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# WELCOME

Welcome to Waterford Crossing Condominiums Homeowners' Association, Inc. The Association hopes you enjoy your Unit. Our objective is to reasonably maintain Waterford Crossing as an appealing place to live. This Handbook has been established by your Board of Directors to maintain continuity throughout our Association. The Board is authorized to adopt and enforce these policies and regulations pursuant to Bylaws Article IV, Section 12.

Included are common sense policies that take into consideration the reasonable health, safety, and comfort of all Occupants at Waterford Crossing. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this Handbook accessible and that you refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact a Board member.

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

Additional information is also contained in the Declaration and Bylaws as recorded in the Summit County Records.

Before moving into Waterford Crossing, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder.

Thank You,

The Board of Directors  
Waterford Crossing Condominiums Homeowners' Association, Inc.

# INTRODUCTION

The Waterford Crossing Condominiums Homeowners' Association is currently comprised of 47 Units. It is located north of Eastwood Avenue, off of Colony Park, in the city limits of Tallmadge, Ohio.

As a private condominium association, we are governed by the recorded Declaration and Bylaws. The Unit Owners elect a Board of Directors from the Association. The Board of Directors manage the Association's affairs on behalf of all Unit Owners.

The Board of Directors hold an annual meeting of Unit Owners for the election of Board members and general business. This is held in the first quarter of each year. Prior notice will be provided to each Unit Owner as required by the Declaration and Bylaws.

There are currently five board positions: President, Vice President (2), Secretary and Treasurer. The Board may contract with a management company to perform many of the day-to-day duties. At this time, no management company is contracted. The Board members are volunteers who are not paid.

Committees assist the Board and make our community more enjoyable. We have the following committees: Landscaping and Beautification, Budget and Finance, Communications, and Events Planning.

Maintenance of the common elements is the responsibility of the Association. Your Association maintenance fees are used to reasonably maintain and manage the roads, ponds, mail gazebo, fountains and common land.

Keep in mind the services you request are paid for directly through your monthly fees, not by anyone else. We each need to treat requests as if we were paying for the services ourselves because we are. This mentality will help keep fees as low as possible.

At the time of this Handbook publication, several Occupants possess previously published rules and regulations. These no longer apply and are hereby replaced by the contents of this publication. Changes and amendments may be considered and published by the Board of Directors.

Should you have a concern or wish clarification, we welcome the opportunity to discuss specifics related to your expectations.

Thank you,

The Board of Directors for  
Waterford Crossing Condominiums Homeowners' Association, Inc.

## **I. COMMON ELEMENT**

### **A. Definition**

Common Element is defined as everything jointly owned by all Unit Owners. Some examples include: visitor parking areas, yards, tree mounds, paths, streets, streetlights, sewers, gas, electric and water lines. The common elements are for the use, recreation and/or enjoyment of all Occupants. Therefore, anyone using the common elements is responsible for leaving them in the same condition as they were found.

### **B. Responsibility Overview**

Damages to the common elements caused by a Unit Owner, Occupants, or guests of a Unit Owner or Occupant shall be repaired or replaced at the expense of the Unit Owner.

Personal item(s) are prohibited to be left unattended in any common element. All such items may be removed and stored by the Association.

Each Unit Owner shall report to the Board of Directors, in writing on the correct form, any needed common element repairs, which are the responsibility of the Association to maintain. The form is located in the Appendix.

## **II. LIMITED COMMON ELEMENT**

### **A. Definition**

Limited Common Element (LCE) is defined as that which is designated for a specific Unit. These are private to serve only the Unit they are assigned to; therefore, the enjoyment, benefit, and/or use is limited to the Unit Owner and his/her designee. Examples include: patios, decks, driveways, front walks, flowerbeds, including those added after initial landscaping provided by the Developer.

### **B. Responsibility Overview**

Occupants are prohibited to change or modify without Board written approval, the original design concept, and permanent planted materials in the LCE. Requests(s) for any exterior (land or building) change in the LCE shall be submitted in writing to the Board of Directors. Said request shall include completing a Request Form, (See Appendix), and detailed drawing. Alteration or construction is prohibited to be initiated without prior written Board approval.

To submit a request for a common element or limited common modification, the Unit Owner must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for such modification.

### **III. GENERAL ASSOCIATION RESPONSIBILITY**

The Association is responsible for the reasonable maintenance, repair and replacement of the following:

- A. Unit foundation, roof, siding, window trim, door trim, gutters and downspouts
- B. Common Element landscaping, lawn areas of Limited Common Elements, and Developer-installed landscaping.
- C. Roads, driveways, front walks and parking areas.
- D. Reasonable snow removal for roads, parking areas, mailbox areas, driveways, and front walks
- E. Reasonable deicing of roads, parking areas, driveways, front walks, and mailbox areas
- F. Common Element utilities
- G. Association insurance

### **IV. GENERAL UNIT OWNER RESPONSIBILITY**

The Unit Owner is responsible for the reasonable maintenance and replacement of the following:

- A. All doors including garage and automatic garage door equipment
- B. Windows, window frames, window screens, and exterior light bulbs
- C. All heating and cooling systems serving only and located within the individual Unit as well as the pads, piping, electrical box and wiring associated with the heating and cooling systems outside
- D. All space bound by the undecorated interior surfaces of the perimeter walls, floors and ceiling of the individual Unit
- E. Damage to any part of the Condominium Property, including Common Elements, Limited Common Elements and Units, caused by the Unit Owner, Occupant or his/her guest
- F. Any future shrubbery or tree additions with prior written Board approval – See Request/Recommendation Form in Appendix
- G. The Unit Owner is responsible for the reasonable maintenance of the patios, porch stoops and decks. Replacement of the deck is the Unit Owners responsibility, while patios and porch stoops are the Association's responsibility.

## V. DETAIL UNIT OWNER RESTRICTIONS AND RESPONSIBILITY

### A. Association Fees

1. All Association fees/assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the tenth (10<sup>th</sup>) of the month.
2. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
  - a. Administrative late charge owed to the Association;
  - b. Collection costs, attorneys' fees incurred by the Association;
  - c. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.

Any costs, including attorneys' 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 Unit Owner.

5. If any Unit Owner (either by his or her conduct or by the conduct of any Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Handbook, the Association may, but shall not be obligated to, undertake such performance or incurs such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge 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.
6. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the voting privileges of the Unit Owner.

### B. Complaint Procedure

Complaints against anyone violating the Handbook policies are to be made to a Board member in writing and must contain the signature of the Unit Owner filing the complaint. The identity of the Unit Owner filing the complaint will not be revealed unless a hearing is held.

However, the written complaint is a necessary record if action is to be taken. Use the complaint form found in the Appendix of this Handbook.

The Board of Directors will, in most instances, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to correct the violation.

If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanctions in accordance with the assessment provisions contained in the Enforcement Procedure section.

C. Unit Owner Insurance

All Unit Owners are responsible for insuring the contents of your Unit and any existing or future home improvements made after the original construction. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact a Board member for the name and telephone number of the Association's Insurance Agent.

D. Driveway and Garage Parking

Your garage is your primary parking space. Garages are prohibited to be used for storage. If your vehicles are left in the driveway during the snow removal season, the driveway may not be plowed.

E. Flags, Flagpole and Flag Holder

1. One USA standard-sized flag or any decorative flag (not to exceed 3ft. x 5ft.) is permitted to be displayed on the Unit's garage door trim with stainless steel screws. The attached flagpole must be aluminum, wood, or plastic.
2. The flag must be made of nylon, polyester, or cotton.
3. The installation of a free-standing flagpole in the ground is prohibited.
4. The installation of a flag in the common elements is prohibited.
5. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.

F. Flowers, Shrubs, and Annuals

Flowers may be planted in the front and rear flowerbeds of each Unit. The Unit Owner is responsible for the maintenance of these flowers. Any change or modification to perennials (Plants/Trees) will require prior written approval by the Board of Directors. If someone wants to establish a new bed or remove an existing bed in their Limited Common Element the "Landscaping Change Request" (see Appendix for the form), must be filled out and submitted to the Board of Directors for review.

G. Grilling

Caution should be exercised when using any barbeque grill, hibachi, or any other device or appliance capable of providing an open flame for the purpose of cooking on any rear patio or deck. If possible, grilling is to be done in the rear of the Owner's Unit. When rear Unit grilling is not possible, grilling in the driveway is permitted providing the grill is immediately to be returned to the garage after it is cooled. Unit Owners are prohibited to leave a grilling device out in the Unit front overnight.

H. Ground Covering

Mulch is provided by the Association every other year. Unit Owners who wish to supplement the mulch provided must use the same type and color approved by the Board. Use of natural fieldstone or river rock or manmade materials such as rock, plastic edging, or marble chips as edging around front mulch/flowerbeds is prohibited.

I. Holiday Decorations

Outdoor inflatable decorations are prohibited. Outdoor holiday decorations may not be put up before November 15<sup>th</sup>, but not lit before Thanksgiving Day. All decorations must be taken down by January 15<sup>th</sup>. Decorations for any other holiday can be put up two weeks prior to the holiday and must be removed within 5 days after the holiday. Nails or any type of fastener are prohibited to be placed on the pillars, siding, window frames, spouting, roofs, peaks hayloft or the front porch beam.

J. Interacting with Contractors

Occupants shall not give work instructions to any Association maintenance or service contractor (landscaper, snow plow driver, etc.). This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing his work in accordance with our contractual agreement. With the exception of inside/outside window washing, all Unit Owner requests for an Association contractor to perform any special service or work in the Unit must meet adequate insurance coverage requirements.

K. Littering

Littering is prohibited, including cigarette butts.

L. Motor Vehicle Restrictions

1. The following vehicles are prohibited to be parked in the Common and Limited Common Elements:
  - a. Buses
  - b. Boats or boat trailers
  - c. Campers or camper trucks
  - d. Trucks larger than pickups
  - e. Mobile or motorized homes
  - f. Moving vans and U-Hauls except when in use for moving in or moving out
  - g. Snow mobiles, ski mobiles or jet skies
2. Occupant's vehicles that are licensed, painted or signed for commercial purposes must be parked in your garage.
3. Unit Owners are prohibited to park any vehicle in the common element parking for a period exceeding 24 hours, without prior written approval from the Board.
4. The repair or maintenance of any motor vehicle in the Common Elements is prohibited.
5. All vehicles on the Condominium property must be currently licensed and operable.
6. Any vehicle in violation of these rules may, in addition to all other remedies, be towed and stored at the owner's expense.

M. Outside Lighting

Unit Owners are responsible for replacement of outside light bulbs including all landscaping lights and bulbs. The addition of any other type of lighting in the front of the Unit is prohibited. Unit Owners planning on installing new or upgrading their landscape lights in the Unit's Limited Common Element are required to have Board prior written approval (form in appendix). The form must include detailed plans and drawing, showing placement of landscaping lights. This includes solar powered lights.

N. Outside Structures and Fences

Clothes lines, pet lines, freestanding structures such as animal houses/pens, sheds, or hot tubs, or invisible pet (electric or above ground) fences are prohibited.

O. Parking Restrictions

1. Parking on the grass is prohibited. This includes the emergency access road which must also never be blocked with curb parking.

2. The purpose of visitor parking is to provide spaces for your visitors. Unit Owners and their guests are limited to no more than 24 hours for vehicle parking. Moving a vehicle to a different visitor parking area every 24 hours is prohibited. The visitor parking area is prohibited to be used as an extension of your driveway.

P. Patio Enclosures/Screened-in Porches

Each Unit Owner shall keep his/her Unit, and any porch, deck or patio to which he/she has sole access in a good state of repair and cleanliness.

Q. Patios

Subject to the availability of Limited Common Element surrounding your Unit, both ground level and raised patios are allowed. Board written approval of the plans and material are required before starting construction. The material color (see Wood Deck for approved colors) is also subject to Board written approval. See Architectural Change Request form in the appendix.

R. Pets and Animals

1. Dogs, cats and other commonly recognized household pets are permitted to be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose.
2. The Unit Owner must carry liability insurance for any pet(s) that go outside the Unit.
3. Pets must be on a hand-held leash and accompanied by the Unit Owner at all times while in the Common and Limited Common Elements. Tying or chaining any pet to the Common or Limited Common Elements is prohibited.
4. Pet owners are responsible for the immediate and complete clean up of any pet waste.
5. Excessive barking or other animal noises, whether indoors or outdoors, that disturbs another Occupant is prohibited.
6. The Board has the right to terminate the Unit Owner's/Occupant's rights to maintain a pet if the pet is causing or creating a nuisance.

S. Policy Violations/Enforcement Procedure and Assessments

1. The Unit Owner shall be responsible for any violation of the of the Declaration, Bylaws or rules and regulations by the Unit Owner, guests, or the Occupants, including tenants, if any, or his/her Unit.
2. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the governing documents, as the Board, in its sole discretion

may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the Unit Owner.

3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or an enforcement assessment of up to but not exceeding \$25.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against the Unit Owner in violation.
5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) sent by regular mail or hand delivered will be served upon the alleged responsible Unit Owner specifying:
    - (1) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
    - (2) A description of the property damage or violation;
    - (3) The amount of the proposed charge and/or enforcement assessment; and
    - (4) A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  - b. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth (10<sup>th</sup>) day after receiving the notice required by Item 5a above.
    - (1) If a Unit Owner timely requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
    - (2) At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

- c. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

T. Potted Plants and Vegetables

Potted plants must be kept on the patios, porches and decks or in mulched flowerbeds and are prohibited in driveways or lawn areas. No more than a total of six (6) items are allowed, two (2) on the front walk and/or front porch stoop plus four (4) in the front mulched flowerbeds. Note that yard ornaments, decorations, statues and bird baths count toward the six (6) item total allowance. See Item DD – Yard Ornaments/Decorations/Statues/Bird Baths.

Vegetable plantings are permitted within existing mulch areas in the rear Unit's Limited Common Element only. Container gardening is permitted only on decks and patios.

U. Rubbish Removal

1. Rubbish, trash and other disposable items must be placed in plastic bags within the container supplied to each Unit by the Association.
2. Rubbish may be placed at the curb for pick-up the evening (after 5 p.m.) prior to collection and on the day trash is collected. The rubbish containers must be returned to the garage on pick-up day.
3. Large items of rubbish (old furniture, mattresses, water heaters, etc.) can be picked up by R&R Sanitation on the day of trash pickup only if the Unit Owner calls to notify R&R in advance at 330-628-9609. Each Unit Owner is permitted two large item pickups per year at no additional cost. (Tires and liquid items are excluded.)
4. Donation items scheduled for pickup should be placed in the area specific to the Organization's instruction.
5. Recycle bins are available at the expense of the Unit Owner. If interested, please call R&R Sanitation at 330-628-9609.
6. Rubbish and recycle containers must be stored in the garage. Any requests for exception must be submitted in writing to the Board of Directors for approval.

V. Sale or Lease of Unit

1. Sale of a Unit

All "For Sale" signs are covered in the "Signage" section. After a sales agreement has been executed and at least thirty (30) days prior to transfer, the Unit Owner, the Title Company or the real estate agent must call the Treasurer to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer. The name, address and telephone

number of the buyer must be provided to the Treasurer in addition to the mortgage holder, closing date and address of the mortgage holder. The Treasurer will coordinate this paper work with the banks, real estate agents, appraisers and escrow agents.

The Seller is responsible for providing the following information to the buyer:

- (a) Copy of the Declaration, Bylaws, and all Amendment Documents.
- (b) Copy of the WCCHA Handbook
- (c) Unit keys and mailbox keys
- (d) Divulging if any Unit construction upgrades have been made from the original constructed Unit which might require additional “additions and alterations” insurance.

## 2. Lease of a Unit

Units are prohibited to be rented or leased for a transient or hotel purposes, which shall be defined to include rentals for any period less than thirty (30) days or provide customary hotel services such as room service, maid service, laundry or bellboy service.

The Unit Owner must provide the Board of Directors with the following information thirty (30) days prior to tenant moving in:

- (a) Copy of lease
- (b) Full name(s) of the tenant(s)
- (c) Names of all Occupants of the Unit
- (d) Current telephone number of the tenant(s)
- (e) Current address and telephone number of the Unit Owner
- (f) Vehicle type(s) and license number(s) of the tenant(s)

The Unit Owner is responsible for making the tenant(s) aware of the rules.

The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Handbook. The Unit Owner shall be responsible for policy violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.

The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Handbook. Accordingly, Unit Owners are reminded that the Declaration contains an occupancy restriction that prevents sexual predators from residing in or occupying a Unit for any length of time. A background check is advisable prior to leasing any Unit.

W. Satellite Dish Policies & Regulations

Installation of any satellite dish/antenna in the Common Elements is prohibited. A Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing and the completed Satellite Dish Form (see Appendix) to the Board of Directors indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the Board of Directors.

X. Signage

Signs (other than security system signs) and one outside "Open House" sign are prohibited outside the Unit unless approved in writing by the Board of Directors. A professional real estate sign may be displayed continuously inside a Unit window only.

Y. Solicitors

Soliciting is prohibited. If someone comes to your door to solicit, first inform the solicitor(s) that this is a closed community and indicate that it is posted at the front entrance. You can then ask them to leave this private community. If they refuse to leave you should call the Tallmadge Police.

Z. Storage of Hazardous Items

The storage of flammable or hazardous items in the living area of any Unit is prohibited. This includes, but is not limited to propane tanks and stored gasoline. Flammables may be stored inside of garages provided they are in approved containers. Quantities shall be limited to no more than one five gallon container of flammable liquid and one 20-lb. tank of propane gas. Oil, fluid leaks, or spills on streets, parking areas or driveways must be cleaned up immediately by the Unit Owner. Pouring or spilling of any oil, solvent, or other volatile or flammable material into drainage system, ponds, or water ways is prohibited.

AA. Storm Doors

Storm doors in the front entry are required to be Full View clear glass. Screen inserts for the storm doors in the summer months are permitted. Requests for exceptions or concerns should be submitted to the Board of Directors in writing.

BB. Unit Attachments

Attaching anything to a Unit's roof, spouting, chimney, siding or foundation is prohibited. Nails or any type of fastener is prohibited to be placed on the pillars, foundation, siding, chimney or the front porch beam.

CC. Wood Deck Maintenance

Treating all wood decks, railings, and steps is the responsibility of the Unit Owner. The entire deck and railings must be the same color. The stain approved by the Association is Sherman Williams Deckscapes surface treatment – semi transparent. The approved color is Merriman Sand Castle, Chart #6403-59261. Treating is typically required at least every three years. If after inspection and notification by the Board that deck requires treatment the Unit Owner does not treat the wood surfaces, the Association will treat the deck and assess the Unit Owner the cost plus an administrative fee. Composite wood may be used with advance written Board approval only. Composite wood may also require maintenance treatment in the future as weathering continues to impact the material.

DD. Wood Deck, Hand Rails and Deck Rail Alterations

Any requests to add wood deck or hand rails or changes to existing deck must be submitted in advance to the Board of Directors. A drawing with all dimensions and specifications must also be submitted. All deck/patios/steps must conform to Tallmadge City code. All decks and patios are to be kept clean and neat.

EE. Yard Ornaments/Decorations/Statues/Bird Baths

Hanging items from the front porch beam are prohibited. Unit Owners are limited to one statue or birdbath per area. The height of statues and birdbaths are limited to 30 inches in height above the ground. Wind chimes may only be hung outside if you have the consent of your neighbors who are close enough to hear them. Every item above is counted as an ornament. Ornaments, decorations, statues, or flowers that are plastic are prohibited. No more than a total of six (6) items are allowed, two (2) on the front walk and on the front porch stoop plus four (4) in the front mulched flowerbeds. Note that potted plants count toward the six (6) item allowance – See Item T – Potted Plants and Vegetables.

## **VI. APPENDIX**

# COMPLAINT FORM

Submit this form to a Board Member for review and consideration

Nature of Complaint (pet, noise, unfair practice, etc.):

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Location: \_\_\_\_\_ Date(s): \_\_\_\_\_

Time(s): \_\_\_\_\_ Name of Offender: \_\_\_\_\_

Address of Offender: \_\_\_\_\_

Details (be specific)

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Was any attempt made to resolve the problem? \_\_\_\_\_

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If so, what attempt was made? \_\_\_\_\_

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What was the result? \_\_\_\_\_

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Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Your Address: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Disposition: \_\_\_\_\_ Date: \_\_\_\_\_



# REQUEST TO INSPECT RECORDS FORM

## (Page 1 of 2)

### Instructions:

This request form must be completed by any Unit Owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. The completed form must be submitted to a Board member. Inspections may be made during the normal business hours of the principle office of the Condominium Property. The appointment should take place after the appropriate records are made available. This would be within seven (7) business days after the request is received. However, under certain circumstances, a request may be processed within twenty-four (24) hours.

During an inspection, the Unit Owner may designate for copying such records by use of a removable tab, slip or post-it note on the page(s) desired. The copies will be made available within three (3) business days of the date they are designated. Original records may not be removed from the inspection location.

The Association requires that the Unit Owner provide the reason for each record requested and the intended purpose of the request in order to protect Association and personal confidences where necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Upon written request, Unit Owners shall be provided meeting minutes at no charge. For records other than meeting minutes, the Unit Owner shall pay for copies and for the clerical time involved with retrieval, copying and re-filing the documents. The Unit Owner will be informed of the approximate charges in advance. The actual cost of all mailing charges will also be the Unit Owner's responsibility. All inspection, copying and mailing charges will be assessed to the Unit Owner's account.

This form must be completed in full, signed and dated in order to process the request.

UNIT OWNER'S NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

PHONE NUMBER(S): \_\_\_\_\_

If the request is made through a Unit Owner's agent or attorney, please attach a copy of the Unit Owner's signed authorization of the agent or attorney's appointment.

# REQUEST TO INSPECT RECORDS FORM

## (Page 2 of 2)

Please list and number the Association records you wish to inspect (please be as specific as possible). If additional room is needed, please attach a sheet hereto:

	<u>Record Requested</u>	<u>Reason and Purpose of Request</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Preferred inspection dates and times:

\_\_\_\_\_  
\_\_\_\_\_

Do you anticipate making copies of any records to be inspected?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If you prefer receipt of copies of the records listed above to an actual inspection, please check here: \_\_\_\_\_

Requests for mailed copies of records will be filled within two (2) weeks of receipt. Charges to provide records will be assessed to your account as explained in the instructions.

I hereby agree not to use or distribute any information or documents obtained from the inspection or copying of any association records for any reason or purpose other than is stated herein. I agree to indemnify, defend and hold Waterford Crossing Condominiums Homeowners' Association Inc., its Board of Directors and officers, and its property manager and managing agent, and their successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner's Signature

# SATELLITE DISH / ANTENNA AND WAIVER AGREEMENT FORM

## (Page 1)

Submit this form to a Board member for review and consideration

Print Unit Owner(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Dish:  Direct broadcast satellite. Diameter in inches

Television broadcast

Multipoint distribution service. Diameter in inches

Company Performing Installation:

\_\_\_\_\_

Identify Installation Location:

Rear Patio  Rear Deck

(Drawing indicating location **must** be attached to this form when submitted.)

Other (Describe in detail):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Installation: \_\_\_\_\_

Please indicate the method of Installation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of screening to be used to shield dish from view:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and acceptable building codes)?

YES  NO

If no, please provide three days and times for which you are available to meet with us to discuss dish installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

\_\_\_\_\_

**SATELLITE DISH / ANTENNA AND WAIVER AGREEMENT FORM  
(Page 2)**

Is a mast necessary for reception?    YES \_\_\_\_    NO \_\_\_\_

If yes, will the mast extend above the lowest roofline OR extend to a height greater than the distance from the installation to any neighboring Unit?    YES \_\_\_\_    NO \_\_\_\_

If yes, then you must meet with and obtain Board approval before installation work begins.

**WAIVER and RELEASE**

I shall comply with all of the Association's rules for installing, maintaining, using, and removing dish(es) and any structures, fixtures or screening materials associated with the dish(es). I assume liability for any damage to Association and other owners' property that occurs due to dish installation, maintenance, use or removal. I shall indemnify, defend, and hold the Association, its Board members, managing agent, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures or screening materials associated with the dish(es), that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish(es). Such costs include, but are not limited to, any and all expenses incurred for moving the dish(es) on a temporary basis to enable the Association to maintain all condominium property for which it is responsible.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_