



# **Handbook of Information & Rules**

**Revised 2019**

## **INDEPENDENCE PLACE SOUTH CONDOMINIUM ASSOCIATION**

To all Unit Owners:

Our charge as Unit Owners and Board Members is to reasonably maintain Independence Place South as a most desirable place in which to live. To accomplish this, a set of Rules had to be established. These have been revised and updated several times since they were first published. The last update was 2016.

The Board recognized that a review was in order in 2019 due to the many changes of Ownership in the last several years. Also, to reflect the changes that affect condominium living in general and Independence Place South in particular.

These are common sense Rules that are based on consideration of the health, safety, and comfort of everyone who lives here. We hope you will find them reasonable and will cooperate by upholding them.

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

Please read this handbook carefully and keep it handy to refer to whenever necessary. If anything arises that may not be covered in the handbook do not hesitate to contact our Management Company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in Volume 5571, page 309 et. seq. of the Summit County Records.

Should you need a copy of these documents, contact GL Management (330) 678-9962 to request a copy.

The Board of Directors

# INDEPENDENCE PLACE SOUTH CONDOMINIUM ASSOCIATION

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# INDEPENDENCE PLACE SOUTH CONDOMINIUM ASSOCIATION

## General Information

### Our Community

The Condominium Property is located on twelve acres in the City of Stow and is comprised of one hundred thirty-six living Units contained in thirty-four Buildings located on Friar Road, Independence Circle and Jefferson Place.

### Definitions

Common Elements are all portions of the Condominium Property exclusive of the individually owned Units. These areas are owned "in common" by all Unit Owners in the Association and reasonably maintained, according to the Declaration and Bylaws, by the Board of Directors.

Limited Common Elements are part of the Common Elements that are set aside for each Unit's exclusive use. These areas include the patio space, Unit planting area, and anything that services only that Unit. Each Unit Owner is responsible for the maintenance and upkeep of those areas. These areas are also referred to as "Exclusive Use Areas".

### Amenities

On our Condominium Property we have an outdoor swimming pool, a recreational play area, and tennis court all adjacent to the Party House. The pool and tennis court are available for use by Unit Owners/Occupants and their guests. The Party House is used by the Association for Monthly Board meetings and the Association Annual Meeting. The Party House is available to be rented by Unit Owners for social events and is not intended for profit making or non-social event activities.

### Stow Municipal Services

Our Association is serviced by the Stow Police, Fire, and Emergency Medical Services Department. Unit Owner/Occupants are responsible for reporting to the Stow Police any acts of vandalism to Condominium Property or Unit Owner Property and/or any criminal activity or violation of any Stow Ordinance such as noise, pet, or parking ordinances.

### Governance and Management

As a private condominium Association, we are governed by the recorded Declaration and Bylaws and the Rules outlined in this document. We elect our Board of Directors and the Board reasonably manages the Association business affairs for the Unit Owners. All Board Members are volunteers.

The Board of Directors, on behalf of the Association have retained the services of a professional management company, hereafter referred to as the Manager, to handle the day-to-day operations of IPSCA.

Board business meetings are typically scheduled for the third Tuesday of the month in the Party House at 7:00 pm. Unit Owners are encouraged to attend. Time is reserved before the beginning of the business meeting for Unit Owners to bring information or concerns to the Board.

An Annual Meeting is scheduled each March to cover the business of the preceding year and to elect Board Members to fill open Board positions. Unit Owners are encouraged to participate by becoming a Board Member. The only limitation to serving on the Board is that individuals residing in the same Unit are prohibited from serving on the Board of Directors concurrently.

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### **Maintenance Responsibilities**

Responsibility for the overall maintenance falls on both the Association and Unit Owners. The detail follows later in this document, but in summary:

#### **Association**

The Association is responsible for the reasonable maintenance needed for all structures and Common Element parking areas, drives, and sidewalks. The Association carries a master insurance policy and casualty insurance, including liability on the Building, their structural components, Units, and all Common Elements. Only the Board may submit claims against the master insurance policy.

#### **Unit Owners**

Within their own Units, Unit Owners are responsible for interior maintenance of the Unit. Repair of any damage caused by Unit Owners/Occupants and guests is also the responsibility of the Unit Owner. This includes any damage to structures, Common Elements, and Limited Common Element. Unit Owners are also responsible for the maintenance of Exclusive Use Areas, such as planting areas and patios.

Unit Owners must obtain insurance coverage for their personal property and personal liability on the inside of their Unit. It is suggested that the Unit Owner check with their personal insurance company to make sure they have a HO6 policy. The Unit Owner's insurance coverage should coincide with the Association's insurance policy.

#### **Specific Rules**

The Board is authorized to promulgate and enforce these rules by the Declaration and Bylaws, particularly Article V, Section 4 of the Bylaws. When any of these published rules are violated, an enforcement assessment of up to \$100 will be attached to the Unit Owner's account.

### **I. AMENITIES**

The amenities are provided for the exclusive use of the Unit Owners/Occupants and their guests. The Association, its Board of Directors, and Management Company do not assume liability for any accident or injury in connection with such use. All users of the amenities do so at their own risk and sole liability.

If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board will suspend the right of the Unit Owners/Occupants to use the recreational facilities, including the swimming pool and Party House.

#### **Swimming Pool**

1. Access to the pool requires a current year Pool ID card and a photo ID with correct address. New cards will be distributed to Unit Owners on an annual basis. In-season replacement cards are available from the Manager at an additional cost of \$10. Limit is one replacement card per Unit, per season. All Unit Owners/Occupants are required to sign in and out with their full name and their unit number.

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2. The pool is open to all Unit Owners/Occupants each day through the summer season (Saturday before Memorial Day - Labor Day). Pool hours are from 10:30 a.m. - 8:30 p.m. Using the swimming pool is prohibited beyond the stated hours. The pool may be closed at the discretion of the Board or the Management for any reason and at any time, without notice.
3. Guests using the pool must be accompanied by the Unit Owner/Occupant. The number of guests is limited to 5 per day during weekends and holidays.
4. Complaint forms are available from the Management Company. Forms must be filled out, signed, and mailed to the Management Company. Anonymous forms will not be acted upon.
5. Persons under 12 years of age must be supervised by an adult. An adult is considered to be a person of 18 years of age or older.
6. Glass containers, alcoholic beverages and smoking are prohibited inside the fenced area.
7. Running and jumping, diving, horseplay, or cannonballing/flipping off the apron of the pool is prohibited. Cursing, hand gestures, disrespecting the Attendant or others using the pool will not be tolerated. The offenders will be required to leave the pool, if necessary, by the Police.
8. Rafts and floats are prohibited. Noodles and infant safety devices are permitted.
9. All media players are to be used with earphones or headphones.
10. Proper swimming attire is required. All persons with bladder or bowel control problems are prohibited from using the pool unless they are wearing appropriate protective garments (eg. swim diapers).
11. Pets are prohibited in the pool or pool area with the exception of service animals for disabled persons.
12. The Association is not responsible for lost or damaged personal items brought to the pool.

### **Tennis Court**

Access to the tennis court requires a key. Replacement keys are available from the Manager. Please notify the Management Company if any of the equipment is in need of repair/replacement.

1. Unit Owners/Occupants must bring their recreational key to gain entry to the tennis court. The gate must be locked when finished playing.
2. Playing time is limited to one hour if others are waiting to play.
3. Tennis shoes must be worn on the court at all times. Street shoes are prohibited.
4. Pets are prohibited inside the tennis court area with the exception of service animals for disabled persons.
5. The tennis court is to be used for tennis only. All other recreational activities are prohibited.

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### **The Recreational and Play Area**

Please notify the Management Company if any of the recreational and play equipment needs to be repaired.

1. For safety reasons children less than 12 years of age must be supervised.
2. Hours are from 9 a.m. to dusk.

### **II. Party House**

Rental of the Party House is available to Unit Owners/Occupants for social events. An Occupant or non-resident must secure written consent of the Unit Owner, stating that the Unit Owner is responsible for the facilities before rental will be permitted. It is not to be used for any moneymaking or non-social activity. Rental fees for the Party House are \$50 per day. An additional fee of \$50 is required as a deposit. The deposit fee will be returned following use if there is no damage to the facilities. Any damage exceeding the deposit, the deposit will be retained and the Unit Owner will be assessed the additional expense. Reservation dates will be granted on a "first-come, first-served" basis. A rental agreement must be signed prior to the use of the facilities. Use of the pool and tennis court is not included with the rental of the facilities.

### **III. Maintenance Items**

#### **A. Service Requests**

1. All requests for service or maintenance work provided by the Association must be submitted to the Manager.
2. In matters where there is a dispute over whether the maintenance or repair work is the responsibility of the Unit Owner or the Association, the Board of Directors has the right to determine responsibility. The Unit Owner can appeal an unfavorable decision in writing to the Manager for a Board decision.

#### **B. Unit Owner Responsibilities**

1. Painting of front doors is the responsibility of the Association. Locks are the responsibility of the Unit Owners.
2. Only storm doors of white cross buck or full view glass with white trim are permitted. Only permanent white vinyl exterior patio doors are permitted. Replacement windows must be uniform in appearance when viewed from the exterior of the Unit; this includes the same size, shape and number of grids. Replacement and upkeep of such doors and windows are the responsibility of the Unit Owner.
3. Altering or attaching anything to the exterior structure, such as placing or attaching plastic covering on the outside of windows or doors is prohibited.
4. Nothing shall be hung or displayed on the outside wall of any living Unit and no awning, canopy, shade, wind guard, ventilating fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof.

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### **IV. Parking and Vehicle Restrictions**

#### **A. Parking and Parking Areas**

Each Unit has a single car garage and is assigned an additional designated parking space in the adjacent parking area. A Unit Owner/Occupant with more than 2 vehicles must make other arrangements for the additional vehicles.

1. Each space is individually identified by Unit number. The designated driveway parking area is for passenger vehicle purposes only.
2. Only licensed passenger vehicles are permitted to be in the parking areas. There shall be no parking or storing of vehicles on the Common Element grounds, including designated Unit Owner parking areas, of the following:
  - a) All over-sized vehicles too large to fit inside the Unit Owner's garage with the door closed are prohibited.
  - b) Unlicensed, expired-licensed, or disabled vehicles for a period greater than 48 hours are prohibited. For periods needed longer than this time please contact the Management Co.
  - c) Any vehicle with a cover will be considered as in storage and removed from the property at the Unit Owner's expense after a period of 30 days.
3. Parking should not hinder access to other garages and/or designated parking spaces.
4. Parking at the party house parking area is limited to the party house and facilities without prior consent of the Management Company. Parking in the circle is prohibited except for unloading/loading.
5. City of Stow Ordinance 351.11 prohibits parking on the City streets for a period longer than 24 consecutive hours. City of Stow Ordinance 351.14 prohibits parking during weather conditions that produces a snowfall of 2" or more. City of Stow Ordinance 351.18 prohibits parking on the fire hydrant side of any street.
6. Oil leaks, fluid leaks, or mechanical problems causing surface stains on the driveway or other area of Common or Limited Common Elements must be cleaned up immediately. Unit Owners are responsible for the cost of the clean up.

### **V. Landscaping and Decoration in the Limited Common Area**

1. Lawn ornaments, lawn furniture, and decorations/flags are prohibited in Common Element lawn areas.
2. In the Limited Common Area, Unit Owners/Occupants may plant flowers, rose bushes, evergreen, or other decorative greenery. Any planting in this area may not touch the Building. Burlap may be placed around the roses and small shrubs in the Winter months.
3. Unit Owners/Occupants may grow fruits or vegetables in planting containers.
4. Holiday and seasonal decorations for doors and patios are permitted for each specific holiday or season, but must be removed within 2 weeks of the designated holiday.



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### VI. Patio Areas and Fences

1. Approval from the Board of Directors is required prior to installing, replacing, or changing a patio. A written request including a simple sketch of the proposed patio design must be submitted. The proposed patio design must follow established Association guidelines.
2. The patio surface, square or rectangle in shape, is not to extend outward from the Unit beyond 12 feet. The patio surface width shall not exceed 12 feet. Overall surface of the patio cannot exceed 144 square feet.
3. The combined patio surface and Unit Owner installed planted areas are not to extend outward from the patio door beyond 15 feet and shall not exceed 18 feet in width. The use of evergreens or other ornamental shrubbery up to 4 feet in height is permissible as a patio divider between the Units for privacy with prior Board approval.
4. Permanently installed walls, curbs, edging, railroad ties, or treated wood planters shall not exceed 17 inches in height above the patio surface and should be maintained by the Unit Owner.
5. Only Board approved concrete, patio block, brick, or stone may be used for patios. Any color to be used for patio materials must be approved in writing by the Board of Directors.
6. During construction of patios, concrete trucks or similar heavy trucks are not to park or drive on the driveways of the Common Element grounds. Concrete or other heavy materials must be unloaded at the street and wheeled to the construction area.
7. A pre-approved white vinyl lattice is permitted to surround Heat Pumps and/or air conditioning units. A pre-approved white vinyl fence is permitted as a patio privacy divider. Contact the Management Company for available options and specifications.
8. Patio furniture is not permitted on the patios between December 1st and March 1st of each year. Grills with propane tanks are permitted to remain on the patio and/or Limited Common Area. Grills with attached propane tanks are prohibited from being stored in the garage of any Unit. Propane tanks are to be kept outside the Unit on the patio at all times.
9. Ohio Grilling Law: In accordance with the Ohio Fire Code, charcoal burners, gas grills, or any other type of open-flame devices are prohibited from being used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices or storage of gas containers on porches or patios within 10 feet of combustible construction. No grilling is allowed on, in, or under an enclosed structure, including but not limited to the porch, garage, or patio.
10. The Association is not responsible to and does not enforce the Ohio Fire Code. To report violation of this law, please contact the City of Stow Fire Department @ (330) 689-5800.
11. Any and all open-flame devices, including but not limited to fire pits/fire rings, chimneas, torches, patio heaters, candles etc. are prohibited.
12. Hanging baskets are permitted only on Shepard's Hooks or in ground posts.

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### VII. Other Rules

#### A. Security Signs

One security sign no larger than 1 foot by 1 foot may be placed in the front planting bed within 36 inches of the building.

#### B. Pets

1. Unit Owners/Occupants are permitted to have domestic pets.
2. When a pet is not within the confines of the interior of its Unit Owner's/Occupant's Unit, it must be kept on a handheld leash under the Unit Owner/Occupant's control and not permitted to roam the Common Elements. Any pet running loose is subject to being picked up by the Animal Warden.
3. It is the Unit Owners/Occupants responsibility to immediately clean up after their pets.
4. Pets are prohibited to be staked, tied, or fixed leashed in the Common Element.
5. Allowing a pet to cause unreasonable disturbance during the night or daytime hours, or any commotion that results in prolonged annoyance to any neighboring Unit Owner/Occupants, constitutes a public nuisance. Complaints should be made in writing to the Management Company and reported to the Stow Police Department.

#### C. Garage and Garage Doors

1. Painting of garage doors, framework, and/or the replacement of the garage doors is the responsibility of the Association. All other components inside the garage including but not limited to springs, rollers, track, interior walls, ceiling, and flooring are to be maintained and replaced by the Unit Owner.
2. Garage door openers/remote controllers are the responsibility of the Unit Owners.
3. Storing flammable or hazardous items in a garage is prohibited.
4. Garage must be used as the primary parking space. Storage of items in the garage preventing parking of a vehicle is prohibited.

#### D. Rubbish Removal

1. Trash collection service is provided weekly on Tuesdays. Holidays falling on Mondays or the designated pickup day may delay collection by one day.
2. Trash is to be placed at curbside either Monday evening after 5 p.m. or early Tuesday morning.
3. All trash for pickup must be placed in a standard trash container with a secure lid. Special care should be taken to pre-wrap any food waste or pet waste before placing it inside the trash container. Plastic trash bags are prohibited to be placed on curbside.
4. All containers must be returned inside the garage as soon as possible and no later than 9 p.m. on the evening of collection day.
5. It is necessary to contact the Management Company to arrange for the pickup of large items such as appliances, furniture, or carpet.

#### E. Solicitation

Solicitation of any kind is prohibited.

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### **F. Garage Sales**

Individual Garage Sales, Yard Sales, or Tag/Estate Sales are prohibited.

### **VIII. Administrative**

#### **A. Occupancy Notification**

Unit Owners must notify the Manager of the names of Occupants and identification information. A Unit Owner/Occupant Information Form will be supplied by the Manager. All pets and vehicle license plate numbers must be registered on these forms along with emergency phone numbers for the Occupants and Unit Owners. This information is confidential and is for Board and Management use only.

#### **B. Sale of Units**

1. Unit Owners must notify the Manager when their Unit is listed for sale.
2. Disclosure Statement and other documents must be prepared before closing. The Manager will coordinate all of this and help to expedite the transfer.
3. One professionally made "for sale" sign not to exceed 24" x 30" is permitted inside one window or door of a Unit. One professionally made "Open House" sign and a directional arrow may be put in the Common Element only during the hours of the open house.
4. After a sales agreement has been executed and at least 15 days prior to transfer, the Unit Owner or real estate agent must call the Management Co. to make arrangements for a maintenance fee update letter, disclosure statement, and certificate of insurance for the buyer.
5. At the same time as above, the Unit Owner must provide the following: name, address, and phone number of the buyer along with the sales price and mortgagee.
6. The Management Company will co-ordinate the paperwork with banks, realtors, appraisers, and escrow agents. A transfer fee may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
7. The seller is responsible for providing the following to the buyer: Copy of the Declaration & Bylaws, copy of the Handbook of Rules, current pool pass, and tennis court key.

#### **C. Rental of a Unit**

No Unit can be leased by a Unit Owner to others for business, speculative, investment or any other purpose.

This restriction does not apply to: A) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, B) any Unit Owner leasing his Unit at the time of recording of this amendment with the County Recorder which was August 5, 2002, and who has registered his Unit as being leased with the Association. These Unit Owners may continue to lease that Unit until the title of that Unit is transferred to a subsequent Unit Owner.

To meet a special situation and to avoid an undue hardship or practical difficulty, the Board may grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a one-time period not less

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than 6 consecutive months nor more than 24 consecutive months. The one-time hardship exception of up to 24 months may in no event be extended beyond the one 24 month period.

In no event shall the Unit Owner lease a Unit for transient purposes, which is defined to mean a lease for any period less than 6 full, consecutive calendar months.

All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws and Rules. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules.

1. One professionally made "For Rent" sign not to exceed 24" x 30" is permitted inside one window or door of a Unit.
2. Renting or leasing a Unit for transient or hotel purposes or for periods of less than 6 months is prohibited.
3. No Unit is to be rented for business purposes.
4. The Unit Owner must provide the Management Company with the following information before the Tenant takes up residence: Copy of lease and subservient, Full name of Tenant, Names of all Occupants of the Unit; Telephone number of Tenant. The Unit Owner is responsible for making the Tenant aware of the Rules and supplying the Tenant with a copy of the Handbook of Rules.
5. The Unit Owner is responsible for Tenant violations of the Declaration, Bylaws, and/or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a Tenant who is in violation.
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.

### **D. Maintenance Fees, Lien Procedures & Cost of Collection**

1. All assessments including maintenance fees are due on the first day of the month and are considered late if not postmarked by the fifteenth of the month.
2. An administrative late charge of \$25 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice).
3. Any payments made shall be applied in the following order:
  - a) Administrative late fees owed to the Association
  - b) Collection costs, attorney's fees incurred by the Association
  - c) Principle amounts owed on the account for common expenses or enforcement assessments
4. If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the voting privileges of the Unit Owner and/or right of the Occupants to use the recreational facilities.

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### **The Procedure to suspend Unit Owners' rights are as follows**

- a) Identify account(s) of Unit Owner(s) with balances that are delinquent more than 30 days.
  - b) At a regularly scheduled Board meeting, a motion should be made, seconded, and passed to suspend the rights of all delinquent Unit Owner(s) (and their Occupants, if applicable) to vote and/or use the common areas.
  - c) The Board must then duly notify all the Unit Owners that if they are delinquent that their rights have been suspended and will be reinstated only upon payment in full.
  - d) Upon verification of payment in full, the Board should reinstate the Unit Owner's right to vote and/or use the amenities.
5. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
  6. Any cost, including attorney's 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.
  7. 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 & Bylaws or the Rules, the Association may, but shall 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 attorney's 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.

### **E. Complaint Procedures**

1. Complaints against anyone violating the Rules are to be made to the Management Company in writing and must contain the signature and address of the individual filing the complaint. The address or Unit location of the alleged violator must be noted.
2. Complaints regarding Parking must include the Make, Model, Color, and License Plate number of the offending vehicle as well as the time of day and the nature of the Rule that is being violated.
3. Complaints regarding Pets should include the Breed and Color of the offending pet as well as the nature of the Rule that is being violated.
4. The Management Company will, in most instances, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
5. The person issuing the complaint will get a copy of any letter sent. The name of the Occupant who complained will not be used in the letter.
6. If reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the enforcement provisions below.
7. Tenants may contact the Manager with maintenance requests, but the Manager does not handle Unit Owner-Tenant issues.

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### **F. Enforcement Procedures & Assessments for Rule Violations**

#### **Procedure for Levying Enforcement Assessments for Violations:**

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws, or Rules by the Owner, guests or the Occupants, including Tenants of his/her home.
2. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the 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.
3. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible Unit Owner's account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an assessment for actual damages and/or b) levy a reasonable enforcement assessment per occurrence and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
5. Prior to the imposition of an enforcement assessment for a violation the following procedure will be followed.
  - a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
    1. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
    2. A description of the property damage or violation; and
    3. The amount of the proposed charge and/or enforcement assessment; and
    4. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  - b. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth after receiving the notice required by Item 1 above.
    1. If a Unit Owner timely requests a hearing, at least 7 days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and

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2. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence, or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 days of the hearing.
- c. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than 10 days.

### **G. Records Request Policy**

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

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

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

Inspections of the Association's records must take place during normal business hours at the Association's principal office.

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

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**Records Request Policy Form**

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

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

UNIT NUMBER \_\_\_\_\_

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

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

Please list and number the Association records you wish to inspect. (please be as specific as possible)

\_\_\_\_\_

\_\_\_\_\_

For each of the records listed and numbered, 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. _____	_____

Preferred inspection dates and times: \_\_\_\_\_

Do you anticipate making copies of any records to be inspected?     yes     no

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

Requests for mailed copies of records will be filled within two weeks of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$50, do you wish to receive a total estimate of charges before receiving the requested documents?     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 is stated herein. I agree to indemnify, defend, and hold Independence Place South Condominium Association, its Board of Directors and officers, and its property manager and managing agent, and their successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account.

UNIT OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**INDEPENDENCE PLACE SOUTH CONDOMINIUM ASSOCIATION**

**Satellite Dish Installation Policy & Waiver Form**

Installation of any satellite dish on, attached to, or extending into the Common Elements is prohibited. Attachment to the exterior siding of a Unit or any roof area is prohibited. Any Unit Owner contemplating the installation of a satellite dish elsewhere on the Condominium Property must comply with the following guidelines:

1. The Unit Owner must notify the Board of the proposed installation in writing. The notification shall include a sketch showing the location of the proposed dish installation
2. No dish measuring greater than 1 meter in diameter shall be permitted.
3. The Unit Owner is responsible for any repairs to lawn areas or planting beds.
4. The dish must be located within the Unit Owner's Limited Common Element.
5. The dish must not be attached to any Building or structure, including the siding or roof of a building. A pole-mounted installation is suggested.
6. The dish should be located in the least visible location from the street allowed by the broadcast signal. Rears and sides of Units are preferred.
7. All wires and cables must be neatly bound and must not run along the outside of the Building for any distance. All cables must be buried underground. The entry-point where the cables enter the perimeter wall must be sealed and waterproofed. Cables must be fished through the inside of the perimeter, or interior, walls, especially to the 2nd floor. All interior jack wiring must be done inside the Unit.
8. If the dish is not installed following these guidelines, the Association has the right to remove the dish at the Unit Owner's expense.

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

PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

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

## INDEPENDENCE PLACE SOUTH CONDOMINIUM ASSOCIATION

### **Cable TV Installation Policy**

Dear Unit Owner: Please give this letter to your cable installer. The Association has several guidelines regarding cable installation. The following are the correct guidelines:

1. Co-axial cable may not be visible on the outside of the Unit.
2. A small hole can be drilled through the wall on the ground floor to access co-axial cable into the unit. Make the hole as unobtrusive as possible.
3. Cable may not run on the outside of the siding.
4. If cable is to go to the 2nd floor, it must be fished inside the walls. It cannot be run up the wall on the outside of the Unit.
5. Upon completion of installation, all excess cable must be buried underground. If any Common Element lawn is destroyed or not repaired properly, the Unit Owner is responsible for the repair, or the Association cost to have said lawn repairs completed.
6. If the installation is made during the winter months and the ground is frozen, the excess cable may be placed on the lawn until it can be buried properly the following Spring.