

EAGLES' CHASE

CONDOMINIUM OWNERS ASSOCIATION, INC.

HANDBOOK of RULES & INFORMATION

aka Rules and Regulations



Revised May 2018

Eagles' Chase Condominium Owners Association, Inc.

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Eagles' Chase Condominium Owners Association, Inc.

TO OUR FRIENDS AT EAGLES' CHASE

This Handbook of Rules and Information (aka Rules and Regulations) is intended to be your guide to living at Eagles' Chase, as it contains information that is important to your residency here.

Please keep this Handbook in a safe and accessible place so that you may refer to it if you ever have a question or concern.

Eagles' Chase, like all other condominium associations in Ohio, is governed by a Declaration and Bylaws, both of which are filed with the Summit County Recorder's Office. The documents provide the operational framework for the Association and place reasonable restrictions on the Condominium Property.

While this Handbook is not intended to replace our governing documents, we strongly encourage you to read and refer to it directly.

This Handbook includes restrictions, reasonable rules and regulations, maintenance responsibilities, and community procedures. We hope that you will contribute to our community by cooperating, complying with, and upholding these guidelines.

The Association Board of Directors (aka the Board) works to maintain the look of the community so that the Condominium Property values are not diminished. Pursuant to the Association's Bylaws, the Board is authorized to adopt and enforce rules and regulations.

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OVERVIEW

The Eagles' Chase Condominium Property, located within the city limits of Akron, OH, uses the services of the City of Akron Police and Fire Departments with water and sewer provided by the City of Akron. However, the school district is the Woodridge Local School District.

The Condominium Property consists of one hundred eighty-six (186) Units, a Clubhouse with restrooms and recreational facilities with a swimming pool. The streets are private and therefore maintained by Eagles' Chase Condominium Owners' Association. The Association has a master insurance policy covering, in part, Units' roofs, siding, and fences. Unit Owners are responsible for obtaining insurance for the interior walls of their Units and personal Condominium Property. This is typically found with an HO6 insurance policy.

This private Condominium Property is governed by its own Declaration and Bylaws. The Board is chosen from among the Unit Owners of Eagles' Chase and the Board manages all facets of Association affairs (including operating and capital budgets) on behalf of its owners. While the Board of Directors is responsible for the community's priorities and decisions, our community also has a professional managing agent, **KareCondo**, to run the day-to-day management, financials, maintenance, and operations for our condominiums.

The Board's monthly meetings are usually held the third Wednesday of each month beginning at approximately 1 pm in the Clubhouse. During an open portion of the meeting residents (aka Occupants in the Declaration) may voice their concerns. Residents are encouraged to observe all or part of the monthly Board meetings. Board members or managing agent cannot individually resolve or make promises on any Association or resident matters. These are handled by the Board as a whole.

The Association's Annual Meeting is usually held the first Thursday in December. This evening business meeting includes a financial review, the election of Board members, and a detailed report of the year's activities and accomplishments by the Association Board and managing agent. A notice of the Annual Meeting date and time is sent out in advance.

Residents are to direct all service requests and inquiries to:

Eagles' Chase Association's Managing Agent

KareCondo

330-688-4900 or their website www.karecondo.com and go to the tab "**Service Forms**"

For emergency matters such as Condominium Property-threatening issues, please use their **after-hours emergency prompt, option 2** and someone will contact you within an hour.

The managing agent carries out the Board's decisions and handles all communications by and between the Association's Unit Owners, contractors and vendors.

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I ASSOCIATION RESPONSIBILITIES

The Eagles' Chase Condominium Owners Association is primarily responsible for the following:

1. Roofs;
2. Exterior of Units (includes painting, repair, siding replacement);
3. Fences (repair and/or replacement);
4. Gutters and downspouts and twice a year cleaning of same;
5. Lawn/grounds maintenance (grass cutting, fertilizing, grub control, reseeding, mulching, leaf cleanup);
6. Care and maintenance of Common Element grass, trees and shrubs;
7. Landscaping of entrance beds at Smith and Sand Run Roads and Sturbridge Drive island;
8. Mailbox areas;
9. Street signs, stop signs, retention basin signs;
10. Entrance signs;
11. Streets;
12. Front sidewalks;
13. Driveways;
14. Parking areas;
15. Retention basins;
16. Street and ground lights;
17. Clubhouse;
18. Recreational facilities with a swimming pool;
19. Pest control and extermination (exterior only);
20. Trash pickup once a week;
21. Snow removal from roads, driveways, and sidewalks;
22. Utilities which are not separately metered (e.g. clubhouse, pool area, street/ground lights);
23. Master insurance policy.

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A complete listing of Association responsibilities can be found in the Bylaws of the Association and the Declaration of Condominium Ownership. ("Declaration")

II RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually owned Condominium Unit and everything within these boundaries built and installed are the Unit Owner's responsibility to maintain.

1. Units are to be occupied and used for single-family purpose only as a private dwelling for owners, their families, tenants, and guests, and for no other purpose.
2. Unit Owners are not to modify the exterior of their Unit, garage, or grounds surrounding their Unit without written consent of the Board.

III UNIT OWNER RESPONSIBILITIES

Unit Owner responsibilities include, but are not limited to, the following:

1. Interior of Unit;
2. All repairs and replacement of doors, door frames, storms, windows, window frames, and screens. Broken windows, torn screens and damaged doors are to be repaired immediately. Unit Owners are also responsible for the maintenance, repair, and replacement of their garage doors;
3. All heating, cooling, and ventilation equipment as well as hot water tank. Window and in-wall air conditioning units are prohibited;
4. All plumbing and electrical work;
5. Maintenance of dryer vent including regular cleaning;
6. Exterior water faucets (including winterization) and exterior electrical outlets serving the individual Unit;
7. Utilities separately metered for the Unit and utility service line connections exclusive to the Unit;
8. HO6 type insurance for interior and personal Condominium Property;
9. Repair, maintenance and replacement of the Unit's outside light fixtures, in similar style;
10. Replacement of burned out light bulbs in exterior light fixtures near Unit's front door and garage;
11. All plantings installed by Unit Owner in Common Element and Limited Common Element;
12. Trimming, pruning, and removal of trees and bushes in patio area landscaping;

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13. Removal of leaves and debris from Unit's front sidewalk and Limited Common Element;
14. Installation of wiring for electrical, telephone, cable television, air conditioning, and all other modifications to the exterior of the Unit which protrudes through the walls or the roof of the Unit is prohibited without prior written approval from the Board. (refer to XXIX).

IV COMMON ELEMENTS

Common Elements, refer to Declaration, (Article VI,A,12) encompass everything except each individually owned Unit and are owned by all Unit Owners in the aggregate. They are for the use and enjoyment of all Unit Owners. Examples of Common Elements and Condominium Property include, but are not limited to, front lawns, grassy open spaces and retention basins. The repair, maintenance, and replacement of all common Condominium Property is done at the Association's expense except as otherwise explained in the Rules and Regulations, Declaration, and Bylaws.

Resident responsibilities of the Common Element include, but are not limited to the following:

1. Littering is prohibited.
2. Any damage to Common Element caused by a Unit Owner, a Unit Owner's family member(s), or a guest of a Unit Owner is to be repaired at the expense of the Unit Owner.
3. Items left unattended in the Common Element may be removed and stored by the Board at the Unit Owner's expense.
4. Noise that distracts or disturbs others, except as is necessary for maintenance and repairs, is prohibited.
5. Maintenance issues observed by residents in Common Element can be reported to the managing agent.
6. Residents are not to give work instructions to any Association service contractor (e.g., landscaper, painter, snowplow). This is necessary to ensure the contractor performs the work in accordance with the contractual agreement.
7. Bicycles, scooters, skate boards, etc. are only to be ridden on the roads and driveways. Riding on grassy area is prohibited.
8. Nothing is to be hung from gutters, roof, or siding without Board approval.
9. Lawn ornaments, lawn furniture, and fireplace wood storage racks are not to be stored in Common Element.
10. The Association's service contractors will not accept the responsibility of moving personal property to facilitate grass cutting, or be responsible for maintenance, repair, or replacement of a resident's personal property located in the Common Elements.

V LIMITED COMMON ELEMENTS

Certain parts of the Association's Condominium Property were built and designed specifically for each individually owned Condominium Unit and are known as Limited Common Element. Refer to Declaration (Article VI, B,14.) Examples include but are not limited to patio/deck area, the walkway and planting area inside

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the front fence from the driveway to the front door and pads for the placement of central air conditioning units. The Association also has control over how they are to be maintained.

Resident responsibilities of the Limited Common Element include, but are not limited to, the following:

1. Clothes lines are prohibited.
2. Rubbish, debris, and other unsightly materials are prohibited from being in plain view, with the exception of scheduled trash pick-up.
3. Flowers, shrubs, and bushes of the Unit Owner's choosing (approval not required from Board) may be planted in the landscape beds inside the Unit Owner's front fence and in the Unit Owner's patio area at the Unit Owner's expense.
4. Patio fixtures (waterfalls, statues, furniture, umbrellas, bird baths, etc.) are at the Unit Owner's discretion and personal expense and do not require approval. However, Unit Owners are to obtain written approval from the Board prior to installing stationary or retractable awnings. (refer to XXIX)

VI MOTOR VEHICLES

1. Vehicles with loud exhaust systems which may disturb other residents are prohibited.
2. Parking of inoperable vehicles is not permitted.
3. Only minor maintenance to motor vehicles may be done in a Unit's garage. Bodywork, noisy repairs, or repairs which may result in fluids running into the driveway are prohibited. Hazardous fluids must not be disposed of in the garage or street drains.
4. Vehicle repairs are prohibited on roads, parking area, and driveways. Any vehicles leaking oil or other fluids are to be within the Unit's garage or off the Condominium Property.

VII PARKING

1. Residents are to use their garage as their primary parking spaces.
2. If a resident has more than two (2) vehicles, the additional vehicle(s) are to be parked in the Unit's driveway.
3. Regular, continuous and overnight parking in the streets and in overflow parking area is prohibited.
4. Guests are not to park in overflow/guest spaces for more than 72 hours. If guests wish to park for a longer period of time, please notify the managing agent for approval. The overflow parking areas are not assigned to any one Unit and are not intended for extended stays (7 days).
5. Temporary parking for guests is allowed on the streets in a manner as not to block any resident's access to and from the garage or street.
6. Buses and RVs are not permitted to be parked within the Eagles' Chase complex. Short term parking permission may be obtained in advance by notifying the managing agent.
7. Overnight parking of commercial trucks and motorcycles is prohibited unless parked within the confines of the Unit's garage or driveway.

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VIII SPEED LIMIT

The speed limit within the Eagles' Chase complex is **20** miles per hour. Reckless operation, excessive speed, and driving on lawn areas are prohibited.

IX PETS

1. Dogs, cats, or other typical household pets may be kept by residents. Refer to Declaration (Article III,B,4) other animals of any kind may not be kept or bred in any Unit. (The type and number of pets is governed by City of Akron statutes).
2. All pets must be hand-leashed and under control of a responsible person 14 years or older at all times when outside the Unit.
3. Pet owners are liable for all damage caused by their pet(s) to common Condominium Property including, but not limited to, shrubs, bushes, trees, flowers, and grass.
4. Pet owners are responsible for immediate and complete cleanup of their pet's feces from Common Element.
5. Pursuant to the provisions of the Declaration, in addition to all other remedies (including the complaint process), the Board has the right to require the owner of any pet to remove that pet from the Condominium Property if circumstances arise involving that animal which affect the health, well-being, and/or safety of any or all Eagles' Chase Residents.

X TRASH REMOVAL

1. Trash, rubbish, and other items to be disposed of must be put in secured/tied bags that are to be placed in a covered container(s) and are to be placed at the end of the Unit's driveway.
2. Trash is not to be put out at the street before 7pm or dusk on the night before the scheduled collection.
3. Containers should be put away in the garage as soon as possible on the day of collection.
4. The Association pays for weekly trash removal for two (2) containers per Unit. Any additional trash or door pickup will be billed to the Unit Owner and must be arranged for through the managing agent.

XI FEEDING OF WILDLIFE

Outdoor feeding of wildlife such as geese, ducks, birds, raccoons, squirrels, etc. is prohibited as it has led to costly invasion of Units' interiors by these animals that are searching for more food. Food placed on the ground around Units and retention basins is also prohibited as it attracts rodents and creates an unsightly appearance.

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XII SALE OF UNIT

1. All Unit Owners are to notify the managing agent when their Unit is put up for sale.
2. After a Unit is sold, the seller or his/her real estate agent is to call the managing agent to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
3. The seller is responsible for providing the buyer with:
 - a. copy of the Declaration and Bylaws;
 - b. copy of the Rules and Regulations handbook;
 - c. pool/clubhouse key;
 - d. Unit access key and garage door opener;

Replacement of any of the above would be at the seller's expense.

XIII LEASING OF UNIT

1. All Unit Owners must notify the managing agent when their Unit is going to be leased.
2. Unit is not to be leased for transient or hotel purposes or for periods of less than six (6) months. Refer to Declarations (Article III, B,10).
3. Prior to tenant move-in, the Unit Owner is to provide managing agent with a copy of the lease, and the full name and phone numbers of all tenants. This will enable the managing agent to acknowledge service requests, answer questions/concerns, and deal with any problems that may arise.
4. Unit Owner is to make the tenants aware of the Association's Rules and Regulations and provide them a copy of this handbook.
5. Unit Owner is responsible for tenant violations of the Declaration, Bylaws, and Rules and Regulations and all damages resulting from their tenant's violation of the rules.
6. The lease agreement must contain a clause making it subject to the covenants and restrictions in the Eagles' Chase Declaration, Bylaws and the Association's Rules and Regulations.
7. Maintenance fees continue to be the responsibility of the Unit Owner.

XIV VACANT UNIT

1. If the resident is no longer residing in the Unit or is absent from the Unit for more than two weeks at a time, an alternate address and phone number must be provided to the managing agent for emergency purposes.
2. Whether the Unit is vacant or is temporarily unoccupied for any length of time, the temperature within the Unit should always be set above 50 degrees to prevent freezing pipes and water damage to the Unit, neighboring Units, and the Common Element.

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XV SWIMMING POOL (Revised 4/17/2019)

1. Daily pool hours are 9am until 9pm from Memorial Day weekend through Labor Day weekend. Those in the pool or on the deck before or after those hours will be considered trespassers and subject to legal action.
2. The swimming pool and its concrete deck are only for use by residents and a reasonable number of their guests per each pool visitation.
3. Guests are to be accompanied at all times by the resident. Those using the pool or deck area without the resident host being present will be asked to leave the pool area as are considered trespassers and subject to legal action. Residents are responsible for the conduct of their guests and their compliance with pool rules. Cost for any damages or repairs due to actions of guest will be charged to the unit owner.
4. Those under the age of 14 must be accompanied by an adult 18 years of age or older.
5. There is no lifeguard, swimming is at swimmer's own risk. Diving is prohibited.
6. Running, pushing, throwing of any objects, and unnecessary splashing are prohibited in the pool and on the deck.
7. For safety reasons, rafts and other large pool items are prohibited in the pool.
8. Swimsuits are the only apparel allowed in the pool. Incontinent persons, regardless of age, must wear waterproof pants in the pool.
9. Bicycles, scooters, skates and the like are prohibited inside the pool area.
10. Pets of any kind are prohibited inside the pool area.
11. Glass and breakable containers of any kind are prohibited in the pool and on the deck. The cost of draining the pool and power washing the deck to remove glass slivers will be charged to the unit owner.
12. Smoking of any kind is prohibited in the pool area. If you smoke outside the gate, be aware of distance to others and see to removal of butts from walkways, steps, landscaped areas.
13. Media players are to be used with headphones / earbuds.
14. Upon departure, residents and their guests are responsible for cleaning up the area they occupied and disposing of trash in the containers located around the pool deck.
15. For safety reasons and to comply with State of Ohio law, residents are to make sure gates to pool area are properly closed and locked when entering and exiting the pool area.
16. The Association has the right to deny use of the pool area and swimming to any resident or guest who does not obey the pool rules.
17. Replacement key for pool / clubhouse can be obtained from KareCondo at a cost of \$150, no exceptions.
18. Wi-Fi access is available in the pool area using the password 860Condo.

XVI RETENTION BASINS

1. Eagles' Chase has retention basins to help reduce our storm water and must be preserved. Further, the retention basins are dangerous to enter. As a result, a person or their pet may not enter the retention basin at any time.
2. Dumping, planting, seeding, or filling conducted in any retention basin area is prohibited.
3. Swimming, wading, skating, boating, fishing and any other activities in or on the retention basin are prohibited.

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XVII RECREATIONAL FACILITIES

1. The recreational facilities are only for use by residents and their guests.
2. Guests must always be accompanied by a resident. Anyone using the recreational facilities without the resident host being present will be asked to leave the area.
3. Gates are to be kept closed at all times.
4. Roller skates, scooters, skateboards, and roller blades, etc. are not permitted in the recreational facilities.
5. Glass containers are prohibited within the fenced-in area.

XVIII FENCES

Residents are not to attach flower pot holders, flower boxes, decorations, etc. to the vinyl fences by drilling holes into the posts or pickets as they are hollow and this will cause severe damage. The U. S. flag may be installed to the vinyl fence at a specific post by the managing agent. Owners are to submit a written request to managing agent to arrange for installation of the flag holder on the fence.

XIX CLUBHOUSE PARTY ROOM RENTAL

Rental of the Community Center's Party Room is limited to residents of Eagles' Chase. Residents are those people living in a Unit at the time a rental request is made. Owners of Units who lease to others are not residents. Those leasing the Units are considered the residents.

1. Reservations for the use of the Party Room must be made in advance. Contact the managing agent, KareCondo at 330-688-4900, Monday through Friday between 9am and 4:30pm to reserve a date. You will then be sent a rental package by email in a PDF form or USPS for a paper copy. A Board member will be contacted by KareCondo with your information. Return the Party Room Rental agreement filled in with your rental fee and security deposit to KareCondo, PO Box 1714, Stow, Ohio 44224.
2. There is a rental fee of \$100 due at least one month in advance of the event plus a refundable security deposit of \$150. Two checks are required from the Eagles' Chase Resident who signed the Party Room Rental Agreement. The security deposit check will be returned to the resident after the Party Room is checked by a Board member to determine there are damages to the room itself and its contents, that the room and its adjacent area have been well cleaned, and that the master key has been returned. The amount of the rental fee and security deposit is subject to change. Please make both checks payable to Eagles' Chase Condominium Owners Association.
3. The resident "pool key" will open the front doors of the Clubhouse. The key to the inner doors of the Party Room may be picked up by the resident from a Board member a day or two prior to the scheduled event if the rental fee and security deposit checks have been given to managing agent and the Party Room Rental Agreement signed. At that time the Board member will go over the Party Room Clean-Up Check List,

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Damage and Irregularities Report, Cleaning Contract and the Party Room Inventory Report as well as provide a hands-on demonstration of the use of the wrench key for the front door. The paperwork should be returned at this time.

4. The resident is responsible for the delivery and/or pick up of any equipment or furniture that may be needed in addition to that already available in the Party Room and storage area as noted on the Party Room Inventory Report. Deliveries and pickups are to be made between 9am and 4pm and the Board member informed of these dates and times and the resident must be present during these times.
5. Use of the building must be in accordance with the fire regulations of the State of Ohio. Occupancy is limited to a maximum of 112 persons.
6. Parking for guests is available in the front and both sides of the Clubhouse. There are approximately 30 parking spaces. Event guests are not to park on the grass, streets or in residents' driveways or to block drives or hydrants. There are guest parking areas on side streets for use if needed.
7. The resident who signed the Party Room Rental Agreement must be in attendance throughout the party/event.
8. Any cost to repair damages or replace a lost or destroyed item will be taken from the security deposit. If the damages are more than the \$150 security deposit, the resident will be billed the excess amount.
9. The Party Room is not to be used for any unlawful purposes or for the selling of any goods. alcoholic beverages may be sold on the premises at any time.
10. Resident host is not to make, or permit to be made, any disturbing noises, or permit any act which will interfere with the rights, comfort, or convenience of any Eagles' Chase Residents. activities outside the Party Room are allowed.
11. The swimming pool and recreational facilities are not considered part of the Clubhouse for the purposes of Party Room rental. Under no circumstances, are the resident host and guests permitted to use the swimming pool or recreational facilities when attending a party/event in the Party Room. If this should occur, the resident is subject to forfeiture of the \$150 security deposit.
12. Use of tape or tacks to attach decorations to painted surfaces is not allowed as when removed it can damage those surfaces.
13. Use of confetti and glitter is prohibited as it is very hard to get out of the carpet.
14. Cleanup after the party/event must be done by the resident host or a cleaning company that is insured and bonded. Refer to Declaration (Article XIV, C,2). Cleanup must be completed by noon the following day. The managing agent can make arrangements for a cleaning company. Tables and chairs must be returned to the storage room or there may be an extra charge by the cleaning company.
15. This is a nonsmoking facility. If a resident host allows smoking outside of the front entrance or in and around parking area, the resident host will also be responsible for picking up all dropped cigarette, cigar or chewing tobacco debris.
16. **Do not use the fireplace under any circumstance.**

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XX SOCIAL EVENTS

Social Events for the residents, which utilize the Clubhouse Party Room/kitchen/outside recreational area, require Board approval. All in-house social event requests can be submitted to the Board for approval by the resident host coordinating the event.

1. Recurring social event requests should be submitted at the beginning of the year and only require a one-time approval by the Board each year. All other in-house social event requests can be submitted for Board approval throughout the year.
2. The event coordinator should send our managing agent a notice to book the party room as an in-house/no-charge event. An in-house event would welcome all Eagles' Chase Residents. There is no rental charge for in-house events, but the room must be reserved so access can be provided and to prevent double booking of the room.
3. Board approved social events may be funded by monetary donations of attendees. If the money collected at any social event exceeds the cost, the surplus money is to be used to help fund future social events in that year. At the end of the year any surplus funds over \$20 must be used to add to the Party Room supplies.
4. All approved in-house social events will be noted on the Association's website and in the monthly newsletter along with a flyer posted at the Clubhouse in advance of the social event. Distribution of social event flyers to residents will be done by the event coordinator as they deem appropriate.
5. Party Room/outside recreational area set-up and clean-up for all Board approved in-house social events are the responsibility of the event coordinator or the resident host(s) of the social event.

XXI SIGNS

No commercial signage of any kind is to be displayed on or from any part of a Unit or in the front of the Unit with the exception of the following: Refer to Declaration (Article III,B,9)

1. One security protection sign is permitted per Unit, provided that the sign is no bigger than 10 inches in diameter and must be free standing and placed in a mulch area in front of the Unit and not attached to the Unit.
2. Decals for fire, security, oxygen, or other emergency services not exceeding 10 square inches may be placed on the interior glass surface of the Unit's windows.
3. One "Open House" sign may be placed in front of the Unit on the day of the event.

XXII DECORATIONS

1. Temporary lights and decorations are permitted in the Limited Common Element and/or building exteriors, provided that the decorations are not affixed to the structure or building exterior in such a

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manner that requires any penetration of the exterior building surfaces and the decorations do not damage or discolor Limited Common Element buildings, gutters or siding. In other words, the decorations may only be displayed on the building exterior if they are secured by suction device, ties, or other form of banding.

2. Inflatable decorations are prohibited.
3. Holiday decorations must be removed within a reasonable amount of time.

XXIII LANDSCAPING

Our Association takes pride in the landscaping appearance of our community. Our neighborhood contains naturally occurring landscaping areas such as lawns, retention basins, and shrubs, etc., as well as landscape improvements made by both the Association and individual Unit Owners surrounding the Common Element and Limited Common Element.

1. Residents are not to give work instructions to any Association service contractor working on the landscape. This is necessary to ensure the contractor performs the work in accordance with the contractual agreement.
2. All garden hoses must be neatly rolled and placed near the water spigot when not in use. Storage of garden hoses must not interfere with the regular landscape maintenance (ex. mowing). During winter months, garden hoses must be disconnected and stored inside the Units or garages.
3. Plants, shrubs, or flowers may be planted in Common Element, with prior written approval from the Board. The Unit Owner is responsible for the maintenance and upkeep of these additional plantings.
4. Unit Owner may not add, change, transplant or remove any trees, shrubs or permanent landscape material without prior written approval from the Board.
5. To ensure a uniform appearance within our community, Unit Owners/Residents must obtain written approval from the Board prior to undertaking any plantings or removal of trees, shrubs and use of landscape material such as bricks, ties, rock, etc. prior to making any changes or enhancements to their front sidewalk.
6. In the Limited Common Element flowers, shrubs, and bushes of the Unit Owner's choosing may be planted in the landscape beds inside the Unit Owner's front fence and patio area at the Unit Owner's expense. All trees planted in Limited Common Elements must have written Board approval to ensure that the type and mature size are appropriate for the location.

XXIV DOORS

Unit Owners are responsible and must have Board approval for:

1. Replacement of all outside entry doors to their Units;
2. Storm doors, garage doors, sliding glass doors;
3. Prior to the installation or replacement of any door, the specifications, including the door's color, must be approved by the Board to reasonably ensure the Association's standards for the community's uniform exterior appearance;

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4. The color of most front doors to Units in the community is white, black, maroon, or brown. Any other color must have Board approval;
5. All garage doors must be the same as the original style and color that matches the exterior trim;
6. Sliding glass door frames must be white;
7. Storm doors must be full view glass or screens, or self-storing screens;
8. Storm doors must be installed to the wood frame of the front door and not to an exterior building surface such as brick or siding.

XXV WINDOWS

1. Unit Owners are responsible for maintenance, repair, and replacement of all Unit windows.
2. Replacement windows must contain horizontal and vertical white window grids on each glass pane (upper and lower panes) and must have Board approval prior to installation.

XXVI PATIOS/DECKS

Residents are responsible for the cleaning and maintenance of their patios, porches and decks, including snow removal.

XXVII FLAGS

1. Unit Owners may install a flag pole on the exterior of their Unit in the Limited Common Element. It is not to exceed the roof line and the U.S. flag can be no larger than 3 feet by 5 feet and not be attached to the siding.
2. All flag holders must be white and the pole may be no longer than five feet in length. Free standing flag poles are prohibited. The installation of all flag poles must be approved by the Board prior to installation.
3. Flags must not be installed where they could obstruct a sidewalk, roadway or visibility on the roadway. Unit Owners may install a garden flag in the landscaping beds adjacent to the Unit. These flags may be no larger than 12.5 inches by 18 inches.
4. The U.S. flag may be installed to the vinyl fence at a specific post by the managing agent by submitting a written request to arrange the installation of the flag holder to the fence per the specifications of the Board. This would be at the owner's expense.

XXVIII ESTATE / TAG SALES

1. An Estate Sale Application (available from the managing agent office) is required in order to obtain approval from the Board for an Estate Sale ("tag sale") to dispose of the majority of personal property

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owned by a Unit Owner who is deceased or will be moving from our community. The completed application must be returned to managing agent at least ten (10) business days prior to the requested first day of the estate sale.

2. A refundable deposit of \$150 is required for **each** day of the sale to ensure that any parking violation fines will be paid. Parking fines may include the following: \$100 for parking in front of mailboxes on mail delivery days; \$25 for parking at neighboring driveways; \$25 for parking on grassy area.
3. Unit Owner or representative is responsible for all damages to the grounds and Common Element by persons attending the sale. The Unit Owner is responsible for **Parking** signs that must be posted on sale days to keep damages to a minimum. These can be obtained from a Board member. The cost to repair any damages will be billed to the Unit Owner. This is in addition to any parking fines.
4. Unit Owner or representative is responsible for hiring an off-duty police officer or private security officer to control parking and traffic during sale hours.
5. Unit Owner or representative is also responsible for assuring that persons attending the sale do not park in front of mailboxes on mail delivery days, neighboring driveways, grassy areas, and fire hydrants and that a clear path remains open for traffic. Violations of the parking regulations on each day of the sale are subject to fines as outlined in item 2.
6. Garage, yard and patio sales are prohibited.
7. A Board member may be designated to observe the estate sale area on sale days to verify that parking regulations have been obeyed and /or to note violations of the regulations which will then be subject to fines.

XXIX SATELLITE DISHES, DE-ICING CABLES, SECURITY DEVICES, HIGH EFFICIENCY FURNACE AND A/C, IMPROVEMENTS AND MODIFICATIONS AND REMOVAL POLICY.

1. Satellite Dishes:

- a. Dishes must be installed in compliance with local building and safety codes in accordance with the manufacturer's instructions and must not damage or impair the Common or Limited Common Element. There will be a minimum of exposed wiring on the exterior of the Unit, which will be buried in the ground (if applicable) and will enter the unit at the point closest to the installation location of the dish.
- b. In accordance with the FCC's Over-the Air Reception Devices Rule, Unit Owners/Residents may install a satellite dish on the portion of the Condominium Property that they own (i.e. their Unit) or that is designated for their exclusive use (i.e. patio area). Installation in or on the Common Elements is prohibited.
- c. The Unit Owner is to provide the managing agent and Board with written notice prior to installing a satellite dish.
- d. Unless a quality signal cannot be obtained, the satellite dish must not be visible from the street. Satellite dishes are also not permitted to be attached to the Unit's roof, chimney or siding, and the height must not exceed the Unit roof line. Dishes will be no larger than necessary for reception of an acceptable quality signal.

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- e. Unit Owners are exclusively responsible for all maintenance costs and the removal of their dishes and for any related materials, including screening materials, structures or other items associated with or appurtenant to the dish, for the repair of all damage to any Condominium Property (including, but not limited to, all Common Elements and Limited Common Elements) caused by the installation, maintenance, or removal of their dish. Unit Owners have 72 hours to remove or repair a dish if it becomes detached from the installation base. The Association may remove the dish at the Unit Owners expense after 72 hours, or at any time if the detachment threatens the safety of persons or property.
- f. Upon sale or other transfer of the Unit, dishes must be removed and the Condominium Property restored to its original condition.

2. De-icing Cables:

The following are the basic requirements for properly installing electrical power for de-icing cables in gutters. Unit Owner must have written approval from the Board prior to installation. In addition to the requirements below, the Board strongly recommends marking the breaker and installing a control switch for the system.

Electrical power for de-icing cables must:

- a. Be mounted in the gutters and down spouts and not on roofs;
- b. Have a dedicated 20-amp circuit;
- c. Be equipped with GFCI protection, either at the circuit breaker or the receptacle the cable plugs into;
- d. Have an exterior grade box mounted within reach of de-icing cables;
- e. Be installed in a water resistant exterior grade receptacle;
- f. Have in-use covers to protect receptacles from weather while cables are plugged in;
- g. Be installed with a license number and Summit County permit for this work;
- h. Be responsible for the costs of the power source for the cables;
- i. Be done by a licensed electrician.

3. Security Devices:

Prior written Board approval is required for Unit Owners to install security cameras on their Unit exterior, the Limited Common Elements, or the Common Elements. Security cameras are prohibited to be installed in/on a portion of the Condominium Property that is appurtenant to or exclusively serving another Unit. Unit Owners are further not permitted to use a security camera for any other purpose than to video the Common Elements or Limited Common Elements appurtenant to the Owner's Unit and are prohibited from using a security camera to invade another Resident's privacy.

4. Hi-Efficiency Furnaces and/or A/C:

- a. Hi-efficiency furnaces and/or A/C need no approval from the Board, but venting and size does.
- b. The A/C must fit on the existing A/C pad. If A/C pad is located in view of any street or neighbor, it must be replaced with an A/C unit that is of same size as the original. If a larger A/C unit/pad is

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needed, the Unit Owner must get written Board approval before installation. Dimensions of new A/C unit will be needed for Board approval and location of A/C unit may need to be changed.

- c. Hi-efficiency furnace vent placement must be with prior, written Board approval. The vents become the responsibility of Unit Owner, which includes any roofing, siding or Common Element damages from the acidic condensation produced from the hi-efficiency furnace.

5. Additional Improvements and Modifications:

All improvement or modification requests must be submitted to the Board, in writing. Approval must be received prior to any work being performed. The procedural guidelines for all other exterior modifications are as follows:

- a. Additions, alterations, or improvements to any Unit exterior or portion of the Common Elements or Limited Common Elements are prohibited without prior, written approval from the Board.
- b. Any improvement performed by Unit Owners on the outside of the Unit without written approval from the Board, may be subject to immediate removal, by the Association at the violating Unit Owner's expense

REMOVAL POLICY

Should any damages occur to Common Element or Limited Common Elements or the exterior of the Unit during installation and/or removal of the de-icing cables, satellite dish, security cameras, high efficiency furnace, A/C, or other improvements or modifications, it is the responsibility of the Unit Owner. Any improvement or modifications done without written Board approval may be removed at the Unit Owner's expense.

XXX OHIO GRILLING LAW

In accordance with the Ohio Fire Code, charcoal burners, gas grills, fire pits or any other type of open-flame devices are prohibited to be used within ten (10) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code should be reported to the Akron Fire Department at the non-emergency phone number of 330-375-2211.

XXXI LATE FEES

The Association's late fee policy is comprised of two components.

1. A \$25 late fee is charged for any maintenance or assessment fee that is received by the managing agent after the 10th of the month in which the payment is due.

XXXII COMPLAINT PROCEDURES

1. A Unit Owner's complaint against another Unit Owner/tenant who is violating the Association's Rules and Regulations is to be submitted in writing to the managing agent and must contain the signature of the Unit Owner filing the complaint.

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2. Managing agent will, in most instances, contact the violator (Unit Owner/tenant) in writing after receipt of a complaint, relating the nature of the complaint and quoting the specific rule/regulation that was violated. A reasonable effort is made to gain the violator's agreement to cease the infraction.
3. If reasonable efforts to gain compliance are unsuccessful, the violator (Unit Owner/tenant) will be subject to a sanction in accordance with the penalty provisions specified (refer to XXXIII).

XXXIII ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATIONS

1. The entire cost of effectuating a legal remedy to abate rule violations, including attorney fees and court cost, will be added to the account of the violating Unit Owner.
2. Unit Owner is responsible for any violations of the Declaration, Bylaws, and Rules and Regulations by themselves, guest or tenant.
3. A rule violation that, by the determination of the Board, affects the rights of other Unit Owners and/or their property may result in immediate legal action.
4. In accordance with the procedure outlined in Item 6 below, an assessment of up to, but not exceeding, \$50 per occurrence may be levied by the Association's Board.
5. In addition, all costs for cleaning and/or repairs that may stem from the violation of the Rules and Regulations will be added to the assessments.
6. Prior to imposing an assessment for a rule's violation, the following procedures will be followed:
 - a. A written notice to stop the violation will be served by the managing agent upon the Unit Owner. This notice will contain: 1) details of the alleged violation; 2) the action required to stop the alleged violation; 3) a time frame during which the alleged violation may be stopped without the imposition of any assessment.
 - b. If the same rule is violated again after the time period set above, or during the following twelve (12) months, the managing agent will serve the Unit Owner with written notice of a hearing to be held by the Board. This notice will contain: 1) the nature of the violation; 2) the time and place of the hearing; 3) a request for the Unit Owner to attend the hearing and supply any statement of evidence on his/her behalf; 4) the Board has a right to impose a \$50 assessment per violation occurrence.
 - c. At the hearing, the Board and the alleged violator(s) have the right to present any evidence. The hearing will be held in executive session and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment will become part of the hearing minutes. The assessment will only be imposed by a majority vote of the members of the Board present at the hearing. If the Unit Owner brings legal counsel to a hearing, it would require the Association to have legal counsel present at alleged violator(s) expense.

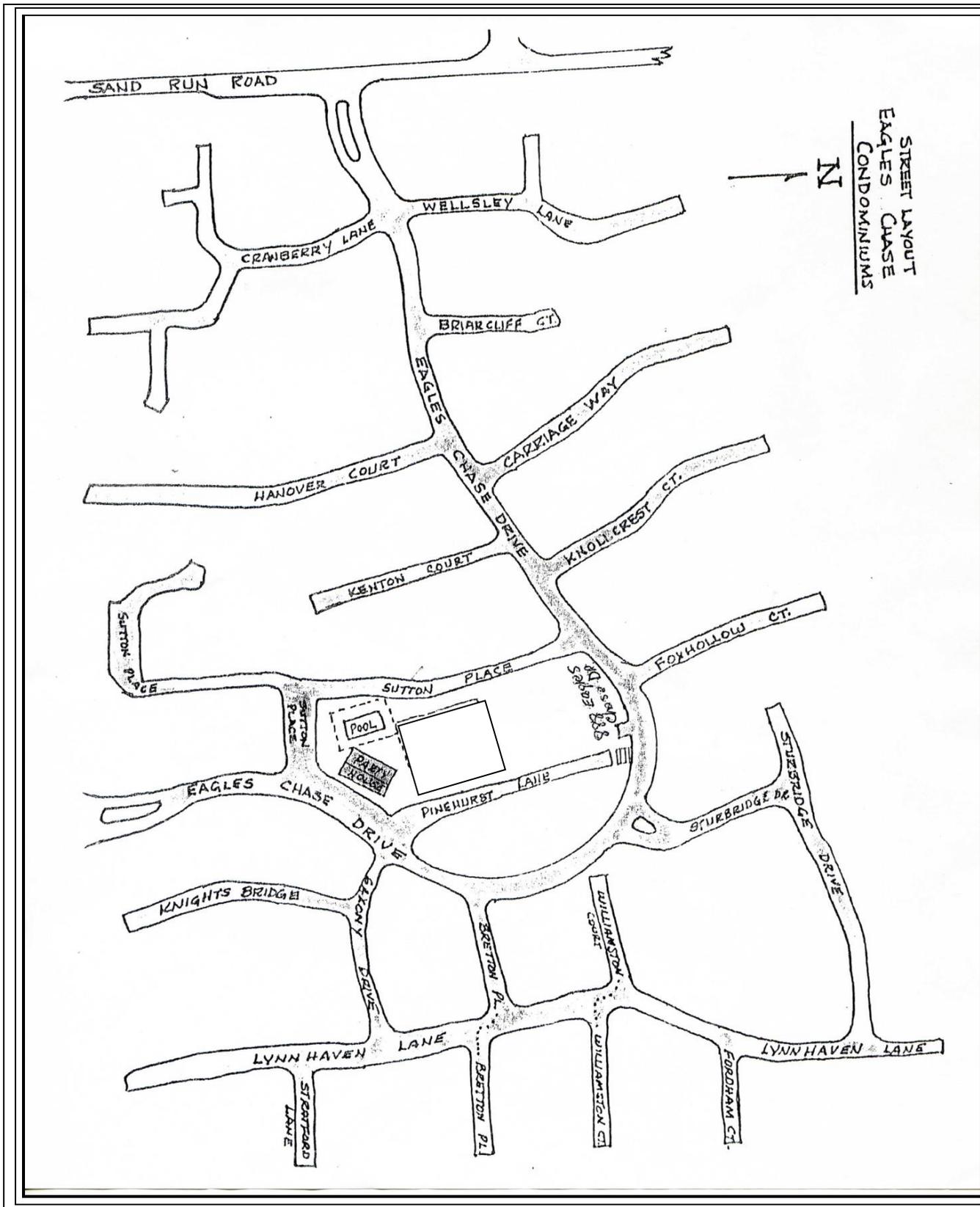
XXXIV LOSS OF RECREATIONAL AND VOTING PRIVILEGES

Any Unit Owner whose maintenance fee or assessment account is two payments in arrears will have his/her Eagles' Chase recreational and voting privileges revoked until the account is current. The

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recreational revocation comprises use of the pool and recreational facilities as well as rental of the Party Room. Before these actions are invoked, the Unit Owner will be given written notice that he/she has two weeks to bring his/her account current.

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EAGLES CHASE CONDOMINIUM OWNERS ASSOCIATION, INC.

C/O



Records Request Policy Form

Instructions: This request form must be completed by any Owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster or other Association documents. A minimum of five (5) business days is needed to process a request. If there is a question with any request, the owner shall be notified within a reasonable amount of time of the reason for any delay.

The Association requires that the Owner provide the reason for each record requested and the intended purpose of the request to protect the 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.

Inspections of the Association's records shall take place during normal business hours at the following:

KareCondo – 1742 Georgetown Rd, Suite H, Hudson, OH 44236

Copying charges shall be \$0.20 per page and a minimum clerical fee of \$ 20.00 for the copying of pages 1 through 50 plus an additional clerical fee of \$ 20.00 for every increment of 50 pages copied thereafter. The actual cost of all mailing charges will also be the owner's responsibility. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. You, the Owner, agree to pay \$ 20.00 per hour, in quarter hour increments, for staff attendance at the records inspection. All inspection, copying and mailing charges will be assessed to the Unit Owner's account and/or paid in advance, as the Board shall determine.

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

OWNER'S NAME: _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER(S): _____

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 as stated below. I agree to indemnify, defend, and hold the EAGLES CHASE condominium owners' Association, its Board Members, and its Managing Agent, and their respective 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 or paid in advance, as directed by the Board.

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

EAGLES CHASE CONDOMINIUM OWNERS ASSOCIATION, INC.

C/O



Records Request Policy Form

Please list the Association records you wish to inspect. In addition, for each of the records listed, please provide the reason and purpose for the inspection request. If additional room is needed, please attach a sheet hereto:

RECORD REQUESTED

REASON AND PURPOSE OF REQUEST

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Preferred inspection dates and time: _____

Do you anticipate making copies of any records to be inspected? Yes No

If you prefer, receipt of copies of the records listed above via regular U.S. Mail to an actual inspection, please check here: .

Requests for mailed copies of records will be filled within SEVEN (7) business days of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$25.00, do you wish to receive a total estimate of the charges before receiving the requested records?

Yes No