

# Eagles' Chase Condominium Owners' Association



Handbook of Rules,  
Regulations & Information

## **WELCOME**

Welcome to Eagles' Chase Condominium Owners' Association (Eagles' Chase). On behalf of the Association, we hope you will enjoy your home in this great community.

Our objective is to maintain Eagles' Chase as an enjoyable, secure place to live. In order to accomplish this, we have established a set of Rules and Regulations that pertain specifically to living at Eagles' Chase in a condominium atmosphere. These are common sense rules that take into consideration the health, safety and comfort of all Occupants. We hope you will find them reasonable and that you will cooperate by upholding them. The Association's Declaration of Condominium Ownership and Bylaws (as amended) give the Board of Directors the authority to create and enforce these Rules and Regulations.

Please keep this rulebook handy and refer to it when necessary. A copy of the Handbook of Rules, Regulations & Information may be downloaded from our website at [www.eagleschasecondos.com](http://www.eagleschasecondos.com). We ask that you familiarize yourself with these rules. If something arises that shall not be covered in this handbook, please do not hesitate to contact the Management Company for assistance.

Sincerely,

Board of Directors  
Eagles' Chase Condominium Owners' Association

## **CHANNELS OF COMMUNICATION**

The Board of Directors consists of seven (7) individual Unit Owners who are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's regular meetings, which are typically held monthly.

In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications with Unit Owners, Occupants, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter in writing, via USPS or email, to the Management Company. In case of an emergency (such as a fire), you should contact the Akron Fire/Police Departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters. The only exception is that you should send a letter directly to the Board concerning any problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to ensure that your concerns and questions are properly addressed, answered and documented.

## TABLE OF CONTENTS

INTRODUCTION	4
I. ENVIRONMENT OF COMMON ELEMENTS	5
A. GENERAL	5
B. LIMITED COMMON ELEMENT	6
C. SOLICITATIONS	6
II. UNIT RESTRICTIONS	6
A. GENERAL	6
B. AMERICAN FLAGS	7
III. MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES	7
A. UNIT OWNER RESPONSIBILITIES	7
B. ASSOCIATION RESPONSIBILITIES	8
IV. PARKING AND MOTOR VEHICLES	9
V. PETS	10
VI. SECURITY	10
VII. CONTRACTED SERVICES	10
A. RUBBISH REMOVAL	10
B. LANDSCAPING SERVICE	11
C. EXTERMINATING SERVICE	11
D. OTHER SERVICES	11
VIII. SWIMMING POOL	12
IX. CLUBHOUSE PARTY ROOM RENTALS	13
X. SOCIAL EVENTS	15
XI. BUILDING GUIDELINES	15
A. GENERAL GUIDELINES	15
B. SATELLITE DISHES	16
C. DE-ICING CABLES	17
D. HIGH EFFICIENCY FURNANCES AND/OR A/C	17
E. SECURITY CAMERAS	17
F. HOT TUBS	18
G. DETACHED BUILDINGS	18
H. DOORS	18
I. WINDOWS	18
J. DECORATIVE ADDITIONS	18
K. ADDITIONAL LANDSCAPING	19
L. ADDITIONAL IMPROVEMENTS AND MODIFICATIONS	19
XII. SELLING OR LEASING UNITS	20
A. SELLING A UNIT	20
B. LEASING OF UNITS	20
C. ESTATE / TAG SALES	20
XIII. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTIONS	21
XIV. COMPLAINT PROCEDURE	22
XV. ENFORCEMENT PROCEDURES AND PENALTIES	22
XVI. RECORDS REQUEST POLICY	23
REQUEST TO INSPECT RECORDS FORM	25
IMPORTANT PHONE NUMBERS	26
OWNER/OCCUPANT INFORMATION FORM	27

## INTRODUCTION

Eagles' Chase is situated on approximately 38 acres of beautifully landscaped grounds. There are 186 Condominium Units located in 55 buildings in addition to a pool and Clubhouse.

Eagles' Chase is located in the City of Akron. The Condominium Property uses the services of the Akron Police and Fire Departments as well as the Fairlawn branch of the U.S. Postal Service. Roads within the Condominium Property are private and are maintained by the Association.

As a private condominium association, we are governed by our own Declaration and Bylaws. We elect our Board of Directors, which is comprised of seven Unit Owners, who serve without compensation, for a term of three (3) years with no term limitations. Following an election at the Annual Membership Meeting, the Board elects from among itself the following officers: President, Vice-President, Secretary, Treasurer and Members at Large. The Board manages Association business on behalf of all Unit Owners.

The Annual Membership Meeting of the Unit Owners which includes the election of Board members is held in December each year in the Clubhouse. Regularly scheduled board meetings are held monthly throughout the year at the Clubhouse on the third Wednesday of the month. Unit Owners wishing to attend open board meetings are welcome.

Understandably, there can be confusion about how much freedom Unit Owners have to make changes to their units. As a broad-brush statement, Unit Owners cannot change, add or delete any exterior construction, paint/stain color, decoration or landscaping without prior written approval of the Board. If you have any questions or concerns, please call the Management Company for interpretation or assistance (see *Important Phone Numbers* on page 26 for contact info).

The Rules & Regulations covered in this handbook are in addition to those contained in the Declaration of Condominium Ownership and the Bylaws of Eagles' Chase Condominium, recorded in Volume 6565, Page 1-110 *et. seq.* of the Summit County Records. Copies of the Declaration and Bylaws may be obtained from either the Summit County Recorder or the Management Company. There is a nominal fee for hardcopies, while PDF files may be obtained at no charge via email through the Management Company or online via the website for the Association ([www.eagleschasecondos.com](http://www.eagleschasecondos.com)) or the Summit County Fiscal Office (<http://fiscaloffice.summitoh.net>).

In the event of any difference between these rules and those in the Declaration and Bylaws, the Declaration and Bylaws will control. All governing documents are superseded by the laws of the City of Akron. Laws and governance are applied in the following manner:

1. Laws of the Federal Government
2. Laws of the State of Ohio
3. Laws of The City of Akron
4. Declaration and Bylaws
5. Rules and Regulations

The following terms are often used in this handbook:

- **Common Elements and Facilities** – All of the Condominium Property except the Units and the Limited Common Elements (see Article VI, A in the Declaration for specific definition).
- **Limited Common Elements** – Those parts of the Common Element reserved for the use of a certain Unit or Units to the exclusion of the other Units (see Article VI, B in the Declaration of Condominium Ownership for specific definition).
- **Unit Owner** – Person(s) or the entity(ies) that own(s) title to a Unit.
- **Occupant** – Person(s) currently residing in a Unit within the Association.

## I. ENVIRONMENT OF COMMON ELEMENTS

### A. GENERAL

1. The Common Elements are for the use and enjoyment of all Eagles' Chase Unit Owners/Occupants (except those stipulated as Limited Common Elements). Therefore, everyone is required to be considerate in his or her use of these elements.
  - a) For safety reasons, no one is allowed around or in any retention basin.
2. Riding bicycles, or roller blades or the like, on grassed Common Elements is prohibited.
3. Littering is prohibited on Common or Limited Common Elements.
4. Unit Owners will be held responsible for any damage caused by Occupants and their guests. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner.
5. Unit Owners/Occupants shall not change, add or remove any foliage or trees planted by the Association without prior written consent of the Board of Directors.
6. Nothing shall be stored in the Common Elements. Any items unattended in the Common Elements may be removed and stored at the Unit Owner's expense. Neither the Association nor the Association's service contractor(s) will be held responsible for maintenance, repair or replacement of personal property left in Common Elements.
7. Noise that constitutes a nuisance or causes a disturbance to others within the Common Element is prohibited.
8. Occupants shall not give work instructions to any service contractor (e.g. landscaper, snowplow, etc.). Each Unit Owner shall report to the Management Company the need for any repairs of the Common Elements that are the obligation of the Association to maintain.
9. Signs of any type are prohibited on any part of the Common Element except:
  - a) Real estate "Open House" signs may be displayed during the hours of the actual Open House but not prior to noon or later than 6:00 p.m. of that same day.
  - b) Two security signs not exceeding 1' by 1' in size for use in front and/or back of Unit.
10. Any type of private sale that draws traffic to the Common Element is prohibited.
11. Professionally conducted estate sales require prior written approval of the Board.
12. Feeding of wildlife is prohibited.
13. Vehicle repairs are prohibited on the Common or Limited Common Elements.
14. Unit Owners are responsible for any fluid leaks and spills on the Common Element, which must be cleaned immediately by Unit Owners, Occupants or guests.
15. Mailboxes and structures are furnished by the Association. If repairs or replacements are required, contact the Management Company.

**B. LIMITED COMMON ELEMENTS**

1. The Association is responsible for the maintenance, repair and replacement of the Limited Common Elements.
2. Unit Owners are responsible to keep their Limited Common Element clean.
3. Planting flowers of an annual variety in the Limited Common Element is encouraged and must be maintained by the Unit Owner/Occupant. Planting or removal of perennials, trees, deciduous shrubs or expansion of flowerbed areas must have the prior written approval of the Board. Vegetable gardens are prohibited.
4. Clotheslines are prohibited.
5. Patio, porch or lawn furniture is permitted on the surface of a deck or within the bounds of the patio area only. Firewood may be kept in a garage or the patio/deck area where it is out of view and should not be kept against the structure.
6. In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other types of open-flame devices are prohibited from being 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 (330-375-2211).
7. Gas grills and propane tanks are prohibited to be stored in the garage or Condominium Unit per the Akron Fire Safety Codes.

**C. SOLICITATIONS**

Solicitations of any kind are prohibited. Solicitors should be asked to leave the Common Elements immediately. "No Solicitation" signs are posted at the entrances of the Condominium Property and violators should be reported to the Akron Police Department at the non-emergency phone number (330-375-2552).

**II. UNIT RESTRICTIONS**

Additions, modifications, replacements or alterations of any nature to the exterior of the Unit (including the garage door and enclosed patio areas) are prohibited, without the prior written approval of the Board.

**A. GENERAL**

1. Requests for changes to the Common Element or Limited Common Elements must be submitted in writing to the Management Company and such changes shall not be initiated without prior written approval from the Board of Directors.
2. Fences are to be maintained, repaired and replaced by the Association unless damaged by the Unit Owner, Occupant or guests.
3. Broken windows, torn screens or damaged front doors must be repaired immediately by the Unit Owner at his/her own expense.
4. All garage doors must be kept closed, except during ingress, egress or while the Unit Owner/Occupant is present.

5. Operating a business that promotes traffic, parking and clients in and out of a Unit is prohibited.
6. Each Unit shall only be used as a residence for one single family. "Family" or "Single Family" shall refer to one natural person or two or more natural persons living together, each of whom are related to each other by blood, marriage, legal custody or adoption or not more than two persons who are not related to each other by blood or adoption who reside together as a single housekeeping unit along with their children, if any. "Family" is defined in this matter for the purpose of regulating occupancy of Units and is distinct from the term "immediate family."

#### **B. AMERICAN FLAGS**

1. One standard sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Elements on a pole attached to only the wood trim or fence post. Damage to the fence post would be the Unit Owner's responsibility.
2. The flag must be made of nylon, polyester or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The installation of a freestanding flagpole in the ground is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
6. A flag left up after sundown must be lit. Prior Board approval is required before the installation of such lighting.

### **III. MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES**

Requests for maintenance, repair or replacement of the Common Element should be reported to Management Company or, in a true afterhours emergency, the 24/7 emergency line should be utilized. These items are defined in the Declaration of Condominium Ownership and/or Bylaws as amended. Other maintenance and repair items are the responsibility of the Unit Owner. Some of these items are listed below to assist you in your personal maintenance scheduling.

#### **A. UNIT OWNER RESPONSIBILITIES**

1. All door replacements, painting/staining of doors, sliding glass doors, door screens, storm doors, outdoor light fixtures, hardware and light bulbs serving only that Unit.
2. Window replacement, window sashes, window screens and porch screens.
3. Interior of Unit (including the basement). However, the ceiling and attic spaces are Common Element and the responsibility of the Association. Storage of personal items in attics is prohibited.
4. All electrical fixtures, utility pipes, conduits and plumbing lines located within each Unit or Limited Common Elements designated for the use of such Unit.
5. All heating, cooling and ventilation equipment, including the concrete pads for air conditioning compressor units.
6. Utilities separately metered for the Unit and utility service lines exclusive to the Unit and

within the bounds of the Unit.

7. Maintenance of any/all plantings installed by the Unit Owner/Occupant.
8. Exterior water faucets and electrical outlets serving the Unit.
9. Any Board approved exterior modification by the Unit Owner.
10. Garage door replacement, including mechanisms, tracks, springs, cables, locks, seals and automatic door openers.
11. Winterization of exterior and garage faucets serving that Unit.
12. Each Occupant must have his or her own condominium insurance coverage as defined by the Declaration. The Association carries insurance in accordance with the Declaration. Unit Owners are responsible for all personal contents and liability within their Units. Only the Board may file claims against the master insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's insurance agent. Please contact the Management Company for the name and telephone number of the Association's insurance agent.

**B. ASSOCIATION RESPONSIBILITIES**

The Association shall be responsible for the reasonable maintenance of the following:

1. Building roof
2. Ceiling, attics and skylights
3. Vinyl, stucco, siding and trim
4. Gutters and downspouts
5. Exterior foundations
6. Roadways, driveways, sidewalks and guest parking areas
7. Landscaping, grass cutting, fertilization and re-seeding of lawns in Common Elements.
8. Exterior painting/staining and caulking of buildings in Common Elements
9. Care and maintenance of trees in Common Elements
10. Electric and lighting in Common Elements
11. Maintenance and repair of fences
12. Retaining walls in Common Elements
13. Insurance of Common Elements
14. Maintenance of all retention basins
15. Rubbish removal service
16. Street signs
17. Care and maintenance of Pool and Clubhouse
18. Snow removal on streets, guest parking, driveways and sidewalks

These are only *some* of the items listed in your documents. You must read both the Bylaws of the Association and the Declaration of Condominium Ownership for specific details, since these documents prevail.

#### **IV. PARKING AND MOTOR VEHICLES**

The Declaration of Condominium Ownership and Bylaws should be read by all Unit Owners. Together, they fully explain the operation, maintenance and finances of your Association. We have taken the following rules and information from these documents to assist you in maintaining your individual Unit:

- A.** The speed limit is 20 MPH.
- B.** The garage must be used as the primary parking space for each Unit's vehicle(s). Secondary space is the driveway in front of the Unit's garage.
- C.** Parking of vehicles at vacant units is prohibited without prior written authorization from that Unit Owner.
- D.** All vehicles within the Common Elements must bear current license tags. Any stored, abandoned or disabled vehicle that is left for a period of 72 hours or more may be towed at the vehicle owner's expense in addition to any other remedies.
- E.** On-street parking is prohibited for the routine storage of vehicles or routine/repetitive overnight parking.
- F.** Unit Owners are not permitted to park in designated guest parking areas. Guest parking areas are reserved for the guests of Eagles' Chase Unit Owners/Occupants on a first come, first serve basis.
- G.** Parking vehicles of any kind on the grass is prohibited.
- H.** The following vehicles are prohibited from being parked within the Common Elements:
  - 1.** Vans or trucks in excess of 3/4 ton capacity
  - 2.** Buses
  - 3.** Boats or boat trailers
  - 4.** Campers or camper trailers
  - 5.** Mobile and/or motorized homes and van conversions
- I.** Vehicles that are licensed, signed, used, painted or otherwise identified for commercial purposes must be parked within the confines of a garage, unless providing temporary service to a Unit or the Association.
- J.** Motorcycles, mopeds, snowmobiles, jet skis and bicycles must be parked within the confines of a garage.
- K.** Vehicles found in violation of the Rules and Regulations may be towed at the vehicle owner's expense, in addition to any other penalty assessments that may be imposed.
- L.** Storage of materials in a garage must not prevent the garage from being used as primary parking.
- M.** Vehicles shall not obstruct the Clubhouse pedestrian walkways.

- N. Unit Owners requiring guest parking in excess of 72 hours should register the guest vehicle with the Management Company.

## **V. PETS**

- A. At all times, pets must be hand-leashed and in the owner's control when outside of a Unit.
- B. No pet shall be tied or housed on Common or Limited Common Elements at any time. Pets shall not be housed in enclosed patio areas.
- C. Pet owners are responsible for the immediate and complete removal of feces dropped by their pets. Pet feces must be disposed of in a proper and sanitary manner. Pet waste containers must be kept in the confines of the Unit/garage at all times.
- D. Pet owners will be held liable for any and all damages caused by their pets to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
- E. Except for dogs, cats and other household pets, no animals shall be raised or kept in any Unit or in the Common or Limited Common Elements. Breeding of animals is not permissible.
- F. The Board has the right to require the owner of any pet to permanently remove such pet from the Condominium Property upon three (3) days' written notice if the pet creates a nuisance, presents a safety hazard to any Occupant or causes an unreasonable disturbance. Nuisance may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside. Unreasonable disturbance is defined, but not limited to excessive barking. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently and without recourse, remove such pet from the Unit and from the Condominium Property.

## **VI. SECURITY**

Security is one of the major concerns of all Occupants. Your cooperation is greatly appreciated in complying with the following rules:

- A. Report any suspicious person(s) or unusual activities immediately to the Akron Police Department and then to the Management Company.
- B. Keep garage doors closed at all times when the garage is unattended.
- C. Report any thefts to the Akron Police Department and then to the Management Company.
- D. Notify your neighbor(s) and Management Company when you will be away for extended periods of time.
- E. Installation of cameras within the Common Elements and/or attached to structures/Units requires Board approval.

## **VII. CONTRACTED SERVICES**

### **A. RUBBISH REMOVAL**

1. With the exception of any applicable charges for large items, rubbish removal is paid for by the Association. Please contact the Management Company to schedule a large-item pickup or if you are in doubt as far as what qualifies as a large item.
2. Rubbish container must be placed at the end of the drive for pickup no earlier than 5:00 p.m. the day before. Rubbish pickup is currently on Fridays; subject to change.

3. The rubbish container must be returned to the interior of the Unit/garage before 9:00 p.m. on pickup day. Rubbish containers must be kept within the confines of the Unit/garage at all other times. If you cannot observe these time limits, please arrange with your neighbors in order to comply.

#### **B. LANDSCAPING SERVICE**

1. Landscaping services are contracted on a yearly basis. The contracted services include, but are not limited to, the following:
  - a. Regular grass and lawn maintenance including, but not limited to, cutting, weeding and fertilizing of Common Elements
  - b. Care and maintenance of all Common Element trees including pruning, fertilization and dead tree removal
  - c. Care of Common Element shrub and shrub beds
2. Unit Owners or Occupants shall not give work instructions to any landscaper or employee. If there is need for additional work, such as the removal of a dead tree, the Unit Owner must call the Management Company and report the need for such work. Any expense arising from additional work performed as the result of direct instructions from an Occupant to the landscaper without Board or Management Company approval will be charged to that Unit Owner.

#### **C. EXTERMINATING SERVICE**

1. The Association will provide exterior exterminating services as a courtesy on an as needed basis only, funds prevailing. Exterminating services by the Association is not required by the Declaration.
2. Unit Owners are responsible for interior extermination services which include critters that may have made their way into the cavity of the exterior walls.

#### **D. OTHER SERVICES**

1. Other services provided by the Association include, but are not limited to, the following:
  - a. Exterior Painting
  - b. Concrete and Asphalt repairs (e.g., sidewalks, walkways and roads)
  - c. Building and maintenance repair
  - d. Gutter cleaning
2. As a Unit Owner, if you need service inside your Unit, you may arrange for such service directly with a vendor of your choice. Be sure the cost and extent of service are specified as neither the Association nor the Management Company will assume any responsibility for said service, its quality or cost.
3. If work must be completed by necessity on an individual Unit consisting of areas that are the responsibility of both the Association AND that Unit Owner, contractor(s) will invoice each party respectively. The Association, at its discretion, may order any work to be performed. If the Unit Owner fails to pay their portion of the work directly to the contractor,

the Association may pay on behalf of the Unit Owner and apply such costs to the Unit Owner's account.

## **VIII. SWIMMING POOL**

- A.** The pool is open daily from 9:00 a.m. to 9:00 p.m. 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.
- B.** Use of pool area is to be by Unit Owners, Occupants and their guests only. Unit Owners and Occupants may bring no more than six (6) guests per unit at a time. **GUEST MUST BE ACCOMPANIED BY THE UNIT OWNER OR OCCUPANT.** Unit Owners, Occupants and guests must use pool key to open gate. The gates (both front and rear) must be closed and locked securely when entering and leaving the pool area. Please be certain that the gate is locked.
- C.** Attendees under the age of fourteen (14) must be accompanied and supervised by an attendee over the age of eighteen (18).
- D.** ALL SWIMMING IS STRICTLY AT THE SWIMMER'S OWN RISK.
- E.** The charge to replace a pool key is \$150. Pool keys can be obtained through the Management Company.
- F.** Showering before swimming in the pool is mandatory. Showers are reserved for the use of pool attendees only.
- G.** Proper swim attire is required; cutoff shorts are prohibited. Incontinent attendees utilizing diapers must wear disposable swim pants (Huggies Little Swimmers or the adult equivalent). Parents/guardians of infants must utilize only the Clubhouse restrooms for diaper changing.
- H.** The cost of draining and sanitizing the pool due to the presence of fecal matter, or other hazardous waste, caused by a Unit Owner, Occupant or guest will be the responsibility of the Unit Owner.
- I.** Only beverages in unbreakable containers are permitted. Glass is prohibited in pool area. Unit Owners/Occupants and their guests are responsible for any broken glass containers or bottles in the pool area. A broken glass bottle or container may require the pool to be drained, cleaned and refilled. Unit Owner will be responsible for the expense.
- J.** Diving is prohibited.
- K.** Good behavior is important in and around the swimming pool. Horseplay is prohibited. Running, loud noises, and shouting are prohibited. Radios are permitted only when used with head/earphones.
- L.** Chairs cannot be reserved/saved for others unless the person is within the pool area (in other words, you must be present to "claim" a chair). Removal of chairs, chaise lounges, umbrellas, or other Common Property from the pool area is prohibited.
- M.** Pets are prohibited in the pool area.
- N.** Towels must be used to protect chairs and lounges.
- O.** Trash must be placed in proper containers.
- P.** Umbrellas must be lowered and tied closed upon leaving the pool area.
- Q.** The Management Company or the Association assumes no responsibility for the safety of swimmers, damage to eyes, hair or clothing or for articles left in the pool area.
- R.** Smoking within the pool area is prohibited (e.g., cigarettes, cigars, pipes, e-cigs and marijuana).
- S.** Foul language that creates an undue nuisance is prohibited.

- T. For safety reasons, rafts and other large pool items are prohibited in the pool. Pool noodles are acceptable.

## **IX. CLUBHOUSE PARTY ROOM RENTALS**

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

- A. Reservations for the use of the Party Room must be made in advance. Contact the Management Company. who will then send a rental package by email in a PDF form or USPS for a paper copy. A Board member will be contacted by the Management Company with your information. Return completed Party Room Rental Agreement along with your rental fee and security deposit to the Management Company.
- B. 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 Occupant who signed the Party Room Rental Agreement. The security deposit check will be returned to the Occupant after the Party Room is checked by a Board member to determine there are no damages to the room itself and its contents, that the room and its adjacent area have been well cleaned, and that the master key to the Party Room 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.
- C. The Occupant "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 Occupant 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 the Management Company and the Party Room Rental Agreement signed. At that time the Board member will go over the Party Room Clean-Up Check List, 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.
- D. The Occupant 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 Occupant must be present during these times.
- E. 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.
- F. 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

Occupants' driveways or to block drives or hydrants. There are guest parking areas on side streets for use if needed.

- G.** The Occupant who signed the Party Room Rental Agreement must be in attendance throughout the party/event.
- H.** 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 Occupant will be billed the excess amount.
- I.** The Party Room is not to be used for any unlawful purposes or for the selling of any goods. Alcoholic beverages shall not be sold on the premises at any time.
- J.** Occupant 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 Occupants. Activities outside the Party Room are prohibited.
- K.** The swimming pool and pool deck are not considered part of the Clubhouse for the purposes of Party Room rental. Under no circumstances are the Occupant host and guests permitted to use the swimming pool, pool deck or other Common Elements when attending a party/event in the Party Room. If this should occur, the Occupant is subject to forfeiture of the \$150 security deposit and/or any enforcement assessment that may apply.
- L.** Use of tape or tacks to attach decorations to painted surfaces is not allowed as when removed it can damage those surfaces.
- M.** Use of confetti and glitter is prohibited as it is very hard to get out of the carpet.
- N.** Cleanup after the party/event must be done by the Occupant 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 Management Company can make arrangements for a cleaning company. Tables and chairs must be returned to the storage room or Unit Owner may be charged extra by the cleaning company.
- O.** The Clubhouse is a nonsmoking facility. If an Occupant host allows smoking outside of the front entrance or in and around parking area, the Occupant host will also be responsible for picking up all dropped cigarette, cigar or chewing tobacco debris.
- P.** **Do not use the fireplace under any circumstance.**

## **X. SOCIAL EVENTS**

Social events for Eagles' Chase, which utilize the Clubhouse Party Room requires Board approval. All in-house social event requests must be submitted to the Management Company for Board approval by the Occupant host coordinating the event. Social events are open to all Occupants

- A.** 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.
- B.** The event coordinator should send the Management Company a notice to book the Party Room as an in-house/no-charge event. An in-house event would welcome all Eagles' Chase Occupants. 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.
- C.** Approved social events open to all Eagles' Chase Occupants will be noted on the Association's website and in the monthly newsletter in advance of the social event. Distribution of social event flyers to Occupants will be done by the event coordinator as they deem appropriate.
- D.** Party Room set-up and clean-up for all Board approved social events open to all Eagles' Chase Occupants are the responsibility of the Occupant host(s) of the social event.
- E.** Damages to the Clubhouse as a result of social events will be repaired at the expense of the Occupant host.

## **XI. BUILDING GUIDELINES**

### **A. GENERAL GUIDELINES**

In order to create exterior uniformity, preserve integrity and establish common guidelines and standards for improvement projects within the Association, the following rules apply to all requests for exterior modifications, except where specifically noted.

- 1.** Requests for any type of modification, installation, addition or replacement must be requested in writing to the Management Company. Approval must be obtained from the Board PRIOR to the initiation of any project.
- 2.** All requests must be in writing and supported with sufficient detail (including diagrams, photos, etc.) so the Board may adequately review each request for approval.
- 3.** Following written approval from the Board, it will be the Unit Owner's responsibility to secure necessary building permits if applicable.
- 4.** Once material for the construction of an approved exterior modification is placed on the Condominium Property, the work must begin and continue through completion in a reasonable timeframe and in a manner that will not appreciably detract from Eagles' Chase appearance, inconvenience neighbors or interfere with the Association's contractors.

5. Modifications or additions must be completed exactly as described in the request and final Board approved drawings.
6. Following completion of a modification, addition or change to the exterior of a building, the surrounding landscape/lawn Element, including shrubs, must be immediately restored to its original, or better, condition at the expense of the Unit Owner.
7. Any damage resulting from a modification to the exterior of the building or to any Common or Limited Common Element is the responsibility of the Unit Owner. Repairs must be made immediately at the Unit Owner's expense to the satisfaction of the Board.
8. All additions or modifications constructed by a Unit Owner must be maintained by the Unit Owner in a condition that does not detract from the Eagles' Chase appearance.
9. It is the responsibility of the seller to disclose to a new Unit Owner any and all architectural modifications 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.
10. Review of architectural modification requests in compliance with Item 2 above, submitted by a Unit Owner, will be addressed in accordance with the following schedule:
  - a. Written request to be submitted to the Board through the Management Company;
  - b. Board will return a request for any additional information required within fourteen (14) days;
  - c. Unit Owner will receive written notice from the Board approving or denying the architectural modification request within sixty (60) days of the original request.
  - d. Unit Owners must be current with all fees and assessments to request a modification.

## **B. SATELLITE DISHES**

1. Dishes must be installed in compliance with local building and safety codes by a certified satellite company and must not damage or impair the Common or Limited Common Elements. All cables crossing Common Element land must be buried.
2. In accordance with the FCC's Over-the-Air Reception Devices Rule, Unit Owners/Occupants may install a satellite dish on the portion of the Condominium Property that they own or that is designated for their exclusive use (i.e. patio area). Installation in or on the Common Elements is prohibited.
3. The Unit Owner is to provide the Management Company with written notice prior to installing a satellite dish with placement specifications. Upon receipt of this notification, if necessary, the Management Company and/or Board member will visit the property and advise the Unit Owner if the installation will need an exception Board vote for its placement.
4. Unless acceptable 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, siding, or fencing, and the height should not exceed the Unit roof line.
5. Unit Owners are exclusively responsible for all maintenance costs and the removal of their dish 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 property

(including, but not limited to, all Common Elements and Limited Common Elements) caused by the installation, maintenance or removal of their dish.

6. Upon sale or other transfer of the Unit, dishes must be removed and the property restored to its original condition.

### **C. 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. Any damages to roof, shingles, gutters or other structural elements are the responsibility of the Unit Owner.

1. Electrical supply and de-icing cables must:
  - a. Cables must 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; and,
  - h. Be done by a licensed electrician.

### **D. HIGH-EFFICIENCY FURNANCES AND/OR A/C**

1. High-Efficiency furnaces and/or A/C need no approval from the Board, but venting and size do.
2. 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 the same size as the original. If a larger A/C unit/pad is 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.
3. High-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.
4. Window and through the wall air conditioners are prohibited.

### **E. SECURITY CAMERAS**

All security cameras other than "Ring" type doorbells are prohibited without Board approval.

## **F. HOT TUBS**

1. Hot tub installation on decks, porches, patios, etc. is permitted only with the prior written Board approval. All hot tubs must have a lockable cover and be locked when not in use.
2. The Unit Owner is responsible for any damage to the exterior of a Unit caused by their hot tub. Additionally, the Unit Owner will be liable for any and all repairs to his/her Unit (or any other Unit) for damage caused by their hot tub.

## **G. DETACHED BUILDINGS**

Sheds or other types of detached buildings are prohibited.

## **H. DOORS**

1. A request for the installation or replacement of a door (e.g., front door, storm door, rear sliding doors and/or garage door) must be submitted in writing to the Management Company for Board approval. Specs and photos must be submitted with request.
2. Board approved colors for front doors only are: Sherwin Williiams #6069 French Toast (units with brown trim), #1061 Remington Red, #6258 Tricorn Black and #4051 White Core. Any variances must have board approval.
3. French doors (as opposed to sliding doors) are permitted with the prior written approval of the Board of Directors.
4. Storm/screen doors must be full-view and have no decoration. Glass must be clear and must not have grates/muntins (grid pattern). Any variance must have prior written Board approval.
5. Maintenance and upkeep of doors is the Unit Owner's responsibility.

## **I. WINDOWS**

1. Replacement windows must be identical in appearance to the existing windows, e.g., size of frame and sash, color, muntins (grid pattern), etc. and needs Board approval. Send request along with specs and photos to the Management Company.
2. Window and through the wall air conditioners are prohibited.

## **J. DECORATIVE ADDITIONS**

1. A door wreath and American flag with holder are permitted. The holder and attachments must be of such a material that will not rust or cause rust weeping marks.
2. Doorknockers are permitted.
3. All other decorative items or signs attached to the exterior of a Unit are prohibited.
4. Seasonal decorations (e.g., Christmas, Hanukah, Easter, Halloween) are permitted provided they are not affixed to the exterior of the Unit and are removed within 21 days after said holiday.

**K. ADDITIONAL LANDSCAPING**

1. Excluding annual flowers, landscaping installed by a Unit Owner/Occupant in the Common Element must have prior written Board approval and shall be considered a contribution (gift) to the Association.
2. Plants and flowers must be consistent in size and nature to existing plants. Topography (mounding, adding, building up soil/mulch, changing natural drainage, or enlarging the area) must have prior written approval by the Board. Submit plans to the Management Company.
3. The variety of plant or flower selected by the Unit Owner/Occupant must be of a species that will not encroach upon or cause damage to the Unit, Common Elements, Limited Common Elements, utilities or utility service lines.
4. Any tree installed by Unit Owner/Occupant is only permitted with prior written approval of the Board (type, size and location of tree must be submitted and approved prior to installation). A tree ring must be created and maintained by the Occupant around the base of the tree in order to prevent damage from landscaping equipment.
5. All additional landscaping installed by a Unit Owner/Occupant is the responsibility of that Unit Owner/Occupant and must be maintained in a manner that does not detract from appearance. The Board reserves the right to remove dead or unattended landscaping that detracts from the appearance of Eagles' Chase. Unit Owner/Occupant, however, shall not remove trees or bushes for any reason without prior written Board approval. If a Unit Owner/Occupant would like a tree removed or a bush trimmed, a request must be submitted in writing to the Management Company for Board approval.
6. Landscaping installed by a Unit Owner/Occupant that is deemed inappropriate and/or unapproved by the Board must be removed by the Unit Owner/Occupant, or it may be removed by the Association at the Unit Owner's/Occupant's expense.

**L. ADDITIONAL IMPROVEMENTS AND MODIFICATIONS**

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

1. 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.
2. 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 Elements or Limited Common Elements or the exterior of the Unit during installation and/or removal of the de-icing cables, satellite dish, security cameras, furnace, a/c, or other improvements or modifications, 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.*

## **XII. SELLING OR LEASING UNITS**

### **A. SELLING A UNIT**

1. Within five (5) business days after a Unit is sold, the seller or seller's realtor must call the Management Company to obtain a maintenance fee report and certificate of insurance for the buyer.
2. The Management Company will coordinate the required paperwork with banks, realtors, appraisers and escrow agents. A transfer fee will be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
3. The seller is responsible for providing the following information to the buyer:
  - a. Copy of the Declaration and Bylaws of Eagles' Chase Condominium.
  - b. Copy of the Handbook of Rules, Regulations & Information.
  - c. Written notice of any architectural improvements or changes made by the seller or previous sellers that are the responsibility of the Unit Owner to repair and maintain.
  - d. Clubhouse/pool key.
4. Section 5311.09(A)(2) of the Ohio Revised Code states, "Within thirty days after a Unit Owner obtains a condominium ownership interest" that Unit Owner/Occupant information be provided to the Association. Further, Section 5311.09(A)(3,) states that "Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit Owner shall notify the association, through the board of directors, in writing of the change. When the board of directors' requests, a Unit Owner shall verify or update the information." Please find an Owner/Occupant(s) Information Form at the end of this handbook, and be sure that you have a completed form on file.
5. Professionally conducted estate sales require prior, written approval of the Board.
6. "For Sale" signs are prohibited.

### **B. LEASING OF UNITS**

1. Unit Owners must submit a copy of the signed lease to the Management Company.
2. Units must be leased to a specified renter for a minimum of six (6) months.
3. Unit Owners are responsible for the acts of their lessees.
4. Eagles' Chase reserves the right to evict any lessee for non-compliance with Eagles' Chase governing documents.
5. "For Rent" signs are prohibited.

### **C. 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 owned by a Unit Owner who is deceased or will be moving from our community. The completed application must be returned to the Management Company 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.

### **XIII. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION**

- A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not postmarked by the tenth (10th) of the month.
- B. An administrative late charge of twenty-five dollars (\$25) per month shall be incurred for any late payment and on any unpaid balance of the assessment (subject to increase upon further notice).
- C. Any payments made shall be applied in the following order:
  1. Interest and/or administrative late fees owed to the Association.
  2. Collection costs, attorneys' fees incurred by the Association.
  3. Principal amounts owed on the account for common expenses and assessments.
- D. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
- E. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
- F. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be

due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

- G. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

#### **XIV. COMPLAINT PROCEDURE**

- A. Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
- B. Reports of violation should include violator's name or unit address (both if available) and a detailed description of the alleged violation (e.g., date, time, location, etc.).
- C. The Management Company will correspond with the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to correct the violation.
- D. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in Article XV, "Enforcement Procedures and Penalties" below.

#### **XV. ENFORCEMENT PROCEDURES AND PENALTIES**

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guest(s) or the Occupants, including tenants and employees, if any, of his or her Unit.
- B. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed immediately or otherwise with legal action for any violation of the Association's governing documents as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Item E below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against a Unit Owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, written notice(s) will be served upon the alleged responsible Unit Owner specifying the following:
  - 1. A description of the Condominium Property damage or violation.
  - 2. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
  - 3. The amount of the proposed charge and/or enforcement assessment.

4. A statement that the Unit Owner has a right and procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- F. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth day after receiving the notice required by Section E above.
  1. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
  2. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and notice of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall be provided to the alleged responsible Unit Owner. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- G. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

## **XVI. RECORDS REQUEST POLICY**

### **A. RECORDS AVAILABLE FOR INSPECTION**

1. The Association's Board may withhold from inspection any records that in its reasonable business judgment would:
  - a. Constitute an unwarranted invasion of privacy;
  - b. Constitute privileged information under the attorney-client privilege;
  - c. Involve pending or anticipated litigation or contract negotiations; and/or
  - d. Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee

### **B. ALL REQUESTS FOR RECORDS MUST BE IN WRITING**

1. A Unit Owner who wants to inspect or copy the Association's records must submit a written request to the Management Company. The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.

### **C. ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT**

1. Every Unit Owner shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.
2. A Unit Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Unit Owner's behalf.

**D. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY**

1. All inspections shall take place at the Association's office or at such other location as the Board designates. No Unit Owner shall remove original records from the location where the inspection is taking place.
2. The Association shall make records available for inspection on or before the 11<sup>th</sup> business day after the Association actually receives the written inspection request. This time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the owner (by telephone, in person, by email, or in writing) that the records are available, and specify the time, date, and place for the inspection.
3. No Unit Owner shall alter Association records in any manner.
4. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association office or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that one staff person.
5. During an inspection, the Unit Owner may designate for copying such records by use of a tab, clip, or Post-It note upon the page(s) desired.
6. Unit Owners shall not exercise their inspection or copying rights to harass any other Unit Owner or Occupant, Board member, management Company, officer, director, or employee.

**E. CHARGES FOR COPIES/INSPECTION**

1. Upon written request, Unit Owners shall be provided meeting minutes at no charge.
2. Other than meeting minutes, the Unit Owner must pay twelve cents (\$.12) per page for copying regular or legal sized records. In addition, the Unit Owner must pay a minimum clerical fee of twenty-five dollars (\$25) for the copying of pages 1 through 50 plus an additional clerical fee of twenty-five dollars (\$25) for every increment of 50 pages copied thereafter.
3. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The Unit Owner must pay fifty dollars (\$50) per hour in quarter hour increments for staff attendance at the records inspection.
4. The Unit Owner must pay the costs of copying and/or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

# EAGLES' CHASE CONDOMINIUM OWNERS' ASSOCIATION, INC.

## REQUEST TO INSPECT RECORDS 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 will 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. The Association's goal and intent is 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: **860 Eagles' Chase Drive, Akron, OH 44313**

Copying charges are twelve cents (\$.12) per page and a minimum clerical fee of twenty-five dollars (\$25.00) for the copying of pages 1 through 50 plus an additional clerical fee of twenty-five dollars (\$25.00) for every additional increment of 50 pages copied. 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 fifty dollars (\$50.00) per hour in quarter hour increments for staff attendance at the records inspection. All inspection, copying, and mailing charges will be assessed to the home 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:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number(s):** \_\_\_\_\_

**Record Requested:**

**Reason and Purpose of Request:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**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 14 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 records? \_\_\_\_ Yes/ \_\_\_\_ No

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 above. I agree to indemnify, defend, and hold Eagles' Chase Condominium Association, its board members, officers, and its managing agent, and their respective successors, heirs, and assigns, harmless for any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, 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.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

## IMPORTANT TELEPHONE NUMBERS

### Emergency:

Emergency (Police/Fire/EMS).....	9-1-1
Police Department (non-emergency).....	(330) 375-2181
Fire Department (non-emergency).....	(330) 375-2101
Summit County Sheriff.....	(330) 643-2154
Poison Control Center.....	(800) 362-9922
AMR Ambulance (Akron/Canton).....	(330) 785-0970

### KareCondo:

Customer Service.....	(330) 688-4900
Afterhours Line.....	(330) 688-4900
Fax.....	(330) 688-4932

### Utilities:

City of Akron Utilities (Water & Sewer).....	(330) 375-2554
City of Akron Water Distribution Division.....	(330) 375-2420
Summit County Sanitary Sewer Services.....	(330) 926-2400
Ohio Edison (Electric).....	(800) 633-4766
Power/Light Outage Reporting Line.....	(888) 544-4877
Dominion East Ohio (Gas).....	(800) 362-7557
Ohio Utilities Protection Service (OUPS).....	(800) 362-2764

### General:

City of Akron Customer Service.....	3-1-1
State Farm Insurance.....	(330) 626-1010
Akron-Summit County Public Library.....	(330) 643-9000
Fairlawn-Bath Branch Library.....	(330) 666-4888
Fairlawn Post Office.....	(330) 864-6409
Summit County Board of Elections.....	(330) 643-5200
Akron Animal Warden.....	(330) 375-2311
Summit County Animal Control.....	(330) 643-2845
Chamber of Commerce.....	(330) 777-0032
Nature Realm.....	(330) 865-8065

# EAGLES' CHASE CONDOMINIUM OWNERS' ASSOCIATION, INC.

## OWNER/OCCUPANT INFORMATION

The Ohio State Condominium Laws, Statute 531.09, (A)(2), states, "Within thirty days after a Unit Owner obtains a condominium ownership interest" that this information be provided to the Association, and 531.09, (A)(3) states that, "Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit Owner shall notify the association, through the board of directors, in writing of the change. When the board of directors' requests, a Unit Owner shall verify or update the information."

OWNER(S) NAME(S): \_\_\_\_\_

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

BILLING ADDRESS: \_\_\_\_\_  
(IF DIFFERENT THAN UNIT ADDRESS)

HOME PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ WORK: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

**The following information, though not required by Ohio Revised Code, is needed in order to protect your property and possessions in the most effective manner:**

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

2) Dog: \_\_\_\_\_ Cat: \_\_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

*If none, check here.*

VEHICLE 1) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

2) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

3) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

4) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

*If none, check here.*

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

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