

**BLAIR PLACE
CONDOMINIUM ASSOCIATION, INC.**

Aurora, Ohio

**HANDBOOK OF
PROPERTY INFORMATION
&
RULES AND REGULATIONS**

Date Enacted: April 2003
Date Revised: May 2011

WELCOME!

Welcome to Blair Place Condominium Association. We are pleased that you selected Blair Place as your home.

This booklet was developed to serve as an easy-to-understand reference guide for existing owners and to provide information to help new owners become familiar with our Association.

In order for a condominium association to operate smoothly, it is important for owners to understand the basic concept of how the Association functions. This booklet contains a description of maintenance responsibilities, community information, rules and regulations and Association policies. We hope it becomes your property manual.

Unit owners should have received a copy of the Blair Place Condominium Association, Inc. Declaration of Condominium Ownership and Bylaws from the seller at the time of unit purchase. If you do not have these legal documents, a copy can be obtained from the County Recorder or Management Company for a nominal fee.

This explanatory booklet does not replace our legal documents, the Declaration and Bylaws. It is simply our intent to present information in an easy-to-read format. We believe knowledgeable and informed owners are the most important part of our Association. Therefore, if there is an inadvertent discrepancy between what is expressed in this booklet and the legal documents, the legal documents will govern.

The Board of Directors reserves the right to add, delete, or otherwise modify or amend these guidelines as it deems necessary for the health, safety and comfort of all residents.

The Board of Directors
Blair Place Condominium Association, Inc.

Revised: May 2011

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INTRODUCTION

Blair Place Condominium Association, Inc. (the “Association”), is comprised of 24 condominium units at the following address locations:

305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415 & 420

Occupancy is limited to one family per unit.

As a private Condominium Association we are governed by our own Declaration and Bylaws. We elect our own Board of Directors (the “Board”) from our unit owner membership and the Board manages the Association’s affairs on behalf of our twenty-four unit owners.

Our Association’s Declaration and Bylaws are filed with the Portage County Recorder in Volume 43, Pages 610-652.

The Board, on behalf of the Association, retains the services of a professional management company (the “Management Company”) to handle day-to-day operations of Blair Place Condominiums.

Blair Circle is a private roadway and is maintained by the Association.

Our annual Condo Association Owner’s meeting is held in November. Regularly scheduled Board meetings are held through the year. Meetings are held at various Board members’ homes. Unit owners wishing to attend a Board meeting should:

1. Call the Management Company to verify meeting date, time, and location.
2. If you wish to attend a Board meeting for a specific purpose, please inform the Management Company one week in advance of the topic you plan to discuss. This will enable Board members to plan a more informative and responsive meeting.

The Association’s financial year is January 1st through December 31st.

The residents of Blair Place are members of the Hawthorne Homeowners Association (the “Master Association”). An annual fee is paid to the Master Association in addition to the monthly fees charged by the Association for the maintenance, repairs, replacements, improvements and capital reserves established for the Association’s assets.

Good Neighbor Policy

The Blair Place Declaration and By-laws, and these Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other can achieve a quicker result in a friendlier fashion. Our documents are our foundation. Our community spirit lies within each resident.

The Association and the Management Company do not have the responsibility for law enforcement at Blair Place. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Aurora Police Department.

General Remark

For clarity, the Declarations and Bylaws define certain areas of the condominium association. They define what constitutes a “unit,” which is the area a unit owner has sole and separate enjoyment and all other benefits of ownership, and for which it is the responsibility of the unit owner for its cost and upkeep. These documents also define what areas constitute “common elements,” which generally speaking is the Association’s responsible for the costs of upkeep. And there is a separate concept of “limited common elements,” which areas are a part of the common elements, are generally represented by areas such as the shrub beds contiguous to a specific unit, but these areas are generally available for the *more exclusive* enjoyment by the respective unit owner. When reading these Rules and Regulations we want to make note of the use of the word “element(s).” If one were to read the Declarations and Bylaws, but not have read the amendments made thereto, the Declarations and Bylaws use the word “area(s)” instead of the word “element(s).” Consistent with the later made amendments to the Declarations and Bylaws, this Rulebook uses the defined term “elements.”

Although these Rules and Regulations give some effort to describe what a “unit,” “common element(s)” and limited common element(s) are, these Rules and Regulations due not intend to change the nature and meaning given those terms in the Declarations and Bylaws and all owners should refer to those documents for a total and accurate understanding of those terms.

AWNINGS:

The installation of an awning over a deck, patio or balcony requires *prior* written Board approval. A written request must be addressed to the Board of Directors and mailed to the Management Company. The Board will review the request and instruct the management company to provide a written response approving or denying the request.

Details required for approval include size, construction and color.

Awnings over windows or hinged doors are not permitted.

BICYCLES:

The riding of bicycles or any recreational vehicle on grassy areas is prohibited.

BIRD AND GROUND FEEDERS:

1. Hummingbird liquid feeders and seed dispensing bird feeders are permitted.
2. Bird feeders, if desired, should be placed at the rear of the condominium unit.
3. Bird feeders cannot be attached to the exterior of the building but may be attached to rear decks.
4. Ground feeding of Canadian Geese and ducks is prohibited.

CABLE TELEVISION AND INTERNET SERVICE:

Cable television/internet service is available to Blair Place Condominium residents.

Cable service is a private agreement between the unit owner or resident and the cable company at the resident’s expense.

Arrangements for the installation or disconnection of service are a unit owner or resident responsibility.

When cable service is connected, unit owners must follow up with the cable company to make sure the following is completed:

- A. Wiring for cable service if placed on the exterior of the building, must be installed in a manner so as to make it as inconspicuous as possible.
- B. Wiring is properly buried into the ground and will not be an obstruction for the landscape service contractor. Landscaping maintenance, replacement and upgrades may cause a need to have the cable moved and/or may be accidentally discovered/severed. Replacement/repair of such cable will remain the unit owner's responsibility. It is recommended that underground cables be reported to the Management Company so as to mitigate the likelihood of accidental discovery/damage.
- C. Any excavation to bury wires must be covered with topsoil and reseeded.
- D. 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 unit owner must make sure there are no exposed wired and that service lines are properly secured against the building for future hook ups.

NOTE: Individual television antennas are prohibited on any roof. (Also see "Satellite Dishes" below)

CHRISTMAS TREES:

The company responsible for refuse removal schedules the removal of Christmas trees.

Unit owners will be informed of the scheduled date for Christmas tree pickup via the local newspaper or cable television channel.

The Christmas tree should be placed on the lawn in the area where the trash containers are placed for weekly rubbish removal pickup.

Unit owners who miss the scheduled date for Christmas tree removal are responsible for removing their trees at their own expense. *Discarding Christmas trees in wooded areas is prohibited.*

CLOTHES LINES:

1. Clotheslines are prohibited.
2. Clothing or any other household fabric is prohibited from being hung outside of any unit.

COMPLAINTS AND RULE ENFORCEMENT PROCEDURES:

Complaint Procedure

1. Complaints against anyone violating the rules are to be made to the Management Company in writing (either via email or snail mail) and must contain the signature of the individual filing the complaint. The written complaint should contain as much detail as to date, time, place, and factual evidence as is available/possible.
2. In most instances the Management Company will contact the alleged violator after receipt of each complaint. If it is determined that a violation has occurred, a reasonable effort will be made to cure the violation.

3. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

Enforcement Procedures and Assessments for Rule Violations:

1. If any unit owner violates any provision or term of the Declarations, the Bylaws or of this Rule Book for the Association in a manner that, by the determination of the Board affects the rights of others or their property, immediate action will be initiated. Not by way of limiting the generality of the first sentence of this section, this provision is to specifically include (i) the treatment provided regarding a unit owner's limited common elements, including the landscaping and other upkeep (see the section called "Landscaping"); and (ii) other unit owner responsible upkeep which is visible to all including unit door entranceways (and garage doors), windows, decks, etc. (as each of these are considered by the Board to effect the "curb appeal" of the entire Association property and consequently effects the value of each individual unit. For example these items can influence the potential re-sale value of any unit, and likewise it affects us all in the form of "good consideration," i.e. having a pleasant atmosphere in which we all can enjoy our home's surroundings).
2. The entire cost of effectuating a legal remedy to impose compliance, including attorney fees, shall be added to the account of the violating unit owner.
3. In accordance with the procedure outlined in 5 below, an assessment of up to but not exceeding \$50.00 per occurrence MAY be levied by the Board on any owner found in violation. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the assessment. Please note that certain violations having to do with a unit owner's performance (and not payment), if not timely cured, could potentially result in a daily violation occurrence.
4. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.
5. Prior to the imposition of an assessment for a rule violation, the following procedures will be followed:
 - A. Written demand to stop the violation will be served upon the alleged violator specifying:
 - i. The alleged violation;
 - ii. The action required to stop the alleged violation; and
 - iii. A reasonable time period during which the alleged violation must cease without the imposition of an assessment
 - B. If the same rule is violated past the time period set above, or over a period not to exceed twelve (12) months, the Board will serve the violator written notice of a hearing to be held by the Board. This notice will contain the following:
 - i. The nature of the violation;
 - ii. The time and place of the hearing, including at least a ten (10) day notice;
 - iii. A request for the violator to attend the hearing and supply any statement of evidence on his or her behalf; and
 - iv. The intent of the Board to impose an assessment in the amount specified in such notice (up to the \$50.00 limit) per violation occurrence.
 - C. At the hearing, the Board and the alleged violator(s) will have the right to present any evidence. This hearing will be held by the Board as stated in B above and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become part of the hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board present at this hearing.

- D. If any unit owner fails to perform any act that he/she is requested to perform by the Declaration and Bylaws, or the Rules and Regulations, the Association may, but shall not be obligated to undertake any such actions as deemed necessary by the Board to cure such violation, and shall charges, costs and expenses so incurred by the Association shall be collected from said unit owner, including reasonable attorney fees, if any. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the monthly maintenance fee next following notification of such charge becomes due and payable. Furthermore, 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.

CONTRACTORS:

Unit owners must not give work instructions to any Association service contractor. (e.g., landscaper, snowplower, exterminator, etc.). 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, and if necessary, approved by the Board.

DAMAGE:

Damage to the common elements caused by an owner, occupant, tenant, pet or guest of an owner must be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant, occupant or guest.

DECKS:

1. Maintenance of a deck is the unit owner responsibility. To maintain the continuity of all the condo units appearance, only clear or cedar wood tone, including solid stain finishes are permitted. The Board conducts an annual walk around, reviewing all visually available aspects of physical common elements, and may issue a violation notice to unit owners if their decks are not properly maintained.
2. The deck must be insured under the unit owner's private homeowners' insurance.
3. Decks shall not be used as storage areas. Appropriate items placed on decks include outdoor furniture and planters. Also see "Fences".

A recommended penetrating finish that protects exterior wood against moisture absorption is a product made by Flood Company called CWF-UV. It is available in a clear wood finish or in a cedar tone. This product is available in most builder supply stores.

DECORATIONS:

At certain times of the year, many Blair Place residents enhance their units with seasonal decorations. This practice is encouraged. However, to avoid any confusion or misunderstanding, the following requirements will serve as guidelines.

- A. To avoid damage to the siding, all items requiring permanent attachment to the siding surface are prohibited.
- B. Door decorations, such as a wreath, a floral bouquet, a doorknocker, or a brass door kick plate are acceptable.
- C. A wreath or a floral bouquet should be removed when it becomes faded, tattered or is no longer appropriate to the season.
- D. Shrubbery or trees may be decorated with Holiday lights from Thanksgiving through mid January.

- E. Decorative items such as holiday lights or wreaths may not be permanently affixed to the exterior of any unit or building.
- F. Flowerpots may be placed in limited common elements provided however that they shall not impede or inconvenience the landscapers.

DOORS:

Any door replacements not appearing identical to the door being replaced requires *prior* written Board approval. A written request must be addressed to the Board and mailed to the Management Company. The Board will review the request and instruct the Management Company to provide a written response approving or denying the request.

Front Door Replacement

- 1. Must be identical to the existing door.
- 2. In addition to the existing white color, owners may paint the front door of their units utilizing one of the following three approved Sherwin Williams color options:
 - Taupe: SW7039
 - Green: SW7750
 - Tricorn Black: SW6258
- 3. Brass kick plates may be installed on front doors.
- 4. Maintenance of the front door is a unit owner responsibility. EXAMPLE: Replacement of weather stripping or painting.
- 5. Hardware on the doors may be changed from the current brass to brushed nickel, however all exterior hardware on each unit should be matching.
- 6. The front door knobs may be changed to a handle, however a request must be submitted to, and approved by, the Board prior to installing new hardware.

Rear Sliding Glass Doors to Patio Replacement

- 1. Must be similar in appearance and color to the existing door (i.e., white frame, full glass).
- 2. Maintenance of rear sliding door is unit owner responsibility.

Overhead Garage Door Replacement

- 1. All replacement doors must be metal.
- 2. Metal garage door options are limited to the following specifications:
 - A. The door must be white.
 - B. A baked-on, pre-painted factory finish is required.
 - C. Windows in the garage doors are prohibited.
 - D. The style of the metal door is restricted to as raised panel design.
 - E. The exterior finish must be a rough sawn texture or of wood grain appearance.
 - F. The metal door must be a minimum of 26-gauge steel. (24 gauge steel is recommended.)
 - G. Maintenance and upkeep of the overhead garage door and garage door mechanism are unit owner's responsibility.
 - H. The installation of automatic garage door openers is permitted. Installation and maintenance expense are a unit owner's responsibility.
 - I. White keyless garage door remotes may be mounted on garage thresholds.

Storm Doors

- 1. Storm door options are limited to the following:

- A. Full view glass door.
 - B. Doorframes must be white
 - C. Glass must be clear with no etching or designs.
2. The unit 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.
 3. Maintenance of the storm/screen door is the unit owner's responsibility.

EMERGENCY INFORMATION: As of Spring 2011, the numbers were:

All Emergency Services	911	
Aurora Police Department – (Non Emergency)		330-562-8181
Aurora Fire Department – (Non Emergency)		330-562-7171 (Station #1 on West Pioneer)
Aurora Fire Department - (Non Emergency)		330-995-4545 (Station #2 on N. Aurora Rd.)

ESTATE SALES:

Estate sales are permitted at Blair Place as a one-time event that must meet the following criteria:

- A. Sales are considered “Estate Sales” *only* if held due to the death or incapacitation of the unit owner. No articles or belongings, other than those belongings of the unit owner are to be brought to the unit or sold out of the unit. All other sales are strictly prohibited.
- B. The sale may be conducted for three days during the hours of 10:00 a.m. to 4:00 p.m.
- C. Vehicle parking of visitors to the sale must be restricted to the driveway and guest parking areas. Blocking of the street and neighboring driveways will NOT be tolerated. The unit owner is responsible for any damage done to the grass or other common elements. Also see “Parking and Roadway”.

EXTERIOR CHANGES/ARCHITECTURAL CONTROL:

In order to create a nice looking area and establish common guidelines for changes within Blair Place, the following rules have been enacted and apply to all requests for exterior modifications.

- A. A written request with supporting detail and diagrams for any type of modification, installation, or addition to the limited common elements of each unit must be submitted to the Board for review. Written approval must be obtained from the Board *prior* to the initiation of any project. Failure to receive *prior* Board approval may result in a rule violation assessment to the unit owner and may require removal of the unapproved item.
- B. The unit owner and any subsequent purchaser of that unit must maintain all additions or changes constructed by a unit owner, in a first class condition that does not detract from the Blair Place condominium property.
- C. It is the responsibility of the seller to disclose to a new unit owner any and all architectural changes or improvements that are the responsibility of the unit owner to repair or maintain. If necessary, please contact the Management Company to review the architectural correspondence file.
- D. Following written approval from the Board, it will be the unit owner's responsibility to secure necessary building permits, to obtain approval from the City of Aurora and to ensure conformity to jurisdictional codes.
- E. Once material for the exterior modification is placed on the condominium property, the work must begin and continue through completion within six months and be done in a reasonable manner that will not detract from property appearance or inconvenience neighbors and/or Association service contractors.

- F. Construction materials must match the existing structure and conform to the architectural precedents set by the builder. The same materials, finishes, and colors must be used.
- G. 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 unit owner's expense and to the satisfaction of the Board.
- H. If the landscape service contractor deems it necessary to charge more as a result of the modification made by the unit owner, this charge will be assessed back to the specific unit owner.
- I. Depending upon the changes made, a unit owner may become subject to additional assessments or special assessments.
- J. Any changes must be insured under owner's private insurance.

Approval Procedure

Exterior change requests must be submitted in writing addressed to the Board of Directors and mailed to the Management Company.

- A. The Management Company will copy and distribute all written requests to Board members within ten (10) working days after receipt.
- B. The Board will review the request and if approved, the unit may proceed. For certain significant improvements, the Board does have the right to table the request and require that not less than a majority of all unit owners approve such changes. The Board will instruct the Management Company to provide written notice to the unit owner of approval or refusal within a reasonable period of time after receiving the written request.

EXTERMINATING SERVICE:

1. Blair Place contracts with an exterminating service during the months of May through October for exterior service of the buildings. The type of contract that we negotiate may vary from year to year. So, if you are experiencing an insect control problem around the exterior of your condominium unit, call the Management Company so that the service can be arranged for you at Association expense.
2. Should you experience a problem **inside** your unit, you are responsible. Usually the condominium contractor will provide a discount rate to residents who live in the condominium properties they service. The Management Company can give you the number of the company with which the Association is then under contract, or you can call any exterminator you chose to handle the problem.

FENCES

Please also see "Privacy Barriers." Fences are subject to the rules under "Landscaping". They must be located in the unit owner's limited common elements. Fences must be in conformity with any and all building codes and the Declaration and Bylaws and the owner must obtain any necessary building permit(s) required from Aurora. Upon completion of installation any damage, particularly to lawns and landscaping, must be repaired at the Owner's expense. Any fences that are added will not be the Association's responsibility, but will become the installing-Owner's responsibility for maintenance and repair. Should the fence create a barrier making for extra work to landscaping company, then a special assessment may be levied commencing up to a year after such fence is installed such that the Board is permitted sufficient time to receive notification of extra costs due to such barrier by landscaping company. Sales of the unit to a subsequent owner must disclose this maintenance and repair obligation going forward.

FLAGS:

One American flag may be displayed in front of the unit. Ornamental banners and windsocks are not permitted. The flag holder must be made from a metal that will not rust or cause rust weeping marks on the exterior of the condominium unit and should be appropriately anchored. Any damage to unit exteriors due to inappropriate installation is the responsibility of the unit owner to repair.

GARAGES:

1. Garage doors must be closed when garage is not in use.
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. No flammable or hazardous items shall be stored in a garage.
4. The garage must be used as the primary parking spaces. See "Parking and Roadway".

GARAGE SALES:

Garage sales are permitted in conjunction with the Master Association annual garage sale. Owners desiring to participate must follow the Master Association's guidelines.

HAZARDOUS MATERIAL:

Unit owners and residents must not pour or allow to be spilled any oil, solvent, or any other volatile or flammable material into storm sewers or common elements. The Ohio EPA and the City of Aurora prohibit such disposal. Unit owners shall not store any hazardous materials other than those common to residential use and will not have hazardous items stored which may cause there to be an increase in insurance costs to the Association or other unit owners.

HOT TUBS:

The installation of a hot tub requires prior approval. A written request must be addressed to the Board and mailed to the management company. The Board will review the request and instruct the management company to provide a written response approving or denying the request.

- A. Hot tubs must be installed on the back patio.
- B. Drawings must include all aspects of the installation including, but not limited to, the dimensions of the tub, cleaning methods, water disposal and drainage.
- C. Disposed water must be carried away from vegetation and building foundations. The chemically treated water used in hot tubs must be drained in a manner that will not harm the grass or other plantings.
- D. All equipment must be contained within the patio area of the unit. Drainage hoses of other equipment must not be visible when not in use.

INSURANCE:

1. As a condominium property, a master policy for insurance coverage is purchased by the Association specifically for common elements. Each unit owner/resident must obtain insurance at their own expense affording coverage upon their unit, personal property and for their personal liability. We recommend having your personal insurance agent review the Declaration and Bylaws.
2. Unit owner insurance coverage must be issued to include items that are the unit owner's responsibility to repair and/or maintain. Refer to the Declaration and Bylaws to determine what constitutes owner responsibility.

3. 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, call the Management Company.
4. If your insurance agent has questions about the Association's master policy, contact the Management Company and they can give the insurer the name of the Association's agent.
5. Loss claims against the master policy must be filed by the Board

LANDSCAPING:

Maintenance

Landscaping services are contracted on a yearly (or longer) basis by the Association to maintain the appearance of Blair Place Condominium Association. Unless a limited common element has been specifically identified as being the unit owner's responsibility, these services include:

Regularly Scheduled Mowing Day

The regularly scheduled service day is arranged each year. Weather conditions will affect the schedule.

Lawn Fertilization

Applications will be applied as agreed by the Board. The contractor will place flags on the property when a scheduled treatment has been applied. The contractor tries to mark these areas to ensure that residents are aware of these applications. While chemical lawn treatments are designed not to be harmful to people or pets, it is recommended that you avoid grass areas for approximately twenty four (24) hours if the area is wet from rain and during the time it is wet from the morning dew.

Mulch

Mulch is provided in common elements, planting beds and tree rings. Mulching may be done every year, every other year, or alternating from front to back each year depending upon property needs and budget priorities. We recommend waiting until the mulch is installed before planting your flowers. If mulching has not already been done by Memorial Day, you may want to call the Management Company to see when and/or if mulching will be performed. This will reduce the possibility of the workers damaging your own planting of flowers.

Mulch installed by a resident must match the type of mulch used by the landscape contractor.

Weeding

Shrub Beds will be weeded by means of chemical control and/or by hand weeding to maintain a neat appearance. Unit owners may also weed as desired.

Trimming of shrubs

Shrubs are trimmed in accordance with standard trimming/pruning requirements. Some shrubs should be trimmed at one time of the season while others must wait until another time of the season. Therefore, this is done on an as-needed basis, totally dependent upon the type of shrub.

Spring and Fall Clean Up

Spring and fall clean up includes all common elements.

Landscaping & Watering

During the landscape season, residents should water shrubbery and trees adjacent to the unit often enough to prevent browning, disease or die out. However, procedures designed to harmonize with the operation of the water plant, such as sprinkling bans, should be observed.

Replacement of Plants

The Association will not replace plants/shrubs or trees except as specifically authorized by the Board.

Board Discretion Regarding Landscaping

Notwithstanding anything to the contrary stated below under this subsection named “Board Discretion Regarding Landscaping” of this overall section named “Landscaping,” the Board will retain discretionary powers to investigate and make findings regarding any complaints arising from one unit owner about another unit owner’s plantings (or removal or upkeep thereof).

Therefore, unless a unit owner specifically gains authorization from the Board to make “authorized changes” to the limited common elements landscape, such unit owner may immediately or at any later date upon having made such change:

- i. become wholly responsible for the upkeep of such changed landscape;
- ii. be charged a special assessment for the upkeep of such changed landscape;
- iii. be asked at the unit owner’s expense to remove such “non-conforming” changed landscape and return it to a condition comparable to all surrounding unit owner’s landscape; and/or
- iv. the Association will retain the right to remove and restore the landscape in conformity with the Association community and make a special assessment to the subject unit owner for the costs of doing so

Items (i) through (iv) above hereafter referred to as the “Landscape Sanctions”. Landscape Sanctions will be subject to the section “COMPLAINTS AND RULE ENFORCEMENT PROCEDURES” of these Rules and Regulations.

Approval Procedure

Should a unit owner desire to not to be subject to the potential ramifications of a Landscape Sanction (defined in the immediately preceding paragraph), then such owner can:

- A. Leave such limited common elements to the discretion of the Board (subject however to certain but limited obligations by the unit owner to aid in the maintenance of the landscape in their limited common elements – see the subsection “Unit Owner’s Responsibilities Regarding Plant Life Inside a Unit Owner’s Limited Common Elements” below but still under this “Landscaping” section); Or
- B. Obtain Board approval to make changes to the landscape included in the bounds of the unit owner’s limited common elements (and at the owner’s sole expense) by submitting planned changes in accordance with the following:
 1. Written requests for landscape changes must be addressed to the Board of Directors and mailed to the Management Company. Such request should provide diagrams of location and detail the nature and type of landscaping intended, renderings or examples of pictures of what is intended (if so requested), and other relevant information. The Board encourages you provide as much detail as seems appropriate for the given request.

2. The Management Company will copy and distribute all written requests to Board members within ten (10) working days after receipt (and if then in existence to the landscaping committee established by the Board).
3. In situations involving (subject to Board interpretation) extensive changes to the landscape, the Board reserves the right to obtain advice about the scope, nature of work, etc. and what effects it may have to the Association's maintenance and upkeep of the common elements, and how it may look, how much space the proposed landscape may take up as it matures, etc. This includes the Board's right to interview the landscaper the unit owner intends to use, or if no such party is involved, then the Board may consult with the Association's landscaper. If this involves a cost, such cost will be borne by the unit owner. The Board retains the right to reject any plan in which it feels a significant level of expertise may be required to install such landscape and for which the Board has not been presented sufficient evidence that such party making the installations possesses such expertise.
4. Upon completion of the Board's review, the Board will make one of four determinations:
 - i. the landscape as proposed will continue to be maintained by the Association;
 - ii. the maintenance of the proposed landscape will become fully the unit owner's responsibility;
 - iii. the maintenance of the landscape will be the Association's responsibility but subject to an (annual and/or one time) special assessment from the Association;
 - iv. The unit owner is put on notice that the proposed landscape (or what portions thereof) are not acceptable, and that it would become subject to Landscape Sanction (iv).

Unit Owner's Responsibilities Regarding Plant Life Inside a Unit Owner's Limited Common Elements

A unit owner shall be responsible for any damage caused by such unit owner to common elements including all plants and other associated landscape. In the case of the common elements landscape examples of damage by an owner could occur by a **lack of watering plant life in a unit owner's limited common elements** or by improper pruning of the plants (please leave pruning to the Association unless it has been determined to be your unit owner responsibility).

The Board may in its sole and absolute discretion, determine if damage to landscape was as a result of neglect by a unit owner. If it is so determined that plant life was damaged by a unit owner, the unit owner could become subject to the determination of the Board to have such damaged plant life replaced with another conforming (not necessarily same) plant life (but representing approximately the same cost or less of the damaged plant life) and to charge the unit owner at fault (or owners if it is decided more than one unit owner is at fault) by special assessment for the removal of the damaged plant life and the replacement with the plant life authorized by the Board.

Plants and Planting

Generally speaking limited common elements include 20 feet from the front of the garage, 10 feet from the rear of the unit and 5 to 10 feet to the side of the units (with a 5 foot minimum setback requirement from one limited common element to another).

Subject to understanding all the ramifications of so doing as provided under this Section entitled “Landscaping,” a unit owner may, at its own expense plant flowers, shrubs and trees in the limited common elements around the unit occupied by the unit owner. Planting should be done with conformity of the overall appearance of the Association community and should take into consideration height, spacing and other dimensional aspects and growth pattern of the plant installed.

Certain other considerations should be given respecting the landscaping installed. Although not intended to be all inclusive we suggest the following guidelines be used in order to avoid Landscaping Sanctions:

1. Flowers planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance. Appropriate seasonal clean up must be provided by the resident at the end of the blooming cycle.
2. Flowers, shrubs and trees planted by the unit owner must *not* in any way be an obstruction for the landscape service contractor.
3. Flowers must be planted far enough away from the grass line to avoid damage from the landscaper’s automatic trimming and edging equipment (the landscaper and the Association will not be responsible for damage).
4. In order to maintain uniformity and harmony throughout the property with the original landscaping plan, use of railroad ties, landscaping timbers, bricks, rocks, stones, miniature fencing, concrete and other such items for edging material or enclosures would likely be a subject of concern and potential rise to the level of the Board finding a Landscape Sanction is necessary (and particularly there may be a request for its removal and restoration). We highly recommend that if the unit owner is thinking of such changes, such owner should consider first going through the outlined Landscaping approval procedures listed above.
5. It is highly encouraged that additional or replaced shrubbery be consistent in height, variety and size to existing plantings.
6. Additional or replaced shrubbery selected by the unit owner must be of a species that will not encroach upon or cause damage to the unit, commons elements or any utility service line. (Example of an unacceptable planting: Vines, Weeping Willow)
7. Expansion or creation of additional beds is discouraged. In no case should a bed be expanded such that there is not at least 5 feet of space in which a landscaper can maneuver lawnmower and other equipment around.
8. When installing any landscape, any damage caused to common elements and underground utility service connections or lines will be charged to the unit owner. Owners must call Ohio Utilities Protection Service forty-eight (48) hours before digging (especially for trees). The toll free telephone number is 1-800-362-2764.
9. Landscape changes between units should be discussed and agreed to by the sharing neighbor. Any complaint made about a unilateral decision and change will be found in favor of the complaining party. We suggest (unless installed by the Association) that joint unit owners get an agreement in writing from the other (no matter who is paying the cost).
10. Trees must be of a variety that will not encroach upon or cause damage to the unit, common elements, or utility service lines. All trees must be installed with a mulch ring and mulch matching that used throughout the Association’s common elements.
11. Vegetable plants are permitted in inconspicuous areas not visible from the street and seasonal cleanup is required by the unit owner.

LAWN FURNITURE:

Lawn furniture must not be left overnight in common lawn elements. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.

LAWN ORNAMENTS:

Lawn ornaments, yard statuary or other artifacts are subject to the same rules as described in this “Landscaping” section.

LIGHTING:

The installation of additional exterior lighting requires *prior* written Board approval. A written request must be addressed to the Board of Directors and mailed to the management company. The Board will review the request and instruct the Management Company to provide a written response approving or denying the request.

1. Additional exterior lighting must be maintained by the unit owner and/or any subsequent purchaser of the unit in a manner that will not detract from the appearance of the condominium property or hinder the safety of the residents.
2. The owner must obtain and submit to the Board a written consent form signed by the owners of any unit which can see the light(s).

Landscape Lighting

The standard guidelines for decorating landscape lighting are:

1. Decorative lighting must be positioned in a manner that will not create an annoyance to other residents.
2. Wiring for decorative lighting must be properly buried into the ground.
3. Decorative lighting cannot be an obstruction for the landscape service contractor.
4. For safety purposes, low voltage lighting must be used for decorative illumination. The fixture should be low to the ground and bulb wattage should create a low level of light.

Security Lighting

1. Motion detector flood light fixtures may be installed provided they are not installed in a manner that will create an annoyance to other residents.
2. Wiring for security light fixtures cannot be placed on the exterior of the building.

Porch/Entrance Light Fixtures

1. The exterior fixtures on the front of each condominium unit and garage are maintained by the Association.
2. Burned out bulb replacement is the responsibility of each resident.

LOCAL TAXES:

Aurora has a municipal income tax, collected by the Regional Income Tax Agency (RITA). Please be sure that your withholding statements (W-2s) list you as residing in Aurora, Portage County, Ohio 44202.

MAIL/POSTAL SERVICE:

1. Unit owners should keep their mailbox location cleared of unwanted papers.
2. Mailboxes are maintained by the Association. The cost will be born by the unit owner for loss of key or damage caused by the unit owner.

MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION:

1. Association fees, assessments and other related billed amounts are due on the 1st day of each month and will be considered late if such payment is received by the Association after the 15th day of the month. To avoid the assessment of late fees, the total amount then due the Association must be paid in full (using good funds). The first late payment (an “Infraction”) will be assessed a late fee of Twenty Five Dollars (\$25.00).
2. Should an Owner’s Association billing remain delinquent (in whole or in part) for a second consecutive month and the Owner’s payment is not received by the Association by the 15th day of the second consecutive month, the late fee for such second month Infraction will be Fifty Dollars (\$50.00).
3. Should an Owner’s Association billing be delinquent (in whole or in part) for a third consecutive month and the Owner’s payment is not received by the Association by the 15th day of the third consecutive month, the late fee for such third month Infraction will be One Hundred Dollars (\$100.00).
4. Ongoing monthly Infractions beyond the third consecutive month shall be charged One Hundred Dollars (\$100.00) per month thereafter until the balance owed by such Owner has been paid in full.

In addition to the forgoing, any account remaining delinquent for four (4) or more consecutive months will be referred to the Association’s Attorneys with instructions to file a foreclosure suite on such owner’s unit.

Please know that any permissible cost, including but not limited to bounced check charges (as permitted by the current rules), and allowable legal costs which may be incurred in the process of collection will also be added/charged to the respective owner’s account balance.

If you are unable to pay the account in full, a written plan of your intention to pay must be forwarded to the Management Company.

In order to help keep your account from becoming delinquent, please note that the Management Company offers (but the Association does not require you to use) a service by which your bank account can be automatically and timely debited for the payment of your normal monthly Association’s assessments. Please consider signing up for this service by contacting the Management Company.

MAINTENANCE AND REPAIR:

Association Responsibilities

The maintenance and repair of the **common elements** are the responsibility of the Association.

Common Elements

Common property is everything but the individually owned condominium units. For a complete understanding of what fully constitutes a unit please read the Declarations and the Bylaws of the Association. A unit owner is responsible for all upkeep and replacement, etc. of what is considered their unit.

Common elements are owned by all unit owners together. Examples of common elements include landscaping, gutters, roofs through the wood sheathing connected to the joists, lawns, driveways, sidewalks, front entrance way steps and landings, the street known as Blair Circle, outside walls of buildings through the sheathing attached to the joists, structural components

necessary for the combined condo unit to remain standing, and any components servicing more than a single unit (until such component may separate for the purpose of servicing a single unit), unit foundations and mailbox structures and fences (except those privacy fences approved by the Board and erected by the unit owner – see “Fences” above).

Association Repair Procedures

In an effort to keep monthly maintenance fees affordable, our Association tries to do maintenance/repair work in bulk.

Unit owners are encouraged to report to the Management Company the need for any repairs of common elements of the condominium property that are the obligation of the Association to maintain. In most instances, our objective is to complete unit owner repair requests within ten working days. However, weather, contractor availability, budget priorities (trying to keep the repair work in bulk) and other factors can affect the timing of repair completion. On the other hand, emergency repairs (such as water intrusion) are given prompt attention. Some examples of repair procedures are listed below:

Landscaping and Snow Plowing Complaints:

The Management Company immediately relays the information to the contractor.

Roof Leaks:

The Management Company will issue a work order to a roofing contractor to repair the roof. Unit owners are responsible for repairing interior surface damage caused by roof leaks, such as drywall, paint or wallpaper. For this reason it is incumbent on the unit owner to notify the Management Company of any noted roofing leaks as soon as possible so that the Association can react as quickly as possible in order to minimize the interior damage.

Limited common elements

These are a part of the “common elements.” In most instances, limited common elements can be seen from outside but are limited to the use of one condominium unit owner. They are nonetheless designated “common elements” because the Association has control over how they are to be maintained.

Unit Owner Responsibilities:

To assist you with your personal maintenance scheduling, we are listing some specific items that are maintained by unit owners. For a complete description, please refer to the Blair Place Declaration and Bylaws:

1. Interior of the unit to include paint, wallpaper and other finishing material applied to walls, floors and ceilings.
2. All doors, doorframes, door screens, windows, skylights, window frames, and window screens.
3. Internal operation of a fireplace to include chimney cap screen.
4. Garage space including garage doors and their mechanisms that include tracks, springs, cabled, locks and automatic door opener.
5. Any exterior stairway serving the individual condominium unit deck and the deck (see “Decks”).
6. Sanitary and storm sewer cleanout serving an individual unit.

7. All heating, cooling and ventilation equipment including the part for the air conditioning compressor unit.
8. Exterior water faucet including winterization and the electrical outlet(s) serving the individual condominium unit.
9. Back concrete patio and deck.
10. Gas, electric, telephone, water, cable or other utilities or service lines, pipes, wires and conduits which serve the individual condominium unit.
11. Replace burned out light bulb in exterior light fixtures attached to the condominium unit.
12. Watering of plants in limited common elements

MANAGEMENT COMPANY:

Blair Place Condominium Association has contracted with the Management Company to operate and manage the common elements of the property under the direction of the Board. Among other duties, the management company performs the following:

- Attends regularly scheduled Board and Annual Meetings and provides the agenda for each.
- Maintains the Association documents, contracts, and files.
- Assists the Board in the administration of the Association policies, including the Rules and Regulations.
- Hires, supervises and interacts with contractors at the direction of the Board.
- Collects monthly Association fees and pays Association bills.
- Receives and responds to all telephone calls and answers correspondence from the residents.
- Provides a 24-hour emergency telephone response system.

The Management Company is Valley Property Management. Telephone Numbers and email for the Management Company Are:

Monday through Friday – 9:00 a.m. – 5:00 p.m. (440)893-1200

After Hours – Non emergency (440)893-1200

Voice Mail will record your message and we will return your call on the next business day.

Email is valleypropmgmt@aol.com

After Hours – Emergency Only (440)346-5701

Emergency shall be defined as a situation affecting the safety of a resident or threatening damage to COMMON elements. If a life-threatening event occurs, call 911.

MOTOR VEHICLES:

1. The following vehicles are not permitted to be stored in any common elements (including limited common elements) of the Association:
 - A. Buses
 - B. Boats and boat trailers
 - C. Campers or camp trailers
 - D. Mobile and/or motorized homes
 - E. House or horse trailers
 - F. Commercial vehicles
 - G. Snowmobiles and trailers
 - H. ATV's and trailers

NOTE: For the purpose of loading or unloading and in preparation for a trip, the recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed twenty-four (24) hours. In order to properly monitor this rule it is required that the Owner intending to do such parking call the Management Company not less than twenty-four (24) hours in advance of such parking.

2. Trucks, trailers, boats, recreational vehicles and motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property otherwise only for ingress and egress to the condominium property.
3. Trail bikes, ATV's and snowmobiles are prohibited to be operated on the condominium property.
4. Vehicles owned by residents which are licensed, painted, signed, or used for commercial purposes must be kept within the confines of a garage at all times while on the condominium property.
5. All vehicles on the property must bear current license tags.
6. Vehicles with exhaust systems that disturb other residents are prohibited.
7. Moving vans are permitted to be temporarily parked on the street provided that the flow of traffic is not obstructed.
8. Vehicle repairs are prohibited on condominium roadways, parking areas, and driveways.
9. Oil or fluid leaks or spills on roadways, parking areas, or driveways 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.
10. Inoperable vehicles and vehicles that are not considered used are prohibited from the condominium property.

NAME PLAQUES:

Name plaques or nameplates cannot be attached to the exterior of the building.

NOISE:

Noise that causes a disturbance or creates a nuisance to other residents is prohibited.

PARKING & ROADWAY:

1. Residents should observe the side of the street approved for parking.
2. Blair Circle's speed limit is 15 M.P.H.
3. All vehicles on the property must bear current license tags.
4. Any vehicle found in violation of the Rules and Regulations may be towed and stored at the owner's expense, in addition to any other remedies available to the Association.
5. The sharing of our limited street parking shall exhibit an awareness of other's rights and needs. This will include that there will be no parking within fifteen feet (15') of the mail gazebo walkway so as to permit drive up access for all residents. Please also be aware of how your parking may affect another unit owner's ingress and egress from their driveway and attempt to be as un-obstructive with your parking as conditions may permit.
6. Parking on any grassy area is prohibited.
7. For snow plowing purposes there shall be no street parking when snowfall exceeds to inches (2"). Driveways will not be plowed if a car is in it.
8. There shall be no overnight outside parking of any vehicle in excess of three-quarter (3/4) ton capacity or any vehicles licensed, painted, signed or equipped for commercial purposes on the condominium property.
9. Cars or motor vehicles of any kind should not be parked, stored, kept or maintained in the road more than 48 hours without the prior written approval of the Board.

10. All residents and their guests must use the garage as their primary parking space and driveway secondarily, and street last. If possible, overnight guests should always park in the unit owner's driveway.
11. When entertaining a large number of guests for a specific function, please be courteous and:
 - A. Inform neighbors residing in your immediate area of your scheduled plans.
 - B. When entertaining a very large group, please ask guests to park at the top of Blair Circle before the mail hut, on Walnut Ridge Trail and also note that parking arrangements can be made with the Hawthorne Homeowners Association to use of the clubhouse parking lot. It is imperative that we jointly try to make Blair Circle street access clear for emergency vehicles and the enjoyment of all its residents.

PATIOS:

Please see "Decks" and "Fences" and "Landscaping".

PERSONAL PROPERTY:

Items left unattended in the common elements may be removed by the Board at the owner's expense.

Rubbish, debris or other unsightly materials should not be left in view of neighbors.

PETS:

1. Aggressive dog breeds are discouraged.
2. In accordance with the City of Aurora leash ordinance and our rules and regulations, all pets are to be leashed when outside of a condominium unit.
3. No pets should be tied, fenced or housed outside a condominium unit.
4. Pet owners are liable for any 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 clean up after their pet. This is especially important when walking your dog on common elements or on property belonging to private homes.
6. Except for dogs, cats or other domestic household pets, no animals, rabbits, livestock, fowl or reptiles of any kind should be raised, bred or kept in any unit or in the common or limited common elements. No breeding of dogs, cats or other domestic animals will be permitted if being done primarily for commercial purposes.

PONDS:

The pond located adjacent to the condominium property serves the purposes of aesthetics and ground surface drainage. The pond is not intended for recreational use. Residents must observe the following safety requirements:

1. Playing in or around the ponds is prohibited. These open water areas are not safe sites for play activities.
2. If you observe anyone around the pond, do not hesitate to ask him or her to leave. It is better to risk hurt feelings and possibly prevent an accident.
3. Fishing is NOT allowed in the pond.

POSTLAMPS:

1. Post lamps located throughout the condominium property are maintained by the Association.
2. If you observe a burned out bulb, please call the Management Company.

PRIVACY BARRIERS:

Please also see “Fences.” Deck and patio privacy barriers may include wood or plastic lattice or fencing of the same tone of the deck stain and or roll up bamboo shades approximating deck color. Specifically prohibited are hanging of fabrics or curtains.

RUBBISH REMOVAL AND RECYCLING:

1. Littering is strictly prohibited.
2. Rubbish removal service is provided through the City of Aurora. The City of Aurora negotiates the annual contract price and city residents are billed by the refuse removal company.
3. Charges for this service are included in the Association’s monthly maintenance fees.
4. Rubbish containers should not be conspicuous except on the day trash is collected. Rubbish containers should be kept inside garage at all other times.
5. Rubbish pickup takes place weekly (current arrangements are Wednesday’s – but please read for any changes in local media) or on-line (City of Aurora, J&J).
6. Rubbish collection is affected by holiday schedules. Whenever a holiday occurs during the week, rubbish usually is a day later (again consult your local media for any alternative arrangements).
7. Any items of rubbish that would not be included in the normal trash pick up must be removed at the expense of the owner.

The currently contracted refuse removal company is J & J Refuse and may be contacted at 800-201-0005.

SALE OF A CONDOMINIUM UNIT:

1. “FOR SALE” signs are permitted. “SOLD” advertisements signs are prohibited.
2. One “OPEN HOUSE ARROW” sign may be placed on the lawn near the driveway in front of the home from Noon to 6:00 p.m. on weekends when the unit is open for public viewing.
3. 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.
4. The Management Company will coordinate this paperwork with banks, realtors, appraisers, and escrow agents.
5. The seller is responsible for providing the following information to the buyer:
 - A. Copy of Declaration and Bylaws (copies may be obtained from the Management Company at nominal cost).
 - B. Copy of Rules and Regulations Booklet (copies may be obtained from the Management Company at nominal cost).
 - C. Written notice of any and all architectural changes, landscaping changes and other improvements constructed by seller or previous sellers which are the responsibility of the unit owner to repair and maintain.

SATELLITE DISHES:

1. An 18 inch or smaller satellite dish may be installed by connection to the Owner’s rear deck. Any other location requires Board approval.
2. Any and all efforts must be used to install the satellite dish in a manner so as to make in as inconspicuous as possible.
3. Wiring for the dish must be kept at a minimum visibility to all other Blair Place Condominium Association units.

4. The unit owner is responsible for any damage caused to property that occurs as a result of installation, maintenance, use or removal of the satellite dish.
5. In the event of a sale of the unit, the satellite dish must be removed and the area restored to its original condition or the new owner must accept responsibility for the dish.

SKATEBOARDS:

Skateboard ramps are prohibited from the condominium property.

SNOWPLOWING:

1. Blair Circle is a private street. Blair Place Condominium Association employs the services of a contractor to plow driveways and roadways and shovel front walkways when snow accumulations reach two (2) inches.
2. If your car is parked on the driveway during snowfall, you must move the car before the snowplow contractor arrives if you want your driveway plowed.
3. To protect the surface of driveways, parking areas and the environment, the use of salt is limited. The contractor is instructed to spread salt or and ice melt product around mailboxes and on the street whenever they are on the property and observe an icy condition.
4. The contractor comes to the property when it snows. However, there may be times when it is not snowing but service is needed. Examples are blowing and drifting snow or freeze/thaw cycles. We ask the contractor to periodically check the property for these winter conditions and we encourage owners to be prepared to help themselves by using an ice melt product near their home.
5. Please report problem conditions to the Management Company. The Management Company will always relay your reports to the snow plow contractor. By working together we can survive winter's woes and enjoy the winter's beauty.

SPRINKLING SYSTEM:

The installation of an automatic lawn sprinkling system is prohibited.

STRUCTURES:

Structures such as storage sheds, animal shelters and basketball hoop are prohibited.

UTILITIES:

Blair Place Condominium Association resident are responsible for individually metered utilities.

Gas:	East Ohio Gas	330-361-2345
Electric:	Ohio Edison	330-673-1661
Telephone:	Windstream	800-843-9241
Cable:	Warner Brothers Cable	330-425-4975
Water	Aurora Water Department	330-562-6131

WATER HOSES:

Water hoses may not be left on the grass. After use, garden hoses must be coiled and placed on the patio, on hangers, or inside of the garage. Otherwise, they may be damaged by landscape service equipment.

WINDOWS:

1. Windows, when replaced by the unit owner, must be identical in appearance to the existing windows.

2. Sunscreen coatings may not be installed on the exterior panes of glass. If an interior sunscreen coating develops bubbles, streaks, etc. that can be seen from outside the unit, it must be removed.
3. Maintenance and upkeep of windows are a unit owner responsibility.
4. Broken windows or torn screens must be repaired immediately by owner at owner's expense.
5. Window air conditioning units are prohibited.
6. The use of plastic liners as added insulation over the exterior of windows and doors is prohibited.

WIRING:

Installation of wiring for electrical, telephone, air conditioning, hot tubs, cable, satellite, or the like on the exterior of the building or which protrudes through the walls or the roof of the building require *prior* written Board approval.