

HANDBOOK OF RULES AND INFORMATION



Rockport Colony
Condominiums
Stow, Ohio

Date Adopted: January 23, 2025
Date Effective: March 1, 2025

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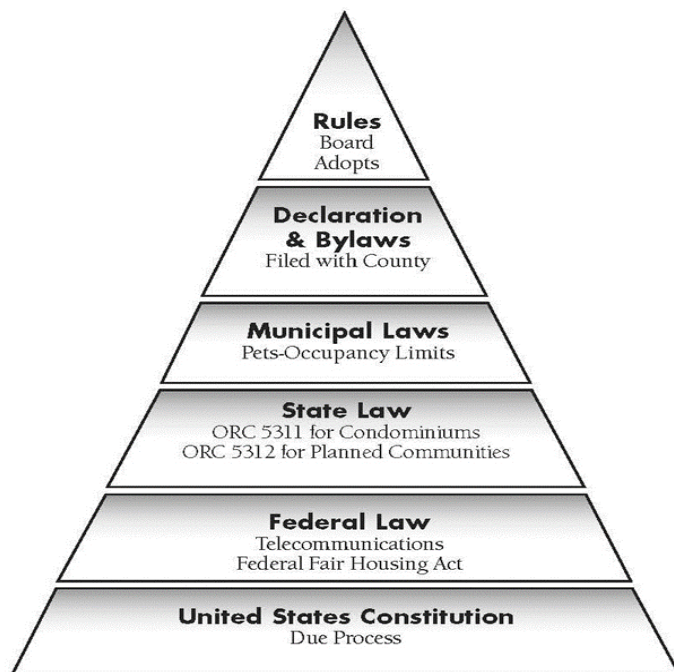
Welcome to Rockport Colony

On behalf of the residents of Rockport Colony, we, the Board of Directors, welcome you to our small community and to the Association. We have prepared this Handbook in order to acquaint you with the information you will need to prepare yourself for the life and lifestyle of a condominium environment. Our goal is to maintain Rockport Colony as an attractive, pleasant place to live.

This Handbook contains the guidelines, rules, and information necessary to ensure the comfort, safety, and health of each and all the residents. Also, the purpose of the rules is, very importantly, to preserve the standards of quality and appearance of our property necessary to protect our substantial investment in our homes. The Handbook is an adjunct document to the Rockport Colony Declaration and the Bylaws. As an owner of a condominium unit, you should have received this manual when you purchased your property in Rockport. If you do not have these documents, you may obtain a copy from the Management Company.

We all realize that residence in a condo development such as ours requires some adjustment to our lifestyle if we have been accustomed to living in a single-family home community. When we chose to live here, we also opted to yield some of the freedom and "elbow room" we were used to in exchange for the obvious advantages of condo living.

As condo unit owners, all of us contracted to abide by the rules as described in the Rockport Colony Condominium Declaration, Bylaws, and this Handbook. **Therefore, it is very important for you, as a resident, to immediately familiarize yourself with the content of these documents, and to keep the Handbook in a convenient location to refer to in a variety of situations. It is particularly important to become familiar with the Handbook sections on approval and complaint procedures.**



Rules adopted by the Board must comply with all lower layers.

The **Declaration & Bylaws** can only be changed by the vote of 75% or more of the owners. If the Association's lawyers notify the Board that they must be updated to comply with lower level laws, the Board may authorize the changes without a vote of owners.

This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

However, policy and procedure cannot replace courtesy, goodwill, and good communications among neighbors as a requisite for a pleasant and harmonious environment. Before carrying problems and irritations to higher levels, take the time, as you would in any situation, to solve problems neighbor to neighbor. Neighbors talking to each other in a non-threatening way can achieve quicker results in a friendlier way.

Thank you for your attention and consideration.

The Board of Directors

Rockport Colony Condominium Owners Association, Inc.

Handbook Guide

This Handbook is meant to be your resource and guide for living at Rockport Colony. This Handbook is meant to supplement and restate (not replace) our condominium's governing documents, which are recorded at the Summit County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the governing documents will govern and control. You may obtain these documents by requesting a copy from the Management Company.

The Handbook has been divided into the following sections for easy understanding and reference:

- I. **Definitions** – A listing of all the consistent and defined terms within this Handbook.
- II. **Communications** – As neighbors, we believe communicating amongst and with each other is essential to our community's ongoing success. This section is dedicated completely to methods of communication so that you know how to get in touch with necessary people and groups.
- III. **The Association** – This section provides an overview of how the condominium Association operates, including an explanation of how the Board of Directors, in conjunction with professional property management, administers the Association. This section includes details on the Association's maintenance, insurance, and financial responsibilities, as well as a synopsis on the decision making and enforcement procedures.
- IV. **Common Element Information and Guidelines** – This section contains important provisions and regulations on the community's common spaces that we all share, including on street parking, grassy areas, trash collection, and the roadways.
- V. **Limited Common Element Information and Guidelines** – This important section details what you are responsible for maintaining and repairing on the exterior of your unit, as well as elaborates on the extensive list of actions that you may do to the outside of your unit, including landscaping, flags, holiday decorations, and grilling.
- VI. **Unit Interior Guidelines and Responsibilities** – Each Unit Owner is responsible for maintaining their individual unit. As a result, this section details interior unit responsibilities, modification policies, and some important use restrictions that are designed to protect you, your neighbors, and our buildings' structural integrity.

- VII. Unit Owner's Financial Guidelines and Responsibility** – While moving into a condominium generally means “maintenance free” exterior living, unfortunately, that does not mean that maintenance is free. This section outlines your financial responsibilities for Association fees, insurance, utilities, and taxes.
- VIII. Architectural Modifications** – The condominium's guidelines and procedure to make the allowed exterior modifications documented in previous sections.
- IX. Enforcement Procedure** – The condominium's rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation. This section contains a copy of that procedure.
- APPENDICES** To make living within Rockport Colony easier, we have developed a number of forms and information pages for your use and convenience. Copies of these are within this Section. If you would like additional copies of any of these forms, please contact the Management Company or download from the association website.

Again, we hope that you will find the information, guides, rules, restrictions, and regulations contained within this Handbook to be helpful. Our community has historically been consistently responsible about safeguarding our neighborhood and protecting our property values by complying with and contributing to the provisions in this Handbook. Thank you in advance for your cooperation in Rockport Colony as one of the greatest condominium associations in central Ohio.

If any of these rules or regulations is declared void, such provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect.

As always, if you have any questions about any of the provisions, or if you find that a particular subject is not covered by this booklet, please contact the Management Company.

Definitions

I. Definitions

The definitions in this Handbook are meant to have the same meaning as those words within our governing documents, these definitions include the following:

- **“Association”** means the Rockport Colony Condominium Owners Association, the not-for-profit corporation created to administer the Rockport Colony Condominiums.
- **“Board”** and **“Board of Directors”** mean those persons who, as a group, serve on the Association’s Board of Directors.
- **“Declaration”** means the document filed with the Summit County Recorder’s Office that creates the condominium, defines the Common Elements, Limited Common Elements, Units, places restrictions on the property, and outlines responsibilities.
- **“Bylaws”** mean the document filed with the Summit County Recorder’s Office that outlines the Association’s corporate procedures and serves as a code of regulations.
- **“Common Elements”** are the portion of the condominium property, owned by all the Unit Owners as tenants in common, that are not considered part of a Unit. The Common Elements are generally the building exteriors, grounds, roadways, gazebos, streams, and lakes.
- **“Limited Common Elements”** are the portion of the condominium property, owned by all the Unit Owners as tenants in common, that are reserved for the exclusive use of a unit owner. The Limited Common Elements are the driveways, garages, porches, patios, decks, and the rear yard extending 14’ from the back of the unit.
- **“Management Company”** means the company that manages and administers the Association on a day-to-day basis. Our Management Company provides a professional property manager that is assigned to work specifically with our community under the direction of the Board of Directors.
- **“Unit”** means that portion of the condominium property designated by the Declaration that is owned by a Unit Owner.
- **“Unit Owner”** is the person owning a fee simple interest in a Unit within the Association.

Communications

II. Communications

As we all share ownership of Rockport Colony, we believe that communication between the Unit Owners, residents, Board of Directors, and professional property management is essential for the successful and effective operation of our community. As further explained, our community is governed by five volunteer Board members who are elected by the Unit Owners from among the Unit Owners.

Board members are elected to staggered two-year terms to promote continuity and experience on the Board. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's scheduled meetings. While the Board of Directors is responsible for the community's priorities and decisions, our community has a professional property Management Company to run the day-to-day management, financials, maintenance, and operation of our association.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Common area property and/or amenities, please direct the matter to the Management Company, in writing, email or telephone call. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide, as a group, on issues brought to their attention by the Management Company at the designated Board meeting.

The only exception is that you should send a letter, or email, directly to the Property Manager and request all five (5) Board Members be copied concerning issues or problems that you may have with the Management Company.

The Board generally meets once a month, usually on the fourth Thursday of the month at 6:30pm. These meetings are open to Unit Owners, who may share their concerns, comments, suggestions, or questions with the Board during the first portion of the meeting. On occasion, circumstances require the board to change meeting dates. Contact the Management Company or check the web site to verify when the next Board meeting is scheduled.

As Rockport Colony is a non-profit Ohio corporation, there is also an annual meeting once a year in April. Notice will be sent to you in advance of the meeting containing the date, time, and place. The only legal purpose of this meeting is to confirm the election of the volunteer Directors to serve on the Board; however, there are often general reports and a question and answer session. We hope to see you at this meeting!

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III. The Association

Rockport Colony Condominiums is located in the City of Stow, Ohio. The Association is comprised of one hundred fifty-one condominium units. Address locations are listed on Bar Harbor, Bay Cove, Gulls Cove, Ocean Reef, Pine Point, Portland Cove, Rockport Cove, Sandy Hook and Westport Cove. All streets and roadways within the condominium property are private and are maintained by the Condominium Association (hereinafter, called the Association). Nantucket Lane and Sowul Boulevard are public dedicated streets and are maintained by the City of Stow.

All applicable regulations, ordinances and codes of the City of Stow apply to Rockport Colony, e.g., installation of fences and decks, inspections, approvals, etc. The Association and the Management Company do not have the responsibility of law enforcement at Rockport Colony; the responsibility for dealing with criminal-related security remains exclusively with the Stow Police Department. However, residents are strongly encouraged to maintain a neighbor-to-neighbor attitude of awareness.

Our condominium, like all other condominiums in the State of Ohio, has an Association to operate, manage, and govern the condominium property. Governed by a Board of Directors, our Association performs many essential functions to keep Rockport Colony a premier condominium community, such as maintenance, purchasing insurance, adopting budgets and assessments, allocating reserves, property operation, and enforcement. Together, all of these items contribute to everything that your Association does for you.

A. The Board of Directors

1. The Association is administered by a Board of Directors that is elected from among the Unit Owners, generally at the Association's Annual Meeting, and each elected Board member serves a two-year term. Generally, two or three Board members are up for election each year. Serving on the Association's Board is a tremendous opportunity to serve our community and have an impact on the matters and decisions that affect our community. We hope that, in the future, you will consider running for the Board and serving the community.
2. The Board is comprised of five members, who serve for two-year terms. There are no term limits for Board members. To be a Board member, you must either be a current Unit Owner or the spouse of a Unit Owner.
3. All Board members volunteer their time to serve their community. We do not pay Board members, not because they are worthless, but because they are priceless! The significant amount of time they spend overseeing the Association is done purely as a service to their neighbors. Again, to share this responsibility among all of us, everyone is encouraged to run for and serve on the Board.

B. Maintenance Responsibility

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the condominium's Common Elements. The Board, when establishing the budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however,

The Association

the Board's continued goal is to have a well-maintained community. The list below includes components that the Association is responsible for. If you are uncertain about the responsibility of a certain item, please contact the Management Company.

The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following Common Elements:

Exception: Any and all damages to Common Elements caused by an Owner, children, pet, or guest of an Owner, must be repaired or replaced at the expense of the Owner, who may then seek reimbursement from the tenant or guest.

1. Building exterior and attachments, foundation, and roof. Exception: Window and door maintenance, repair, or replacement are the Owner's responsibility.
2. Lamp posts.
3. Street and storm sewer systems.
4. Utilities which are not separately metered.
5. Cleaning and repair of gutters and downspouts.
6. Lawn mowing and fertilization of lawn areas.
7. Snow plowing on streets and driveways.
8. Care and maintenance of Common Element trees and plantings, which includes building front beds. Exception: Side bed and plantings are the unit owner's responsibility.
9. Entrance area signs, street signs, and unit house numbers.
10. Entrance structures and landscaping; gazebos at Darrow Lake & Norton Road.
11. Repair (but not bulb replacement) of all exterior light fixtures attached to the building.
12. Trash removal service (excluding large items and/or appliances)

C. Insurance

The Association obtains and provides extensive insurance coverage for the Association. This includes property insurance on our buildings, general liability insurance, directors and officer's liability insurance, and fidelity insurance. These insurance policies are not only required by our Declaration but are also meant for all of our protection as Unit Owners.

The Association

1. Property Insurance

The Association obtains property insurance, also known as casualty insurance, for sudden, unexpected events that happen to our buildings and structures from events such as fires, tornadoes, and hailstorms. For more details on what the Association is responsible to insure, please refer to Declaration Article XI, Section 1. For more information on what the Unit Owners should insure, please see [Section VII, Paragraph B](#) of this Handbook.

2. General Liability Insurance

This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the condominium property. This insurance helps to protect us in the unlikely event that someone was injured on the property, sued the Association, and prevailed.

3. Directors and Officers Liability Insurance

Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.

4. Fidelity Insurance

This insurance covers the Association in the event that someone who has access to Association funds, such as a Board member or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to everything in the Association's bank accounts, plus three months of income.

D. Budget/Assessments

One of the Board's main functions is to establish a budget every year for the Association that incorporates all of the upcoming year's common expenses. This is a time-consuming but diligent process, where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the Association's only real form of revenue is from assessments paid by the Unit Owners, it is imperative that the Board budget wisely.

Our Association's common expenses include, but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, utility services to the Common Elements, accounting, management, legal fees, landscaping, snow removal, trash collection and Reserves. Refer to the annual budget owners receive in the fall for the breakdown of costs.

Once the Board has established the budget, the Board then allocates each Unit's share of these items based on each Unit's undivided percentage of interest in the Common Elements. All Units have a 1/151 undivided interest in the Common Elements, so each Unit is assessed the same amount. Then, the amount each Unit is responsible for is divided by twelve (the number of months in the year) to arrive at the monthly amount each Unit Owner is responsible to pay.

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The Association's only real source of income comes from these assessments. If one Unit Owner does not pay, that means the remaining Unit Owners must make up the shortfall. Consequently, it is imperative that all the Unit Owners pay their share and pay it on-time. The Board has enacted a collections policy to aggressively address unpaid assessments, which can be found in [Section VII](#), of this Handbook.

E. Reserves

When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must:

Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments.

In other words, the Board is required to have a long-term plan for the Association's maintenance and repair responsibilities, and therefore, a significant amount of money is deposited every year into the Association's reserve account.

To assist the Board in this plan, the Association retained the services of an engineering firm to prepare a reserve study. This document, which is updated periodically, lists every item and component that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study provides the Board with not only the financial framework to plan for the future but also provides a professional's guidance on the proper maintenance and repair order for the community.

Just like you may have obtained a home inspection for your Unit, the reserve study is like a home inspection for the Common Elements. We strongly encourage you to request a copy of the reserve study from the Management Company for your review and reference. As always, should you have any questions on the study, please do not hesitate to contact the Management Company.

F. Property Operation/Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the property's general operation and management. This includes coordinating contractors, answering Unit Owner questions through the management company, sending out requests for proposals, processing Unit Owner requests and applications, posting accounting receivables and payables, and communicating with the Unit Owners through newsletters and direct mailings, all of which is handled by the Management Company.

While Board members may be involved in certain projects related to the day-to-day affairs of the Association, generally these substantial, time consuming, and important tasks are handled by our

The Association

Management Company, through our property manager and the Management Company's staff members. If you ever have a question or concern, please contact a representative from the Management Company.

G. Rules and Enforcement

Condominium associations are often created with a uniform, exterior appearance, so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering the property. For this reason, the condominium's Declaration, Bylaws, and the Handbook outline regulations, requirements, and restrictions to protect and preserve condominium living. These regulations are meant to protect from decreasing property values, deteriorating exterior appearance, and inappropriate neighborhood conduct and collectively serve all of our best interests.

In exercising this authority, the Board has the ability to promulgate the rules found in this Handbook, in addition to the provisions found in our Declaration and Bylaws, that govern items including but not limited to, interpretation of the governing documents, personal conduct of residents and guests, maintenance standards, architectural standards and modifications, and operational policies.

The Board is given the duty, as elected representatives from the Unit Owners, to evenly and appropriately enforce the restrictions, rules, and regulations found in our governing documents, and takes this responsibility very seriously. As a result, the Board has also adopted an Enforcement Procedure, a copy of which can be found in [Section IX](#) of this Handbook, which outlines the method by which the Board may initiate enforcement action, as well as all rights and expectations that a Unit Owner may have regarding the enforcement process.

Common Element Information and Guidelines

IV. Common Element Information and Guidelines

The Condominium Property (defined and described in the Declaration and Bylaws) outside of the Owner units, i.e., land and improvements thereon, is termed Common Elements. Within the Common Elements are portions of the property termed Limited Common Elements. Limited Common Elements are covered in detail in [Section V](#).

Common Elements are owned by all the Owners together. Examples include outside walls of buildings, windows, doors, roofs, lawns, planting beds, and roads. The repair and maintenance of all of the Common Elements is done at the Association's expense, except as otherwise explained in this Handbook of Rules and Information and in the Declaration and By-Laws.

This Section describes the environment and use of Common Elements; the following Section V will discuss Limited Common Elements.

A. General Rules

1. Any excessive noise or activity that creates a nuisance or distracts or disturbs others is prohibited. The continuation of a nuisance problem, if unresolved between residents, should be reported to the Management Company.
2. The Common Elements are for the use and enjoyment of all Rockport Colony Owners and/or residents. Therefore, everyone is required to be considerate in their use of the area.
3. Any and all damages to Common Elements caused by an Owner, children, pet, or guest of an Owner, must be repaired or replaced at the expense of the Owner, who may then seek reimbursement from the tenant or guest.
4. Any and all items left unattended in the Common Elements may be removed and stored by the Board at the Owners expense.
5. Littering is prohibited. Residents are asked to report abusive littering to the Management Company.
6. Each Owner should report to the Management Company the need for any repairs of Common Elements of the Condominium Property, which are the obligation of the Association to maintain. If the repair or problem is of an emergency nature, however, it should be called in immediately to the Management Company.
7. Skateboard and skateboard ramps are prohibited within the Condominium Property.
8. Individual resident garage, yard or patio sales are prohibited.
9. Estate sales are allowed upon vacating the unit with the following stipulations:

Common Element Information and Guidelines

- a) An Owner must submit a written request to hold the sale and must have written approval from the Association, detailing the parameters of the sale, before proceeding.
 - b) The Owner will sign off on a waiver form that includes an indemnification and hold harmless paragraphs. This waiver form can be obtained from the Manager.
 - c) The Owner must be vacating the Unit.
 - d) The sale must take place inside the confines of the Unit.
 - e) Estate or Tag Sale may only take place by appointment only. Owner can only advertise a telephone number to contact to make the appointment. The address cannot be published in the advertisement.
 - f) Hours of sale not prior to 9:00 AM not later than 5:00 PM.
10. The operation of bicycles, snowmobiles and other motorized and non-motorized vehicles is prohibited on lawn areas within Condominium Property.
 11. Owners and tenants must not give work instructions to any Association service contractor (e.g., landscaper or snow plower). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company. If residents encounter problems with a service contractor, they should call or write the Management Company immediately.
 12. All recreational equipment, including toys, must be returned to the interior of the unit each nightfall.
 13. Lawn ornaments and/or lawn furniture must not be placed on Common Element lawns. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting or planting bed maintenance.
 14. Common Element landscaping guidelines are covered below in Section N.

B. Building Exterior

1. Residents shall not modify the exterior of the units, garages, buildings, or the grounds without obtaining PRIOR WRITTEN consent from the Board. Failure to adhere to this requirement is one of the most serious problems and issues confronting the governing of the Association ([See Section XIII](#)) and may result in the owner having to remove or replace the unapproved item at their expense.
2. The exterior light fixtures on the front of each condominium unit are maintained by the association and controlled by the resident. The on/off switch is located inside the condominium unit. Burned out bulb replacement is the responsibility of each resident; a white 60-watt bulb or equivalent must be used.
3. The Association encourages residents to keep the front door light ON during darkness hours for area security purposes, especially in areas where street lighting does not provide complete illumination.

Common Element Information and Guidelines

4. Decorative items, such as holiday lights, may not be permanently affixed to the exterior of any unit or building. However, a flag holder, a doorknocker, and a brass door kick plate are acceptable. For temporary holiday lights and decorations, see the [Section D](#) below.
5. The installation of exterior video or security cameras is prohibited, except for the following:
 - a) Video Doorbells may be used in place of existing doorbells and mounted on the door molding.
 - b) Garage Video Keypads may be installed on garage jambs facing the owners porch.
 - c) Cameras that are part of rear security lighting installed per Section C.5 below.
6. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
7. Broken windows, torn screens, and all damage to the exterior of the Unit must be repaired immediately.
8. Changes to the color of unit doors are prohibited.
9. Window and through-wall air conditioning units and ventilating fans are prohibited.
10. Nameplates, signs, and other decorative items of any type attached to the siding, doors or porches are prohibited.
11. Individual television antennas are prohibited on any roof of the condominium property.
12. Except as otherwise provided, installation of any reflectors, basketball hoops or other recreational equipment, light posts or flagpoles is prohibited. One flag holder bracket may be placed on the unit front exterior and attached to wood trim only.
13. Owners, under any circumstance, may not penetrate the integrity of exterior walls and roof of a building via entry of utilities or lines of any kind. Installation of such utilities or lines (additional phone or cable lines, electrical wiring for patio spas etc.) must be done by licensed building contractors with written request to and PRIOR APPROVAL by the Board.

C. Exterior Lighting

1. Installation of additional exterior lighting in the front, rear or side of a unit is prohibited without PRIOR WRITTEN Board approval.
2. Exterior lighting must not be an obstruction for the landscape contractor; wiring must be underground.
3. Exterior lighting installed by the owner must be maintained by the Owner.
4. A single decorative spotlight in the planting bed for landscape illumination is permitted. Landscape

Common Element Information and Guidelines

lighting in the front planting bed is limited to six (6) low voltage or solar walkway or path lights.

5. Replacement of exterior light fixtures at the rear of the condominium unit with security lighting, with or without a video camera, must be approved by the Board upon PRIOR WRITTEN notice. It must be of the fixed proximity type limited to movement in the LCE Rear Yard or Deck and not illuminated continuously. Spotlights must be directed down to illuminate the owner's LCE and not neighboring units. A security light fixture that replaces the original unit fixture becomes the Owner's responsibility for maintenance. The replaced fixture must be returned to the Management Company.

D. Decorations

1. Holiday decorations and lights may be placed on the building exteriors, porches, and plantings in the front beds. Exterior lights must be rated for outdoor use. Large plastic or inflatable decorations are prohibited, and no decorations are permitted in the Common Element lawns.
2. Exterior winter holiday decorations may be displayed beginning the day after Thanksgiving and must be removed by January 7.
3. Discarded Christmas trees must be placed at the curb for removal by the trash hauler no sooner than two days prior to collection.
4. Other holiday decorations are permitted four weeks prior to the holiday and must be removed within one week following.
5. Decorations for national observances may be displayed on the day or week of observance only. (ie – Police Week, Armed Forces Day, etc.)
6. Firecrackers or any incendiary of any sort are prohibited.
7. A door decoration is permitted, provided it may be mounted without penetration of the door.
8. A wreath, floral bouquet, etc. should be removed when it becomes faded or tattered or is no longer appropriate to the season.
9. To avoid damage to the exterior finish of the units, all other items requiring permanent attachment to the building are strictly prohibited.
10. One flag may be displayed at the front of a unit at any one time. The Board reserves the right to require removal of any flag deemed to be inappropriate or offensive to other Owners. One flag holder may be attached to wood trim only.

Common Element Information and Guidelines**E. Doors**

1. As specified in the Declaration, cleaning, maintenance, repair, and replacement of the front door, storm door, sliders, and garage door, including any glass, screens, trim, hinges, locks, thresholds, frames, sashes, jambs, and hardware of or attached to any such doors, are an Owner's responsibility.
2. Installation of a replacement door is prohibited without PRIOR WRITTEN Board approval.
3. Replacement sliders may incorporate blinds within the glass. The color of the blinds must be white, near white, or beige.
4. Plain brass "peepholes" may be installed on condominium unit front doors at the height of five (5) feet above the bottom of the door.
5. Brass kick plates 8" in height may be installed on condominium unit front doors.
6. Front door latches must be of a similar design as existing in order to maintain exterior uniformity.
7. Front door must be painted the approved color as indicated in [Appendix D](#).
8. Installation of a storm door is prohibited without PRIOR WRITTEN Board approval.
9. Storm doors must be an approved door that will not detract from the overall architectural style of Rockport Colony. Storm doors are limited to the following:
 - (i) Full View Door
 - (ii) Door frames must be white
 - (iii) Glass must be clear
10. The Owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.

F. Windows

1. As specified in the Declaration, cleaning, maintenance, repair, and replacement of windows are the unit Owner's responsibility.
2. Installation of replacement windows is prohibited without PRIOR WRITTEN Board approval. The request submitted must include pictures and specifications of the new windows.
3. An upgrade in the quality of windows will be approved provided replacement windows are identical in appearance to the existing windows, same color, same sash sizes, same number and size of grids.

G. Motor Vehicles

1. Mobile and/or motorized homes or travel trailers are prohibited to be parked within Rockport

Common Element Information and Guidelines

Colony.

NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed twenty-four (24) hours. Any brief extension of this period should be approved by the Board via PRIOR WRITTEN request.

2. Trailers, boats, recreational vehicles, and motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property.
3. Vehicles that are painted, signed, or used for commercial purposes must be kept within the confines of a garage at all times while on the Condominium Property.
4. All vehicles visible on the property must bear current license tags.
5. Vehicles with exhaust systems that disturb other residents are prohibited.
6. Moving vans are permitted to be temporarily parked on the street and must not obstruct traffic.
7. Vehicle repairs are prohibited in the streets and on unit driveway space.

H. Roads

1. All vehicles must observe the road speed limit in Rockport Colony of 15 mph. Since there are no sidewalks in Rockport Colony, drivers must be very aware of pedestrian traffic.
2. Playing in the streets within the Condominium Property is prohibited.
3. Oil or fluid leaks or spills on roadways, parking areas, or driveways by owners, residents, or guests must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the unit's garage or off the property.
4. Owners and residents must not pour, or allow to spill, any oil, solvent, or any other volatile or flammable material into the storm sewers or in Common Elements. Ohio EPA and the City of Stow prohibit such disposal.

I. Parking

1. The garage is the primary parking space for the residents and must be able to accommodate at least one vehicle.
2. If the resident has additional vehicles, the extra vehicles must be parked on the unit's driveway space, in front of the garage door and not on the street.

Common Element Information and Guidelines

3. Parking is prohibited as follows:
 - a) In lawn or turf areas
 - b) In areas designated as fire lanes
 - c) On the fire hydrant side of streets
4. Overnight parking (between the hours of 2:00A.M. and 6:00A.M.) on the streets is prohibited. Violators will be identified and subject to penalty assessments if violation continues.
5. Vehicles must be parked in the direction of the flow of traffic.
6. Parked vehicles must not obstruct or inconvenience the use of or access to adjoining residents' driveways.
7. On-street parking can be used to temporarily accommodate a resident's needs. For example, when entertaining several guests for a specific function, the resident should instruct guests that they may park on the street but not on the fire hydrant side, and of other parking regulations if they see any violations occur.

J. Storage Pods

1. All residents must submit a written request for approval to place a storage pod on their driveway. Management is authorized to approve the request.
2. Pods cannot be placed in any grassy areas or on the street.
3. Pods may remain on the driveway for a maximum of 48 hours (if a pod must arrive on Friday, it may remain until Monday).
4. Pods will be parked at the pod owner's risk. The association will not be responsible for any damage to, vandalism to, or theft of the pod or its contents.
5. If a pod remains longer than the 48 hours approved, it will be towed and the unit owner that the pod was provided to will be charged the towing expense.
6. If a pod appears in the development with no authorization, it will be towed from the property. Once the pod renter is determined, the owner of the unit that the pod was provided to will be charged the towing expense.
7. If a pod damages common elements in any way, the owner of the unit that the pod was provided to, will be charged for all repairs.
8. If a pod needs to remain on the driveway longer than 48 hours, another request must be submitted in writing for approval of the additional time. In no case shall a pod remain longer than one week.

Common Element Information and Guidelines**K. Snow Removal**

1. During the winter months residents should note that snow removal service people employed by the Association are contracted to reasonably plow the streets and driveways based on new snow accumulation of at least two (2) inches.
2. Light or blowing snowfall or freezing/thawing cycles can create unexpected icy or hazardous conditions. Residents should use an ice melt product on areas near their individual condominium unit; calcium chloride is required.
3. If your car is parked on the driveway during snowfall, you must move the car before the snowplow contractor arrives; otherwise, your driveway may not be plowed inasmuch as the contractor does not want the liability of damaging your vehicle accidentally.

L. Street Lamps

1. Street lamps located on the Condominium Property are maintained by First Energy (Ohio Edison). Should you observe a burned-out bulb, please call the Management Company.

M. Mailbox

1. Cluster boxes are required and approved by the Stow Post Office. They are located behind street curbs at points proximate to their respective addresses.
2. The individual mailbox key and lock are the responsibility of the Owner and/or resident.
3. Contact the Stow Post Office for repairs and/or replacements of the lock and keys.

N. Signs

Signs or other advertising of any nature are prohibited upon any visible portion of the Condominium Property except as follows:

1. "FOR SALE" signs: (See [Section VII-E](#))
2. Security protection signs, not exceeding the height of two feet or the size requirement of 1 ft. x 1 ft., may be displayed in the front shrub bed and/or in the rear of the unit.
3. Political signs, during periods of national, state and community elections, may be placed only in the (interior) windows of a resident's unit. Display of such signs is allowed within a period of thirty days before Election Day and must be removed the following day.

O. Darrow Lake

1. Darrow Lake is a private lake owned by a consortium of five neighboring condominium associations and HOAs. Our Association is one of the members. The ownership, relationships, maintenance

Common Element Information and Guidelines

responsibilities and use of the lake are governed by a contract document. The five associations have created the Darrow Lake Home Owners Association; each association has representatives on the DLHOA board.

2. The rules and regulations governing the use of the lake area are contained in a document available at the Management Company. Sample regulations include prohibitions against swimming (limited use by Bayside), motorized vessels, ice fishing, etc. Residents can be provided a list of provisions affecting their use of the Lake by contacting The Management Company.
3. The Rockport Colony gazebo is for Rockport residents and guests.
4. The lake area is not a supervised or patrolled location. Residents visiting the lake area are responsible for their own safety and security.

P. Trash

1. Trash removal service is currently provided by the contractor listed on your Service Provider page contained at the end of this Handbook; pickup day is noted. Recyclable items should be placed in the bins provided.
2. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to the Management Company.
3. Trash must be secured in the containers provided. These requirements may change depending on the current trash collection contract.
4. Trash containers or other items should not be placed outside the unit until after 6:00 P.M. of the evening prior to collection. The container must be returned to the interior of the unit before midnight on pick-up day.
5. Residents may call the Management Company or employ a service company or contractor of their choice to haul away large items of trash at the resident's expense. Large items must not be placed on the curb for pick-up until close to the scheduled pick-up date.

Q. Landscaping

The character and quality of landscaping in a condominium development are very subjective issues to the residents since each person has their own perspective. These regulations attempt to achieve a balance between the personal preferences of residents and the need to maintain harmony throughout the development. The goal is to maintain a property that is visually attractive to reasonable buyers and unit owners alike. Additionally, there is a need to limit inappropriate or harmful types of plant life (e.g., ground cover which is very invasive).

There are four Common Element landscaped areas in Rockport Colony:

Common Element Information and Guidelines

1. The front planting beds of units.
2. The front corner planting beds of the building end units.
3. The area at the side of the building end units.
4. Planting beds located in the Common Element lawns.
 - The Limited Common Element lawn at the rear of a unit is covered in [Sect. V](#).

Landscape regulations may apply differently to each one of these areas. Any modification to Common Elements requires PRIOR WRITTEN Board approval. And as the courts have ruled, owner plantings become donations and are subject to association control.

1. Front Planting Beds

The Association maintains front planting beds. However, the Association may require a unit owner to maintain approved owner plantings and may remove unapproved changes to the planting areas at the Board's discretion and the unit owner's expense.

- a) In order to maintain continuity and harmony throughout the property with the original landscaping plan, there shall be no changes in the front of the unit by the Owner, which would utilize railroad ties, landscaping timbers, or change the size and shape of the bed. The Association landscaper edges these beds periodically.
- b) Bricks, rocks, and other such items used as planting bed edging material may **ONLY** be used where the bed abuts the driveway and any walkways. Edging material may not extend higher than 6 inches above the concrete.
- c) Owners may install perennial plantings in existing bed areas in front of the unit with PRIOR WRITTEN Board approval; no approval is required for annual plantings.
 - (i) Such plantings must be reasonably compatible and consistent in height, variety and size with association plantings.
 - (ii) Owner plantings should not exceed the height of the front windowsills or porch railing and should not interfere visually or encroach upon the shrubs planted by the Association to allow for proper growth and maintenance.
 - (iii) All plantings must maintain clearance sufficient for contractor maintenance of the building structures. This is to help prevent potential damage to the buildings.
 - (iv) The variety of perennials selected by the Owner must be of a species that will not encroach upon or cause damage to the unit, lawn, or Association plantings. Any planting of ground cover is prohibited.
 - (v) Plantings installed by a resident must be maintained by the resident, and must not, in any way, be an obstruction for the landscape service contractor with respect to such activities as trimming, weeding, mulching, etc.
 - (vi) Plantings installed by a resident must not detract from the landscape appearance of Rockport Colony.
 - (vii) Residents will be required to remove unacceptable plantings at their own expense.
- d) Residents may not remove trees or shrubs without PRIOR WRITTEN Board approval.

Common Element Information and Guidelines

- e) Residents are prohibited from trimming, shearing, or pruning association shrubs or trees in the front area planting beds. There are seasonal criteria for pruning schedules, which are the responsibility of the Association landscape contractor.
- f) Artificial flowers or plantings are prohibited.

2. Front Corner Planting Beds

- a) All rules and restrictions for Front Planting Beds apply to the front corner beds.

3. Side Planting Beds

- a) To establish a planting bed in the lawn area alongside the wall of an end unit, PRIOR WRITTEN approval must be obtained from the Board.
- b) Owners wishing to establish a planting bed for perennials and shrubs must submit a landscape plan to the Board for review and approval. The plan should show the outlines of the planting to scale, with dimensions and type, size and locations.
- c) Bricks, rocks and other such items used as planting bed edging material are prohibited.
- d) The variety of perennials selected by the Owner must be of a species that will not encroach upon or cause damage to the unit or lawn. Examples of prohibited planting: vines, pachysandra, myrtle.
- e) Trees of any kind are prohibited due to the proximity to the building.
- f) Maintenance of a side bed is the Owner's responsibility and/or any subsequent purchaser of the unit. Owners must edge, mulch, and maintain all plantings.
- g) A 12 inch clearance must be maintained between all plantings and building structures. This is to prevent potential damage to the buildings and allow for contractor access for maintenance.
- h) If an end unit is in a walkout building, a plan must show provisions for slope protection along the wall (e.g., retaining walls, landscape timbers or other methods of terracing) to prevent erosion or washout.
- i) An end unit planting bed must be continuous along the wall, that is, must not be a series of isolated beds. This provision is to simplify the work of lawn mowing and maintenance.
- j) Residents will be required to remove unacceptable plantings.
- k) Artificial flowers or plantings are prohibited.
- l) Owners may return side beds back to Common Element lawn at their expense.

4. Common Element Lawn Beds

- a) All remaining planting beds not directly adjacent to a building are Common Element planting beds. Owners are prohibited from modifying these beds in any way without PRIOR WRITTEN board approval.

5. Mulch

- a) The only acceptable mulch in any planting beds on condominium property is dark-colored double-shredded mulch matching the mulch in use by the association in the Front and Common beds.

Common Element Information and Guidelines

- b) Mulch not conforming to the approved mulch must be removed by the Owner and replaced with the approved type.

6. Landscape Ornaments

- a) A limit of three (3) decorative landscape ornaments (statuary, birdbaths, etc.) are allowed in the front Common Element bed and three (3) in the side bed of an end unit. Ornaments should resemble natural materials such as wood, stone, light-colored cement, imitation stone, etc., or of painted earth tone colors. Plastic, glass, or brightly colored objects are prohibited.
- b) Ornaments in these two areas cannot exceed the height of the front windowsills or porch railing.
- c) Ornaments must not interfere with the maintenance of planting beds by the landscape contractors.
- d) Decorative ornaments on Common Element lawn or beds other than the front and side beds are prohibited.

7. Watering

- a) During the landscape season residents must water the lawn and the shrubbery adjacent and proximate to the unit. Landscape watering must be done often enough, particularly during the hot dry summer months to prevent browning, disease and dying of the grass.

NOTE: Owner/resident cooperation requirement is designed to save Association money by preventing expensive landscape repairs and replacements.

R. Pets

- 1. No animals such as rabbits, livestock, fowl or reptiles of any kind shall be raised, bred or kept in any unit or the Common or Limited Common Elements. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- 2. All pets are to be hand-leashed when outside of a condominium unit and not allowed to run loose. (This includes cats).
- 3. NO PET shall be leashed, fenced, or housed outside a condominium unit unattended for an extended period of time.
- 4. Pet owners shall be held liable for any and all damage caused by their pets to any Common property including, but not limited to shrubs, bushes, trees, and grass.
- 5. Pet owners are responsible for immediate and complete cleanup after their pet.
- 6. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' notice from the Board. (See Article IIIB.4. of Declaration By-Laws.)

Common Element Information and Guidelines**NOTE:**

Although some of the above regulations may seem unduly restrictive to pet owners, it must be remembered that we are all living together in close residential proximity. There is no fencing in or around the Common Elements, which are open to all residents to enjoy, including walking pets. Stepping in dog feces left in lawns or public areas by negligent or uncaring pet owners does a disservice to all residents. This is one of the most prevalent nuisances in any urban area, not just in a condominium development.

Some condo associations do not allow any pets. Rockport Colony is an attractive environment for pet owners; however, responsible pet ownership is required to maintain this privilege.

Limited Common Element Information and Guidelines

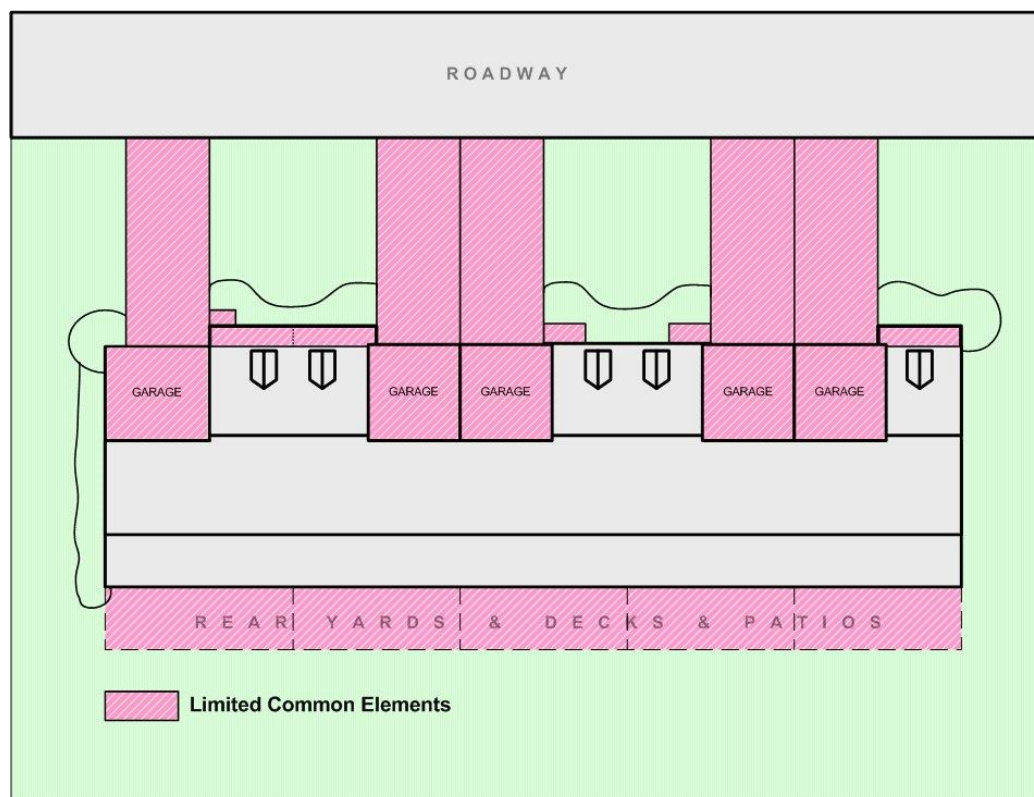
V. Limited Common Element Information and Guidelines

Certain parts of the Common Elements are built and designed specifically for each individually owned condominium unit. Examples include external A/C equipment serving only one unit, water faucets, electrical outlets, patios, decks, driveways, garages, and front porches.

These are Common Elements because they are owned by all the Owners together and the Association has control over how they are to be maintained. Their specific designation is, however, "Limited Common Elements" because they are limited to the use of one condominium unit. Maintenance and repair become the responsibility of the individual condominium Owner. Following is a description of the Limited Common Elements as contained in the Declaration (Article VI-B.) of which a portion is extracted here:

- Patio, if any, adjoining a Unit shall be reserved for that Unit.
- Deck, if any, adjoining a Unit shall be reserved for that Unit.
- Front porch, if any, adjoining a Unit shall be reserved for that Unit.
- Rear yard, if any, adjoining a Unit shall be reserved for that Unit.
- The driveway of each Unit shall be reserved for that Unit.
- The garage of each Unit shall be reserved for that Unit.

The rear yard is that area contained within the lines of an extension of the sidewalls at the ends of the unit to the rear property a distance of fourteen (14) feet from the rear wall of the building: beyond that distance is Common Elements. Exception: the rear yard LCE ends at any drainage structure, swale, or ditch, even if it is less than fourteen (14) feet from the rear wall of the unit.



Limited Common Element Information and Guidelines

A. General

1. Owners and/or tenants are responsible for the maintenance, condition, and appearance of their Limited Common Elements.
2. Drying or airing of clothing or other materials outside the unit is prohibited.
3. Islands between double driveways must be maintained as mulched or grassy areas and must not interfere with the normal use of the driveways by either owner. This allows easy access to the downspout drain.
4. Rubbish, debris, and any other unsightly materials are prohibited. Trash containers must be kept inside the garage at all times except on trash collection day.
5. Deck or patio awnings are prohibited without PRIOR WRITTEN approval of the Board. ([Section V.H](#))
6. Patios and decks shall not be used as storage areas. Appropriate patio and deck items would include outdoor furniture and planters. Commercial polymer storage bins such as Rubbermaid or equal, of earth tone color, may be permitted with PRIOR WRITTEN approval of the Board. Restrictions for storage units are:
 - a) Maximum height of 36" for storage bins on decks or patios
 - b) Maximum height of 72" for storage bins under decks.
 - c) Storage bins under decks higher than 36" must be placed against a privacy fence.
 - d) Storage bins must not block windows, doors, or access to utilities.
7. Composting equipment and composting are prohibited.
8. Watering hoses must be kept in the garage or at the rear of the unit on a patio or a deck. Hoses must be stored when not in use either in an appropriate hose storage container or on a portable reel. Reels may not be attached in any way to an exterior wall of a building.

B. Garages

1. Garage doors must be closed at all times except when the Owner is using the garage area.
2. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.
3. Storage of flammable or hazardous items (e.g. propane tanks) in a garage is prohibited.
4. The garage should be used as the primary parking space.

Limited Common Element Information and Guidelines

5. The installation of automatic garage door openers is permitted. Installation and maintenance expense shall be an Owner responsibility.

C. Bird Feeders

1. A hummingbird liquid feeder or seed-dispensing bird feeder is permitted so long as it is placed at the REAR of the condominium unit and is not an obstruction for the landscape service contractor or placed in a lawn area.
2. Ground feeding of wildlife such as birds, Canada Geese, ducks, squirrels, etc. is strictly prohibited. Foodstuff placed on the ground around a condominium unit attracts rodents and creates an unsightly appearance.
3. Canada Geese are known to inhabit areas where open water and green grass can be found. At Rockport Colony we have our share of Canada Geese. Feeding the geese is prohibited, including at Darrow Lake! Please remember as flocks of geese develop, grass disappears, and their waste becomes a problem.

D. Landscaping

The character and quality of landscaping in a condominium development are very subjective issues to the residents since each person has their own perspective. These regulations attempt to achieve a balance between the personal preferences of residents and the need to maintain a consistency of design and harmony throughout the development. Additionally, there is a need to limit inappropriate or harmful types of plant life (e.g., ground cover which is attractive but also very invasive).

This Landscaping section applies to the Limited Common Element lawn at the rear of a unit.

1. Limited Common Element Rear Lawn

- a) Installation of landscaping requires PRIOR WRITTEN approval from the Board. The Owner must submit a landscaping plan showing the outlines and dimensions of planting beds, tree locations, and types of any trees and shrubs. Association oversight of this area is necessary to prevent appearance of vegetation crowding, invasive plants, intrusion of mature plantings against buildings or into Common Elements, etc.
- b) Residents of buildings along Sowul Blvd and Norton Road and buildings on other streets in Rockport Colony whose rear yards are bounded by earth berms may plant and maintain low height annual flowers in the non-grass areas on the berm slope facing the building. Perennials and any edging materials are strictly prohibited. Planted areas must be restored at the end of the growing season.
- c) A number of buildings in Rockport Colony have rear yards bordering an existing creek or drainage ditch. These streamways are in Common Elements of the Property. No landscaping or structures of any kind are permitted in the channels of these streams.
- d) In order to maintain continuity and harmony throughout the property with the original

Limited Common Element Information and Guidelines

landscaping plan, there shall be no changes in the rear lawn of the unit by the Owner which would utilize railroad ties or landscaping timbers. Bricks, rocks and other such items used as shrub bed edging material or enclosures may be used where the beds abut the lawn area.

- e) The variety of plant material selected by the Owner must be of a species that will not encroach upon or cause damage to the unit, Common Elements, or any utility service lines. Examples of unacceptable planting: vines, pachysandra, myrtle.
- f) A minimum clearance of 12 inches must be maintained between all plantings and the building. This is to prevent potential damage to the building.
- g) Residents will be required to remove unacceptable plantings at their own expense.
- h) Trees, Shrubs and perennials planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance of Rockport Colony.
- i) Decorative ornaments are permitted provided they do not become a visual nuisance to neighboring residents and do not detract from the general appearance of the Rockport Colony.
- j) Artificial flowers or plantings are prohibited.

2. Trees

- a) Installation of any type of tree, is prohibited without PRIOR WRITTEN Board approval.
- b) Type of tree must be a variety that will not encroach upon or cause damage to the unit, Common Element or utility service lines. As a result, the following trees are prohibited:

Undesirable Trees	Reason Code	Description of Codes
American Elm	1	1 Susceptible to disease
Black Locust	3	2 Fast growing weak-wooded and susceptible to breakage
Box Elder Maple	2	3 Enormous thorns – interfere with maintenance
Catalpa	2,4	4 Messy seeds, pods, or fruit – interfere with maintenance
Common Alder	2	
Common Poplar	2	
Cotton Wood	4	
Devils Walking Stick	3	
European Alder	2	
Lombardi Poplar	1,2	
Mulberry	2,4	
Osage Orange	4	
Russian Olive	2	
Silver Maple	2	
Tree of Heaven	2	
Weeping Willow	2	

- c) A tree bed must be created and maintained by the resident around the base of the tree in order to prevent damage from landscaping equipment. The tree bed must be covered with double-shredded hardwood bark mulch to match what is used by landscape contractors. Wood chips, cypress mulch, gravel type stones or any other decorative shrub bed coverings are prohibited.

Limited Common Element Information and Guidelines

- d) When planting a tree, the Owner must be responsible for damage that might occur to underground utility service connections or lines during the time it is being planted, as well as for any future damage that may be caused as a result of growth of the tree. Owners must call Utilities Protection Service 48 hours before digging.
- e) Trees planted by an Owner must be planted in such a manner so as not to create obstructions for the landscape service contractor.
- f) Any and all landscape plantings installed by an Owner in the Limited Common Element must be maintained by the Owner and/or any subsequent purchaser of the unit.

3. Vegetable Gardens

- a) Vegetable Gardens are prohibited.
- b) Two or three vegetable plants are permitted among the rear Limited Common Element beds only, providing the plants are not conspicuous and do not create an obstruction for the landscape service contractor.

E. Decks

- 1. Installation of decks are prohibited without PRIOR WRITTEN Board approval. The written approval from the Board of Directors must be submitted along with your application to the City of Stow for a building permit. Construction may not begin without the building permit approval.
- 2. The deck structure must be constructed of pressure-treated wood. Deck boards may be pressure-treated wood or composite wood.
- 3. Deck maintenance, repair or replacement is the Unit Owners responsibility.
- 4. Decks made of wood must use a semi-transparent stain and must be applied every three (3) years for maintenance and wood protection. (Solid stain is prohibited). The approved colors for the semi-transparent stain are: Earth tones – Browns, reddish browns and Cedar-tones.
- 5. Decks, including access steps, may not extend beyond the projection of sidewalls of the condominium unit.
- 6. Deck construction measurements will depend upon unit style and the surrounding limited Common Element terrain.
- 7. Drawings of the deck must show length, width, height, support structures and ground preparation. Support structures must be anchored in concrete extending three foot, six inches (3'-6") below ground grade.
- 8. The deck must be enclosed by hand railings if the deck level is higher than one foot above ground grade at the lowest point. Hand railings must match the style, size and look of existing deck railings throughout the community.

Limited Common Element Information and Guidelines

9. The relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. Utility meters must be fully accessible.
10. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of the construction.
11. The deck must not be attached to the building in any manner. Buildings with walk-out basements and buildings with a shared single deck with privacy fences between units are the only exceptions.
12. The Board will take requests to upgrade from wood to composite wood deck boards on a case-by-case basis.
 - a) Railings may be replaced with vinyl rail sections between vinyl wrapped posts. Railings must match the style, size and look of existing deck railings throughout the community and tie in seamlessly to any existing neighboring railings.
 - b) Please submit the request, in writing, to Management and be sure to include the materials to be used and their color. Please include a weblink or a photo of the exact board and railing style and color. The colors must be similar to the wood stain colors in item 4 above.

F. Fences

The installation of a fence of any kind is prohibited without PRIOR WRITTEN Board approval.

CAUTION: The Condominium Property is laced with underground utilities of various types: Electrical, communication, (cable, telephone), natural gas, water, PVC storm pipes, etc. Some of these lines are at very shallow depths (6-8"). Prior to any significant digging on the property (e.g.; fence posts), your contractor should ascertain the possible presence of underground utilities and contact the OHIO Utilities Protection Service (OUPS).

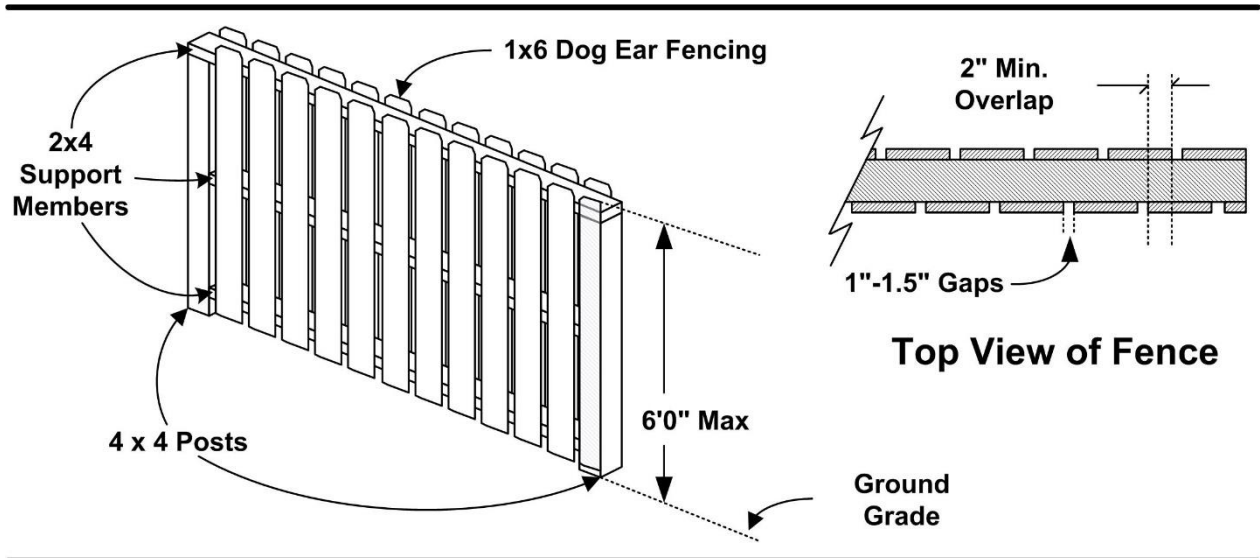
The types of fences that are allowed are listed in this section below.

1. Privacy Fence

Definition: One section of fence constructed to divide the rear limited Common Element between two condominium units.

- a) Style: Board-on-Board. For clarification refer to the diagram below:

Limited Common Element Information and Guidelines



- b) Request submitted to the Management Company must show a sketch detailing location, length and height.
- c) Fence cannot be attached to the building in any manner. They must be built six inches away from the face of the building.
- d) Fence must be constructed of pressure-treated wood, composite wood, or vinyl.
- e) The height of a fence must be six (6) feet; the posts must be set on the inside of the fencing.
- f) Fences made of wood must use a semi-transparent stain and must be applied every three (3) years for maintenance and wood protection. (Solid stain is prohibited) The approved colors for the semi-transparent stain are: Earth tones – Browns, reddish browns and Cedar-tones.
- g) Owner must maintain the appearance and integrity of a unit's fence(s) and correct any deficiencies such as: fence posts or supports that are out of plumb or falling, sagging or warped fence boards, broken or damaged fence members, discoloration of the wood, etc.
- h) Privacy landscaping is an alternative to a privacy fence and also requires PRIOR WRITTEN Board approval. Example: A row of arborvitae trees; a row of hedge type plantings. An encompassing view of the Common Elements may be more appealing if privacy landscaping is used versus wood fence structures. Dead or damaged shrubbery must immediately be replaced in kind by Owner.

2. Fence Enclosures

Definition: Fence enclosing a portion of the limited Common Element at the rear of the condominium unit and parallel to the building face.

- a) Fence enclosures are only permitted in the rear Limited Common Elements backing onto a street; i.e. Sowul Boulevard, Norton Road and Nantucket.
- b) A six-foot-high, board-on-board fence panel, similar to a unit privacy fence is permitted along the back edge of a patio or deck (i.e., parallel to the building face).
- c) The back fence must match the style and color of a side privacy fence.

Limited Common Element Information and Guidelines

- d) A minimum opening of four feet (4'-0) is required in any fencing along the rear edge of a patio or ground level deck. Gates of any sort are prohibited.
- e) Fencing must not prevent utility meters or boxes from being accessible.

3. A/C Unit Enclosures

- a) Any enclosures around outside air conditioning units must maintain a clearance of 18 inches to the A/C unit, and a maximum height of 30 inches and must allow accessibility from one side.

G. Patios

1. Installation of a patio is prohibited without PRIOR WRITTEN Board approval.
2. Concrete patios must be poured and remain a natural color.
3. Patios may also be constructed of bricks or stones.
4. The patio must not extend beyond the projection of the sidewalls of the existing condominium unit and must not extend beyond the limited Common Element across the rear of the of the condominium unit (fourteen feet).
5. Drawings of the patio must show length, width, and slope. Slope must be sufficient to drain water away from the building (min. ¼" /foot for concrete).
6. The design requirements for a concrete patio are:
 - (i) Four (4) inch minimum concrete (air-entrained) thickness
 - (ii) Four (4) inch compacted aggregate base
 - (iii) Compacted grade
 - (iv) Curing compound after pour
 - (v) Half-inch pre-molded bituminous joint placed against the foundation wall prior to the pour
7. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
8. The patio must be included under the Owner's private homeowners' insurance.
9. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
10. Maintenance and upkeep of the patio is the Owner's responsibility.

Limited Common Element Information and Guidelines

H. Patio and Deck Awnings: Fixed Installations

A Unit Owner proposing to install a retractable awning must first put the request in writing to the Board, via the management company. The Unit Owner must include a photo, weblink or brochure of the proposed awning. The Unit Owner must also include the colors of the proposed awning.

The Board will review the Unit Owners request and will respond, in writing, with the approval / denial of the request. Do not proceed with the installation until you receive the written approval to do so.

The specifications for approval are listed below:

1. The purchase and installation of this awning will be at the Owner's expense.
2. The awning must be striped, with the main color matching the color of your siding or be complimentary to the siding color and the stripes must closely match the color of the building doors.
3. The Owner is responsible for the maintenance, repair, and replacement of the awning, and will disclose these responsibilities to any subsequent buyer of the Unit.
4. The Owner is also responsible for casualty and liability insurance. The Association does not insure the awning.
5. The awning may either be attached to the siding underneath the soffit overhang or attached to the roof. The Board prefers installation under the soffit overhang so there is less chance of damage to the roofs and/or shingles.
6. Once the awning is installed, it becomes part of the building and cannot be removed without receiving PRIOR WRITTEN approval of the Board.
7. Owner is responsible for any damage to the Common Elements caused by the awning.
8. Should the Association need to have the awning removed to complete repairs or replacements on the exterior of the unit (e.g., siding, roof, gutters etc.) the cost of the removal and replacement is borne by the Owner and will be billed back to the Owner as a "repair assessment".

I. Spas/Hot Tubs

1. Owners must place portable hot tubs or spas on the unit's concrete or decked patio or on the ground floor below the deck of three-story walk-out units following application to the Board and upon receiving PRIOR WRITTEN approval of the Board.
2. The hot tub or spa must be portable/removable, i.e., not attached in any way to a fence or building structure.
3. If heated by an electric power source, any power cable connection to an interior building source that passes through a building wall must be installed by a certified electrical contractor and subject to the obtaining of an electric building permit and approval from the City of Stow. Hot tubs usually require a 220-volt power source; hence a potential safety concern for the Association. Building wall integrity

Limited Common Element Information and Guidelines

(water penetration) is also a concern.

4. The water supply must be obtained from a disconnectable line from outside building water faucet of the Owner's unit.
5. The hot tub or spa must be gradually emptied or drained only into an area storm inlet or adjacent swale or ditch via drain hoses: it may not be emptied into the general lawn or landscaped areas.
6. Any and all damage caused by the use, maintenance and/or storage of a hot tub or spa will be the sole responsibility of the Owner. Any repair that shall be required as a result of such damage shall be made by the Association and the cost of such repair shall be billed directly to the Owner.
7. The Owner shall supply the Board with proof of liability insurance in an amount of no less than \$300,000.00 per occurrence prior to placement of the hot tub or spa.
8. Failure to comply with all of the above rules shall constitute a forfeiture of the Owner or Resident's permission to have a hot tub or spa and such item must be removed from the premises within five days of written notice of non-compliance.

J. Barbecue Grills

In accordance with the Ohio Fire Code and City of Stow ordinances, charcoal burners, gas grills or any other type of open-flame devices are prohibited to be used within (15) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks.

In addition, the following rules also apply:

1. The barbecue grill must be used behind the condominium unit.
2. The grill must be a free standing or portable grill. An Owner may not construct any type of barbecue pit enclosure.
3. The grill must be maintained in good working order as well as appearance by the Owner.
4. PORTABLE GAS GRILL PROPANE TANKS MUST NOT BE STORED INSIDE THE UNIT OR GARAGE.
5. Any applicable regulations of the City of Stow must be followed.

Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of 330-689-5800 and not to management.

K. Satellite Dishes

1. Acceptable Satellite Dishes
 - a) One DBS and one MDS one meter in diameter or less and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dishes") per unit are

Limited Common Element Information and Guidelines

permitted. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

2. Location of Installation

- a) All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish must be installed **entirely within** the Owner's Limited Common Element such as the rear deck or patio area. All installations shall be in the rear of the unit unless an acceptable quality signal is unavailable. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit are strictly prohibited for safety reasons, which excludes installation on any sidewalk area. Installations upon or attached to any heating, cooling or ventilating equipment, concrete pad or any other utility system are also prohibited for safety reasons. Dishes must not attach to or encroach upon the Common Elements, which preclude any installation on any exterior door or window surface or another Owner's Limited Common Elements or unit.

3. Installation of Satellite Dishes

- a) All dishes must be installed in compliance with local building and safety codes in accordance with the manufacturer's instructions and shall not damage or impair the Common or Limited Common Elements.
- b) Dishes must be shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, i.e., imitation rocks, patio furniture and shrubbery may be acceptable shields as determined by the Association.
- c) All installations shall take aesthetic considerations into account. Dishes and all associated equipment and wiring shall be painted to match the color and structure they are adjacent to.
- d) The installation shall not impair the integrity of the building. There shall be no penetrations of the Common Elements or Limited Common Elements unless it is necessary to receive acceptable quality signals. The following shall be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: Devices that permit transmission of telecommunication signals through (1) glass; (2) under windows or doors such as ribbon wiring; (3) through existing wiring. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.
- e) All contracted installers must maintain general liability insurance including completed operations of at least \$1,000,000.00 and Workers' Compensation Coverage.

4. Maintenance

- a) Dish Owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated or appurtenant to the dishes, for the repair of all damage to any property (including but not limited to, all Common Elements

Limited Common Element Information and Guidelines

and Limited Common Elements) caused by the installation, maintenance or removal of dishes and to pay any medical expenses or other damages or losses for any persons injuries caused by installation, maintenance (or lack thereof) or removal of the dishes

- b) Owners have 72 hours to remove or repair a dish if it becomes detached. The Association may remove the dish at the Owner's expense after 72 hours or at any time if the detachment threatens the safety of persons or property.
- c) Upon sale or other transfer of the unit, dishes must be removed, and the area restored to its original condition.

5. Masts

- a) Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Masts extending above the lowest roof line, i.e., gutter line, and thus beyond the height of the Owner's unit or Limited Common Elements must be pre-approved and must be installed by a licensed and insured contractor. Masts or any part thereof, must not be attached to, be in contact with, or extend into the Common Elements without prior Board Approval.

6. Notification and Waiver

- a) A notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted to the Board for approval prior to any installation. See [Appendix B](#).

L. Natural Gas Backup Generators

- 1. Installation of a natural gas generator is prohibited without PRIOR WRITTEN Board approval.
- 2. The purchase and installation of the natural gas backup generator will be at the Owner's expense.
- 3. The natural gas backup generator installation and all building penetrations must be in the Limited Common Element rear yard. Relationship of the generator to the air conditioner, utility fixtures, decks or patios must be clearly shown on the drawing submitted to the board for approval.
- 4. You or your contractor are responsible for obtaining any permits.
- 5. Any deviation from the original project must be re-submitted to the Board for their review and approval.
- 6. The owner is responsible for the maintenance, repair, replacement, and insurance coverage of the natural gas backup generator, and will disclose these responsibilities to any subsequent buyer of the Unit.
- 7. The unit owner is responsible for any and all damage caused by their contractor's negligence, with or without fault. This would include cleanup and disposal of any debris, replacement, or repair of

Limited Common Element Information and Guidelines

damaged siding and trim, and repair of any lawn and landscaping in the Common Areas. All rubbish and debris must be removed and disposed of off property.

8. Should the Association need to have the natural gas backup generator removed to complete repairs or replacements on the exterior of the unit (e.g., siding, roof, gutters etc.) the cost of the removal and replacement is borne by the Owner and would be billed back to the Owner as a "repair assessment".

Unit Interior Guidelines and Responsibilities

VI. Unit Interior Guidelines and Responsibilities

The boundaries of the individually owned condominium unit and everything within these boundaries are built and installed for the exclusive use of the inhabitants of said unit. It is the Owner's responsibility to maintain their unit. A definition and description of a condominium unit is contained in Article V of the Declaration.

A. Restrictions

1. Units shall be occupied and used for single-family purpose and only as private dwellings for Owners, their families, tenants and guests and for no other purposes.
2. Installation of HVAC venting or wiring for electrical, telephone, cable, television systems, air conditioning equipment, or the like on the exterior of the building, or which protrudes through the walls or the roof of the building, is prohibited without written Board approval. Exceptions to this regulation will be considered by the Board. Example: Additional lines for telephone, cable, or computer.
3. The use of blankets, sheets, etc., is prohibited, even as a temporary window covering.
4. To create a visible uniform standard throughout the community, all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. should have white, near white, or beige backing.

B. Maintenance and Repair

Owner Responsibilities for maintenance, repair or replacement include:

1. The unit's interior walls, wall coverings, floor coverings, cabinets, plumbing and electrical lines and fixtures.
2. All heating, cooling and ventilation equipment, ducts, and pad for air conditioning unit. NOTE: The location of the exterior A/C unit may not be changed without PRIOR WRITTEN approval of the Board.
3. Utilities separately metered for the unit and utility service line connections exclusive to the unit.
4. Exterior water faucets and electrical outlets serving the individual condominium unit.
5. Replacement of burned out light bulbs in all exterior light fixtures attached to the condominium unit with a white 60-watt bulb or equivalent.
6. Providing your own interior exterminating service, if needed. (The Association may contract for exterior extermination service if building infestation becomes a problem.)
7. Owners hiring any contractor or subcontractor will insure he is bonded, insured, and carries current Workers' Compensation insurance.

Unit Interior Guidelines and Responsibilities

C. Modifications

1. Modifying structural components requires PRIOR WRITTEN Board approval with licensed and insured contractors and submitted drawings.
2. Fireplace
 - a. Due to the required penetration of the building exterior, installation of a fireplace is prohibited without PRIOR WRITTEN Board approval.
 - b. A detailed diagram including contractor specifications, exhaust routing, and location and type of exhaust stack must be submitted to the Management Company.
 - c. The Owner must obtain necessary permits and insure conformity to jurisdictional codes.

D. Vacant Unit

1. If you are no longer residing in the Unit or are absent from your Unit for more than 30 days at a time, an alternate address and phone number must be provided to the Management Company for emergency purposes.
2. Whether the Unit is vacant or is temporarily unoccupied for any length of time, the temperature within the Unit must at all times be set above 50 degrees Fahrenheit, preventing freezing pipes and water damage to the Unit, neighboring Units, and the Common Elements. If a Unit Owner fails to maintain adequate heating to the Unit, the Association has the right, but not the obligation, to activate the utilities and supply heat to the Unit, and charge the cost of said activation, utilities, and heating to the Unit Owner.
3. For your protection, it is highly recommended that the main water shutoff located within the unit be turned off to prevent flooding of the unit and neighboring units.

Unit Owner's Financial Guidelines and Responsibilities**VII. Unit Owner's Financial Guidelines and Responsibilities****A. Association Fees**

1. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
2. An administrative late charge of Twenty Dollars (\$20.00) per month shall be incurred for any late payment and on any unpaid balance (subject to increase without notice).
3. Any payments received shall be applied in the following order:
 - a) Administrative late fees owed to the Association
 - b) Collection costs and attorney's fees incurred by the Association
 - c) Principal amounts owed by the unit owner for common expenses and assessments
4. Any cost including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner. (See DECLARATION, Article XVIII.C "Cost of Collection")
5. Any past due assessments may cause a lien and foreclosure to be filed against the Owner of the condominium unit.

B. Insurance

1. As a condominium property, a master policy for insurance coverage is purchased by the Association in accordance with the Declaration, Article XV.
2. Each Owner/resident must obtain insurance at their own expense affording coverage upon the unit interior, windows & exterior doors, personal property, and for their personal liability. We STRONGLY recommend having your personal insurance agent review the Declaration and By-Laws. If your insurance agent has questions about the Association's master policy, contact the Management Company. You may also want to obtain a quote for your personal insurance needs from the Association's agent. For the name of the Association's agent, contact the Management Company.
3. Loss claims against the master policy must be filed by the Management Company, on approval by the Board of Directors.
4. Deductibles for damage covered by Association master policy claims are borne by the Owner(s) of the damaged unit(s) in the manner described in the Declaration, Article XV. You should ask your unit insurance agent if coverage of Association master policy deductibles charged to Owners are covered in your unit insurance.

Unit Owner's Financial Guidelines and Responsibilities

C. Utilities

1. Payment

Each Rockport Colony condominium resident is responsible for payment of their individually metered utilities. Utility service providers (who may change in the future) are shown in the Service Providers List, [Appendix E](#).

2. Utility Service Line Responsibility

- a) Electric – Association is responsible for lines to the meters; lines from the meter to the unit are the unit owner's responsibility
- b) Gas – Association is responsible for lines to the meters; lines from the meter to the unit are the unit owner's responsibility
- c) Water – Association is responsible for lines to the unit; all lines and equipment within the unit are the unit owner's responsibility
- d) Cable – Cable Company is responsible for lines to distribution box on outside of building, from box to unit locations are the unit owner's responsibility
- e) Telephone(wired) – Phone Company is responsible for lines to distribution box on outside of building; from box to unit locations are the unit owner's responsibility

3. Cable Service

- a) Cable is available to Rockport Colony residents; see Service Provider List, [Appendix E](#).
- b) Cable service is a private agreement between the Owner and/or resident and the cable company at the resident's expense.
- c) Arrangements for the installation and/or disconnection of service is the Owner and/or resident responsibility.
- d) When cable service is connected, Owners must make sure the cable company follows these guidelines:
 - (i) Wiring for cable service is not placed on the exterior of the building.
 - (ii) A small hole can be drilled through the wall on the ground floor to access co-axial cable into the unit.
 - (iii) Additional drops/outlets must be fished INSIDE the walls. It absolutely cannot be run up the wall on the outside of the unit or be hidden behind siding or downspouts.
 - (iv) Wiring is properly buried in the ground and will not be an obstruction for the landscape service contractor.
 - (v) Any excavation to bury wires must be covered with topsoil and re-seeded by the cable company or landscape contractor, at Owner's expense.
 - (vi) Winter installations, when the ground is frozen, must be completed in early Spring, before the grass cutting begins.
- e) When cable service is disconnected, the Owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hookups.

Unit Owner's Financial Guidelines and Responsibilities

CAUTION: The Condominium Property is laced with underground utilities of various types: Electrical, communication, (cable, telephone), natural gas, water, PVC storm pipes, etc. Some of these lines are at very shallow depths (6-8"). Prior to any significant digging on the property (e.g.; fence posts, plantings, added phone lines), a resident or contractor should ascertain the possible presence of underground utilities and contact the OHIO Utilities Protection Service (OUPS) or the electric power company (see Service Provider List in [Appendix E](#)) to verify need for line identification.

D. Property Taxes

1. Each unit is treated as a separate parcel for all purposes of taxation and assessment of real property and each unit Owner is responsible for the payment of their unit taxes and assessments. The property taxes paid by unit owners covers our shared ownership of the common elements.

E. Sale of a Unit

1. All Owners must notify the Management Company, in writing, of any changes in occupancy within thirty (30) days of such change.
2. One professionally printed "FOR SALE" sign may be placed inside the window of a condominium unit. Homemade signs are prohibited. Exterior "FOR SALE" signs either in the unit area or elsewhere on condominium property are prohibited.
3. "OPEN HOUSE FOR SALE" signs are permitted from noon to 6:00P.M. on Saturdays and Sundays only. Signs placed before or after this period are subject to removal by the Association. Owners must instruct realtors to adhere to this policy.
4. Sale of your condominium unit:
 - a) After your unit is sold, you or your Realtor must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
 - b) The Management Company will coordinate this paperwork with banks, realtors, appraisers and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
 - c) The seller is responsible for providing the following information to the buyer:
 - (i) Copy of the Declaration and By-Laws
 - (ii) Copy of the Handbook of Rules and Information
 - (iii) Written notice or documents of any and all architectural changes and improvements constructed by the seller or previous sellers which are the responsibility of the Owner to repair and maintain.

F. Leasing a Unit

1. No unit shall be leased by an Owner to others for business, speculation, investment, or any other purpose. House sitting lasting longer than 30 days is treated the same as a tenant under Ohio law and by the Association, whether or not any money changes hands. The purpose of this restriction is to create a community of resident Owners.

Unit Owner's Financial Guidelines and Responsibilities

This restriction does not apply to Units which are occupied by the parent(s) or child(ren) of the Owner.

2. To meet a special situation and to avoid an undue hardship or practical difficulty, the Board may grant permission to an Owner to lease their Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.
3. All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, By-Laws, and Rules. The Board is appointed as Agent with full Power of Attorney to dispossess the lessee or otherwise act for the Owner in case of default under the lease or for violation of the Declaration, By-Laws, or the Rules. Any land contract for the sale of a unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of Ownership of his Unit and shall be jointly and severally liable with the Lessee to the Association for the conduct of the Lessee and/or any damages to the property. Copies of all exempted leases shall be delivered to the Management Company prior to the beginning of the lease term.
4. The Owner must provide the Management Company with the following information before the tenant takes up residence:
 - a) Copy of lease
 - b) Full name of tenant
 - c) Names of all occupants of unit
 - d) Telephone number of tenants
5. The Owner is responsible for making the tenant aware of the Rules of Rockport Colony Condominium.
6. The Owner is responsible for tenant violations of the Declaration, By-Laws, or Rules. The Owner shall be responsible for rule violation assessments and all other damages and any recourse the Owner may wish to take against a tenant who is in violation.
7. The lease document must contain a clause making it subject to the covenants and restrictions in the Rockport Colony Condominium Declaration, By-Laws and Rules.

Architectural & Landscape Modifications

VIII. Architectural & Landscape Modifications

A. General Architectural Guidelines

In order to create exterior uniformity, preserve building integrity, and establish common guidelines and standards for improvement projects within Rockport Colony, the following rules have been enacted and apply to ALL requests for exterior modification.

1. All exterior modifications must obtain PRIOR WRITTEN Board approval. The standard Architectural & Landscape Request form is located in [Appendix A](#). Written requests with supporting details and diagrams for any type of modification, installation, or additions to the Limited Common Element of each unit must first be submitted to the Management Company, which will send it to the Board for review. Written approval must be obtained from the board PRIOR to the initiation of any exterior project. Standard approval request forms can be obtained from the Management Company. Approvals may be valid for a maximum period of one year from Board approval.
2. In addition to removal of an unapproved modification, installation or addition, failure to receive PRIOR WRITTEN Board approval may also result in a rule violation assessment to the Owner, whether or not the request receives Board approval.
3. Modifications, installations, or additions that do not match the submitted request, the specifications detailed in this Handbook, and in the Board Approval letter, must be modified to meet those specifications and requirements or be removed.
4. It is the responsibility of the seller to disclose to a new Owner any and all architectural changes or improvements which are the responsibility of the Owner to repair or maintain. If necessary, please contact the Management Company to review the architectural correspondence file.
5. Following written approval from the Board, it will be the Owner's responsibility to secure necessary building permits and to obtain approval from the City of Stow and to ensure conformity to any applicable jurisdictional codes. A copy of all building permits must be submitted to the Board PRIOR to the initiation of construction.
6. Once material for the exterior modification is placed on the condominium property, the work must begin and continue through completion within a time frame established by the Board and in a manner that will not detract from the property appearance or inconvenience neighbors and/or Association service contractors.
7. In the event damage occurs as a result of any modification, addition or change to the exterior of the building, or to any Common Element of the condominium property, repairs must be made immediately at the Owner's expense and to the satisfaction of the Board.
8. It is the responsibility of the owner to ensure that contractors performing modifications have

Architectural & Landscape Modifications

workers compensation and liability insurance.

9. If the landscape service contractor deems it necessary to charge more as a result of the modification made by an Owner, this charge will be assessed back to the Owner. Example: interference with mowing operation.

B. Architectural Approval Procedure

Review of architectural change requests submitted by an Owner will be handled in accordance with the following schedule:

1. The Management Company will copy and distribute all written requests from the Owner to the Board of Directors within ten working days of receipt.
2. The Board of Directors will notify the Management Company of its decision and the Management Company will notify the Owner, in writing, of approval or denial within forty-five (45) days after receiving the written request.
3. If an applicant does not receive written notice from the Management Company approving or denying the architectural change request within forty-five (45) days of the original request, a second notice in writing must be submitted to management for forwarding to the board. Failure on the part of the Board of Directors to respond within ten (10) days to the second request will be considered to be a denial.

Enforcement Procedure**IX. Enforcement Procedure****A. Complaints**

1. Complaints against anyone violating the rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint.
2. The Management Company will, in most instances, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful the Owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

B. Responsibility for Guests/Tenants

1. The Owner shall be responsible for any violation of the Declaration, By-Laws or Rules by the Owner, guests, or the occupants, including tenants, of their Unit.

C. Violations of Governing Documents

1. If any Owner fails to perform any act that he/she is requested to perform by the Declaration, the By-Laws or the Rules, the Association may, but shall not be obligated to undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees of such performing or cure, incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Owner and shall be due and payable when the payment of the next assessment following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses. (See DECLARATION, amended, Article XVIII-D, "Cost of Enforcement), page 30.

D. Rules Enforcement

1. A rule violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
2. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees shall be added to the account of the responsible Owner.
3. In addition to any other action and in accordance with the procedure outlined in Item 5 below, a penalty assessment of up to, but not exceeding, \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board on any Owner found in violation of a rule.
4. All costs for extra cleaning and/or repairs stemming from the violation of a rule will also be added to the responsible Owner's account.

Enforcement Procedure

- A. Prior to imposing a charge for damages or an enforcement assessment, the following procedure will be used:
- a) Written notice to stop the alleged violation or repair property damage will be served upon the alleged responsible Owner specifying:
 - (i) The nature of the alleged violation or property damage;
 - (ii) The action required to abate the alleged violation or repair the property damage;
 - (iii) A time period during which the violation be abated or damage repaired without the imposition of an assessment, if the alleged violation is a continuing one; or a statement that any further alleged violation of the same rule may result in the imposition of an assessment.
 - b) If the owner fails to abate the alleged violation or repair the property damage within the stated time period, a second written notice will be served upon the alleged responsible owner that includes:
 - (i) A description of the property damage or violation;
 - (ii) The amount of the proposed charge or assessment;
 - (iii) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment;
 - (iv) A statement setting forth the procedures to request a hearing;
 - (v) A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
 - c) Hearing Requirements:
 - (i) To request a hearing, the Owner must deliver a written notice to the Board not later than the tenth day after receiving the notice required above. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment.
 - (ii) If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Owner with a written notice that includes the date, time, and location of the hearing.
 - (iii) The Board will not levy a charge or assessment before holding a properly requested hearing.
 - d) Within 30 days following a hearing at which the Board imposes a charge or assessment, the Association will deliver a written notice of the charge or assessment to the Owner.
 - e) The Association will deliver any written notice required above to the Owner or any occupant of the Unit by personal delivery, by email, by certified mail, return receipt requested, or by regular mail.

E. Comments on Rule Enforcement

It may seem to some residents of Rockport Colony that violations and enforcement of these Association Rules are treated in an unduly forceful manner. However, the history of condominium associations

Enforcement Procedure

clearly shows that the lack of firm and fair enforcement of reasonable rules inevitably leads to an escalation of abuses by a small minority of residents who view them as an unreasonable intrusion into their personal freedom.

The following is an extract from an Ohio court case relating to this subject (document provided by the Association's law firm).

"EACH UNIT OWNER MUST GIVE UP A CERTAIN DEGREE OF FREEDOM"

*"It appears to us that inherent in the condominium concept is the principle that to promote the health, happiness, and peace of mind of the majority of the unit owners since they are living in such close proximity and using facilities in common, **each unit owner must give up a certain degree of freedom of choice which he might otherwise enjoy in separate, privately owned property.** Condominium unit owners comprise a little democratic subsociety of necessity more restrictive as it pertains to use of condominium property than might be existent outside the condominium organization. **If a rule is reasonable, the board can adopt it.**"*

Hidden Harbor Estates, Inc. v. Norman

Appendix A - Architectural & Landscape Request

ARCHITECTURAL/LANDSCAPE APPROVAL FORM

In order to create exterior uniformity, preserve the integrity, and follow common guidelines and standards for improvement projects within Rockport Colony, ALL EXTERIOR MODIFICATIONS must receive WRITTEN BOARD APPROVAL prior to initiation of project. In addition, wood decks and privacy fences need City of Stow Permits. Written approval is also needed from neighbors on both sides of your unit for decks, patios and fence installation.

A written request with supporting detailed drawing for any type of modification, installation, or additions to the Limited Common Elements must be submitted on this form only to the Management Company at least 7 days prior to the next Board Meeting. The Management Company will send it to the Board of Directors for review. The Board of Directors will notify the unit owner, in writing, of approval or denial within thirty (30) days after receiving the written request.

In order to make the approval process easier, we have put together this form to be filled out and sent to the Management Company. Since the Board of Directors meet on the last Thursday of every month, please try to plan your projects ahead of time. PLEASE CONSULT THE ROCKPORT COLONY HANDBOOK OF RULES & REGULATIONS PRIOR TO FILLING OUT THIS FORM. If you have any questions pertaining to the Rules & Regulations, please call the Management Company.

I WOULD LIKE APPROVAL FOR THE FOLLOWING PROJECT(S):

☐ Wood Deck ☐ Patio ☐ Privacy Fence ☐ Natural Gas Backup Generator
☐ Exterior Lighting ☐ Landscaping in Limited/Common area ☐ Storm Door
☐ Trees/Shrubs ☐ Hot Tub ☐ Door and/or Window Replacements
☐ Satellite Dish Notification of Installation ☐ Other _____

NAME: _____ **DATE** _____

ADDRESS: _____

DAYTIME PHONE NUMBER: _____

REQUEST: _____

ATTACH DETAILED DRAWING WITH DIMENSIONS AND OTHER REQUIRED INFORMATION, neighbor's permission and copy of city permit, if needed.

Appendix B - Notice to Install Satellite Dish

ROCKPORT COLONY CONDOMINIUM ASSOCIATION

Satellite Dish Installation Policy & Waiver Form

Installation of any satellite dish on, attached to, or extending into the Common Areas is prohibited. **Attachment to the exterior siding of a Unit, a privacy fence or any roof area is strictly prohibited.** Any Unit Owner contemplating the installation of a satellite dish elsewhere on the condominium property must comply with the following guidelines:

1. **The Unit Owner must notify the Board of the proposed installation, in writing, prior to any installation. The notification shall include a sketch showing the location of the proposed dish installation.**
2. No dish measuring greater than 1 meter in diameter shall be permitted.
3. The Unit Owner is responsible for any repairs to lawn areas, or planting beds, disturbed by the installation.
4. The dish must be located within the Unit Owners Limited Common Area.
5. **The dish must not be attached to any building or structure considered common property – including the siding, a privacy fence or roof of a building. A pole-mounted installation is suggested.**
6. The Board reserves the right to require additional landscaping to be installed if the Board deems it necessary due to the location of the dish installation. The landscaping will need to be installed by the Unit Owner installing the dish, and at the Unit Owner's expense.
7. **The dish should be located in the least visible location from the street allowed by the broadcast signal. Rears and sides of units are preferred.**
8. All wires and cables must be neatly bound and must not run along the outside of the building for any distance. **All cables must be buried underground in an orderly manner. The entry-point where the cables enter the perimeter wall must be sealed and waterproofed. Cables must be fished through the inside of the perimeter, or interior, walls, especially to the 2nd floor. All interior jack wiring must be done inside the unit.**
9. If the dish needs to be moved or displaced to facilitate repairs to the Common Area, the cost for removal and/or displacement and reinstall will be charged to the Unit Owner.
10. If the dish is not installed following these guidelines, the Association has the right to remove the dish at the Unit Owner's expense.

I have read the Rules regarding the correct installation of a Satellite Dish. I agree to submit a written request, including a small sketch with the exact placement of the dish, to sign and return this waiver form and to be bound by the covenants of these Association Rules & Regulations.

SIGNATURE

PRINT NAME

ADDRESS

DATE

Please mail (or email) a copy of this Waiver Form back to the Management Company with your written request & drawing. The Rockport Colony Condominium Association Board has given the Management Company authority to approve these requests, as long as the guidelines above are followed. You will not have to wait until the next Board Meeting, the Management Company will send a written authorization to install your Satellite Dish. Thank you for your cooperation.

Appendix C - Unit Owner/Occupant Contact Information

Rockport Colony Condos Owner/Occupant(s) Information

The Ohio State Condominium Laws, Statute 5311.09(A)(2), states that, "Within thirty days after a unit owner obtains a condominium ownership interest" that this information be provided to the Association, and 5311.09(A)(3) states that, "Within thirty days after a change in any information that division (A)(2) of this section requires, a unit owner shall notify the association, through the board of directors, in writing of the change. When the board of directors requests, a unit owner shall verify or update the information."

OWNER(S) NAME: _____

UNIT ADDRESS: _____

BILLING ADDRESS: _____

IF DIFFERENT THAN UNIT ADDRESS

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

The following information is required in order to more effectively protect your property and possessions and that of all of our owners. This information, although very important, is not required by state statute.

PET(S) 1) Dog: _____ Cat: _____ Type (Breed): _____ Color(s): _____

2) Dog: _____ Cat: _____ Type (Breed): _____ Color(s): _____

[] If none check here

VEHICLE(S) 1) Color, Make, & Model _____ License # _____

2) Color, Make, & Model _____ License # _____

3) Color, Make, & Model _____ License # _____

4) Color, Make, & Model _____ License # _____

[] If none check here

EMERGENCY CONTACT NAME: _____ PHONE: _____

Must be able to provide access to your unit for Emergency entry

Please note that this form is to be completed in its entirety to prevent the Association from re-requesting the information. Providing partial, or no, information within the required 30 days of receipt may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response.

Appendix D – Approved Exterior Colors

FENCES

Fence must be constructed of pressure-treated wood, composite wood, or vinyl.

Fences made of wood must use a semi-transparent stain and must be applied every three (3) years for maintenance and wood protection. (Solid stain is prohibited)

The approved colors for the semi-transparent stain, composite wood, and vinyl are:

Earthtones – Browns, reddish browns and Cedar-tones

DECKS

Decks must be constructed of pressure-treated wood or composite wood.

Decks made of wood must use a semi-transparent stain and must be applied every three (3) years for maintenance and wood protection. (Solid stain is prohibited)

The approved colors for the semi-transparent stain, composite wood, and vinyl are:

Earthtones – Browns, reddish browns and Cedar-tones

FRONT DOORS

RED If your front door is red then the correct color code is: **Red Barn SW 7591**

GREEN If your front door is green then the correct color code is: **Hunt Club SW 6468**

DK BLUE If your front door is blue then the correct color code is: **Smoky Blue SW 7604**

These are 'Exterior Gloss' paints and are available at any Sherwin Williams store.

Hudson Store – 5860 Darrow Road, Hudson
(330) 528-0124

Stow-Kent Store – 4333 Kent Rd, Stow
(330) 688-3088

NOTE *** *The Board is aware that these paint colors may be slightly different than the color that is on your front door now, however these will be the 'APPROVED COLORS' going forward – thank you.*

TRIM PAINT & SIDELIGHT PAINT COLOR

Front Porch Trim– Handrails – Trim must use WHITE paint. Also, the front door sidelights must use WHITE paint. The correct color for the white paint is **Sherwin-Williams Exterior Latex Superpaint Satin—White**.

For other colors on the porches, stair steps, etc. you will need to take a paint chip sample to Sherwin Williams and they can match it up for you on the computer. Reminder you must repaint colors 'like-for-like' you are not permitted to change the exterior color(s).

The Board will also allow Unit Owners to upgrade their wood handrails, wood trim...etc., on the front porch to a white vinyl wrap after PRIOR WRITTEN approval by the Board.

Appendix E – Important Contact Information

MANAGEMENT COMPANY: Continental Management
757 Graham Road, Suite #3
Cuyahoga Falls, OH 44221

TELEPHONE NUMBER: (216) 664-1919
Toll Free (800) 525-3404

FAX NUMBER: (216) 664-1980

EMAIL: JArcher@continentalmgmt.com

OFFICE HOURS: Monday thru Friday: 9:00 AM to Noon, 1:00 PM to 5:00 PM

EMERGENCY NUMBER: (216) 664-1919 (follow the prompts)

This number is for true, after-hours emergencies ONLY, however in an emergency you should immediately call 911.

Emergency shall be defined as a situation affecting the safety of a Resident or threatening damage to Common Elements AFTER HOURS.

EMERGENCY INFORMATION	All emergency services	911
	Stow Police Dept. (Non-emergency)	(330) 689-5700
	Stow Fire Dept. (Non-emergency)	(330) 689-5700

UTILITIES & SERVICE INFORMATION

Spectrum Cable	(800) 892-4357
Enbridge Ohio Gas	(800) 362-7557
Ohio Edison	(800) 633-4766
Water (City of Stow)	(330) 689-2889
Sewer (Summit County D.O.S.S.S)	(330) 926-2400
Rubbish (Republic Waste)	Call Continental (216) 664-1919
Post Office	(330) 688-9288
City Hall	(330) 689-2700

Appendix F – Responsibility Chart

This “Chart” is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is listed in this “Chart” and the recorded documents, the Declaration and/or Bylaws will govern.

Responsibility Key:

A = Association

O = Owner

DESCRIPTION	MAINTENANCE, REPAIR	INSURANCE
Light Fixtures:		
Interior Garage Light Fixtures	O	O
Common Element Light Fixtures	A	A
Exterior Garage, Porch, Patio and Deck Light Fixtures	A	A
Interior Light Fixtures	O	O
Light Bulbs for Fixtures on Unit’s Circuit (interior or exterior)	O	O
Electrical:		
Transformer to Meter Box Wiring	A	A
Meter Box to Unit Circuit Box Wiring	O	O
Unit Circuit Box	O	O
Unit Circuit Box Wiring to Outlets, Etc.	O	O
Interior Plugs, Switches, Fixtures, Etc.	O	O
Exterior Plugs on Unit’s circuits	O	O
Circuit Breakers	O	O
Doorbell Wiring	O	O
Exterior Doorbell Button	O	O
Alarm Systems	O	O
Unit Serving Telephone Wiring and Jacks	O	O
Garage Doors:		
Springs, Wheels, Tracks & Weather-stripping	O	O
Electrical Openers	O	O
Physical Door	O	O
Exterior Casings & Flashing	O	O
Exterior Coating of Door	O	O
Thresholds, Jambs	O	O
	O	O
Entrance Doors:		
Physical Door	O	O
Handles, Knobs, Locks, Glass, Weather Stripping	O	O
Exterior Coating of Doors	O	O
Storm/Screen Door	O	O
Thresholds, Jambs	O	O
Exterior Casings & Flashing	O	O

DESCRIPTION	MAINTENANCE, REPAIR	INSURANCE
Windows & Sliding Doors:		
Glass- Breakage, Leaks, Mullions, Other	O	O
Mechanism– Locks, Operators, Balances, Etc.	O	O
Exterior Casing & Frames & Flashing	O	O
Window and Door Trim	O	O
Interior Casing & Frame	O	O
Weather-stripping & Screens	O	O
Handles, Knobs, Locks	O	O
Kitchen & Laundry Items:		
Appliances Including Switch, Wiring & Plumbing	O	O
Cabinets	O	O
Plumbing Including Faucets	O	O
Hood and vent Fan	O	O
Vent Ductwork	O	O
Exterior vent caps	A	A
Roadways and Drives:		
Pavement of Roads and Curbs	A	A
Pavement of Driveways	O	A
Walls, Ceilings & Floors:		
Interior Surfaces and Interior Walls	O	O
Structural Support and Exterior Wall Framing	A	A
Exterior Wall & Attic Insulation	O	O
Ceiling Structure	O	A
Ceiling Covering	O	O
Floor Structure	O	A
Floor Coverings	O	O
Furnace & Air Conditioning & Chimney(s):		
Furnace, A/C, Humidifier, Filters, Air Cleaners	O	O
Heat and Return Ducts, Registers	O	O
Air Conditioning Coil Outside Unit	O	A
Fireplace(s)	O	O
Interior Flue(s)	O	O
Chimney Cap	A	A
Chimney Flue Caps	A	A
Chimney Flue Screens	A	A

DESCRIPTION	MAINTENANCE, REPAIR	INSURANCE
Plumbing & Gas Lines:		
Sanitary Sewer Branch serving one Unit to the Main Sanitary Sewer	O	A
Interior Sanitary Drains and Vents	O	O
Main Supply Water Line to Unit	A	A
Exterior Water Supply Line Shut Off Valve	A	A
Unit Water Shut Off Valve	O	O
Other Water Lines in Walls and Ceilings serving only that Unit	O	O
Exterior Water Spigots	O	O
Interior Unit Faucets, Valves, Toilets, Other Fixtures	O	O
Main Gas Supply to Unit Meter	A	A
In Line Shut Off Valve for Furnaces, Etc.	O	O
Other Unit Gas Lines (Dryer, H/W, Stove) Etc.)	O	O
Patios/Decks:		
Decks and fences	O	A
Concrete Patios or Patio Pavers	O	A
Other improvements to Limited Common Elements	O	A
Roofs and Gutters:		
Shingles and Flashings	A	A
Gutters and Downspouts	A	A
Gutter Drains	A	A
Miscellaneous:		
Roof Vents	A	A
Sump Pump(s) & Discharge Pipes serving 1 Unit	O	O
Shutters	A	A
Attic Insulation	O	O
Garage Floor & Driveway (concrete)	O	A
Front porch or portico, steps, posts, railings, ceiling	O	A
Stoops and walkways	O	A