.

1. Garage Door
2. Windows
3. Exterior Light Fixtures
4. Front Door
5. Storm/Screen Door
6. Sliding doors or patio doors
7. Sky lights
8. Sun tunnels

These items installed during original construction or after construction, and it is recommended that Unit owners use the exact replacements of these items to avoid violating the Associations rules governing community appearance.

The Association also recognizes that over time vendors or manufacturers may go out of business, change company names, or location, or rename or renumber products. In those scenarios or in any other situation that prevents use of exact replacement items, Unit owners must seek out comparable products that are consistent with the Associations rules and receive written approval from the Board through the Property Management Company for approval for any substitution.

Approval of an “Application” for Exterior Modification or Improvement does not guarantee that the installation of these item(s) described in the request will be permanent. After installation, the Board through the Property Manager will inspect the completed project for compliance with appearance and installation requirements. If an installation does not meet the requirements of the Board, the Unit owner is responsible for all labor and material costs to bring the item(s) into compliance at their own cost. It will then be reinspected for approval.

Failure to comply may result in enforcement and ongoing assessments of the Unit owner as defined in the “Rules and Regulations Handbook” and or the Declaration and Bylaws.

Board of Directors

WATER VALVE SHUT OFF MAPS

Map 1 – R&H side

Map 2 – Epcon side



