

# THE PRESERVE CONDOMINIUM UNIT HOMEOWNERS ASSOCIATION RULES AND REGULATIONS 2022

Common sense information that will ease you into condominium life.



REVISION 02/19/22

## THE PRESERVE CONDOMINIUM RULES AND REGULATIONS

Welcome to the Preserve Condominium Association! Whether you are a new occupant or have lived here for years, we hope that you enjoy living in our community.

In order to maintain the Preserve as a stable and inviting place to live, we have established this Handbook of Rules and Regulations. This information should help to simplify and clarify the rules and regulations set forth in our Associations Declaration and By-Laws.

These are common sense rules and regulations that take into consideration the health, safety, and comfort of all occupants. We hope that you will find them to be reasonable and that you will cooperate by upholding them. Your adherence to these rules and regulations is essential for successful co-operative living.

The intent of this information is to supplement, not replace, the Declarations and By-Laws of our Association. Should there be a discrepancy between what is stated in our Declaration and By-Laws and what is stated in this Handbook, the Declaration and By-Laws of our association will govern. The Declaration and By-Laws are legal documents on file with the Stark County Recorder.

We ask that you familiarize yourself with these rules and regulations, keep them handy, and refer to them when necessary. Please note that Unit Owners are responsible for the actions of their guests and family members.

Please pass these documents on to any future purchaser of your unit. The Association may adopt or amend the rules and regulations. If something arises that may not be covered in these rules, please contact the Management Company in writing.

May we all live together in peace and harmony!!

Thank you!

The Board of Directors  
c/o Lawrence Realty LLC  
PO Box 35849  
Canton, Ohio 44735

Phone: (330) 494-9300 Voice & Text

Email: [condo@lawrencerealtyllc.com](mailto:condo@lawrencerealtyllc.com)

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## DEFINITIONS:

**Management Company:** A company hired by the Association to handle the maintenance, financial and customer service needs of the Association.

Lawrence Realty LLC, PO Box 35849, Canton, Ohio 44735  
Phone: (330) 494-9300 (This number also accepts text messages.)

Limited Common Area: Limited Common Area (Element) is ten feet from the front of the condo unit, six feet from the back of the condo unit and four feet from the side of the condo unit. Referred to as Limited Common Elements.

Common Area: All area outside the Limited Common Area (Element) within The Preserve property. Referred to as Common Elements.

Terms used in this Handbook will have the same meaning as the terms used in the Declaration and the Ohio Condominium Act.

## REFERENCE INFORMATION:

Jackson Police Non-Emergency Phone Number: 330-834-3960

## **I. Association Assessments**

- A. Assessments are collected for upkeep, maintenance, and repair of the Common Elements and most of the Limited Common Elements.
- B. The Budget is determined by the Board, which in turn will dictate each unit's assessments obligation for that year.
- C. Assessments are due in accordance with the Collection Policy. (See attached Policy page 15)

## **II. Permitted uses of Units**

- A. The Unit Owner may use their unit for limited home office use, provided the use does not involve customers, clients, employees, or professional deliveries being made to the unit. Advertising your units address as a place of business is prohibited.
- B. Unit Owners may maintain a personal or professional library, and keep:
  - 1. Personal business or professional records or accounts.
  - 2. Conduct personal business or make professional calls.
  - 3. May conduct correspondence.
- C. Use of a unit by the Association in fulfilling its responsibilities.
- D. Garage sales, estate sale and tag sales are prohibited.
- E. Auctions of units must first be approved by the Board of Directors.
- F. No Business can be run from the unit at any time that requires distribution of products.

## **III. Use of Common Elements & Limited Common Elements**

- A. Common Element uses by the Unit Owners, occupants, and guests.
  - a. Unit Owners are prohibited to leave litter, waste, trash, or personal property on the Common Elements, except as specifically authorized by this Handbook.
- B. Limited Common Elements consists of the area shown on the plat map, which is approximately ten feet from the front of the unit, six feet from the back of the unit and four feet from the side of the unit.
  - 1. Limited Common Element is for the Unit Owners use only to protect and provide privacy.
  - 2. Unit Owners are prohibited from leaving anything in their Limited Common Elements that would obstruct the landscaping personnel.
  - 3. Unit Owners are prohibited to leave anything on their deck or patio other than furniture designed and sold for outdoor use.

## **IV. Visible Areas.**

- A. Hanging anything outside or inside a window is prohibited except that a Unit Owner may hang window coverings inside the window, provided the item is designed as tasteful window treatment such as curtains or blinds with neutral solid colors and no patterns.
- B. Nothing may be placed on outside walls of a unit that is offensive. The board reserves the exclusive right to determine what is offensive.

1. Air conditioners, fans, or any other object that protrudes from the window is prohibited.
- C. No signs, awnings, canopy, shutters, or antennas.
  1. Placed upon exterior walls, roof, patio balcony or deck unless authorized by the board in writing.
    - a. Shall be maintained by the Unit Owner, not the Association.
    - b. The following rules apply to awnings.
      1. Fixed awnings with poles must be covered by June 1<sup>st</sup> or the frame must be removed by the unit owner.
      2. Awnings are the unit owner's responsibility to clean and maintain.
      3. Unit Owners must remove any awnings that are not in use, are faded, broken, torn, cracked, deteriorated, or rusted.
      4. When a unit is sold, the new Unit Owner is responsible for maintenance of any Unit Owner added items.
      5. Unit Owners must obtain written board permission before installing an awning.
- D. Water and Gas Meters must be clear of plants and shrubbery.
- E. No political signs may be placed on the unit or on the Common or Limited Common Elements. All signs are prohibited on condominium property except for one sign in the unit's window or Limited Common Elements advertising the unit for sale or rent, of which such signs are prohibited from exceeding 6 square feet.
- F. Alterations/changes to exterior are prohibited without written Board approval.
- G. The addition of a screen door must be approved in writing by the Board.
- H. Front and Back Porch Lights must be consistent with existing fixtures when replaced, must be comparable in color style and size.
  1. Contact Management Company if you are unsure what replacement fixture to purchase.
- I. Changes/additions to porches/decks:
  1. An Improvement Application must be submitted to the Board by the Unit Owner with full description of changes/additions.
  2. If improvements are made without the written consent, the Board may require them to be removed at the Unit Owner's expense.
  3. Unit Owner must pay for such changes/additions.
  4. Maintenance of patios and decks is at Unit Owner's expense.
  5. When a unit is sold, the new Unit Owner is responsible for maintenance of any items added to the Limited Common Elements by any previous Unit Owner.

## **V. Satellite Dishes**

- A. Installation of any satellite dish in the Common Elements is prohibited.
- B. Satellite dishes may not be attached anywhere to the Unit.
- C. See the attached Policy for Satellite Dishes. (Page 17)
- D. If Satellite Dish is removed, the homeowner is responsible for repair where Satellite dish was removed, including the removal of any exposed wiring.
- E. Previous owners must make new owners aware of these regulations.

## **VI. Nuisances**

- A. Parties
  - a. People attending parties at your unit must be contained in your Common Element area within close proximity to your unit.
  - b. Make sure you clean area used following any parties.
  - c. Creating noise that can be heard within other units is prohibited.
  - d. Be considerate of your neighbors.
- B. Do not compromise Limited Common Elements of other units at any time.
  - a. Walking on other's patios, front walks, driveway, flowerbeds, or Limited Common Element area surrounding their unit, or anywhere close to windows of other units is prohibited.
    - 1. Condo owners limited common area is 10 ft. In front of condo, 6 ft. in the back and 4 ft. at the side.
- C. Pets are prohibited from causing or creating a nuisance or detrimental effect on Condominium Property. Examples of such nuisance activities are as follows:
  - a. Pets whose unruly behavior causes personal injury or property damage.
  - b. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of day.
  - c. Pets outside the unit who are not accompanied by and under the complete physical control of the owner, or a competent adult and on a handheld leash no more than six feet in length.
  - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior towards any person, or their pet(s).
  - e. Pets that are conspicuously unclean or parasite infested.
- D. Occupants are prohibited to encourage wildlife to come on to the Common Elements, or Limited Common Elements. Leaving food outside the unit is prohibited.
- E. It is the right of the Unit Owner to contact the police if there is a nuisance or noise issue at any time of the day.
- F. Boating, swimming, or any other recreational activity is prohibited in or on the pond, unless Board approved for goose nest mitigation.

## **VII. Vehicles**

- A. The Board may regulate parking restrictions of automobiles, inoperable vehicles, trucks, boats, and recreational vehicles on the common areas.
- B. The Board may enforce regulations or restrictions as follows:
  - 1. There will be an assessment enforced if needed.
  - 2. Towing away
  - 3. Other action in its sole discretion that is deemed appropriate.
  - 4. Our Speed Limit is 15 mph.
    - a. Children and grandchildren playing.
    - b. Residents may be walking.

## **VIII. Parking**

- A. Parking of vehicles on the streets within the Preserve Condominium is prohibited between 1:00 am and 6:00am.
- B. Commercial vehicles or any vehicle advertising a business is prohibited to be parked in any driveway between 10:00pm and 6:00am. In addition, motor homes, vans, buses, boats, trailers, recreational vehicles, motorcycles, etc, are prohibited to be parked in the driveway between 10:00pm and 6:00am.

- C. Vehicles are prohibited to be driven upon any grassy area of the Condominium Property. Any cost of repair or damage to grassy area or other areas will be the responsibility of the Unit Owner.
- D. Parking in front of mailboxes or fire hydrants at any time is prohibited.
- E. Parking on both sides of the street is prohibited - this would prohibit EMS vehicles and Fire Trucks to enter and exit.
- F. If parking infractions are not resolved, the Board has the option of towing the vehicle at the Unit Owner's expense.
- G. Requests for any exceptions can be taken to the Board for consideration but must be approved in writing.

### **IX. Renting or Leasing**

- A. No unit may be rented or leased for transient or hotel purposes. Leasing a unit for less than 60 days or advertising a unit for lease for less than 60 days is prohibited.
- B. No leases may be for less than the entire unit.
- C. A copy of all leases must be provided to the Board prior to the commencement of the lease.
  - 1. Refer to Article 3.9 of the Declaration Vol. 1391.
- D. A copy of Rules Regulations must be given to Renters at Unit Owners expense.
- E. Reminder: Unit Owner is responsible for renter's violations.

### **X. Signs**

- A. Signs are prohibited to be displayed to the public view on the Condominium property except:
  - 1. Signs which regulate the Common Elements as approved by the Board.
  - 2. One professionally prepared sign advertising the unit for sale or lease.
    - a. Sign can be in front mulch bed or on the interior side of one front window.
- B. Unit Owners desiring to have Open Houses
  - 1. Signs may be put up the day of the Open House.
  - 2. One directional sign may be put up the day of the Open House at the entrance of your choice.
  - 3. All Open House signs and Directional signs must be removed immediately after the Open House ends, and always before sunset on the day of the Open House.
- C. No Garage Sales or Tag Sales are permitted.

### **XI. Flags**

- A. 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.
- B. The flag must be made of nylon, polyester, or cotton.
- C. 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.
- D. The preferred location for an American Flag is in the mulched Limited Common Element adjacent to the Unit.
- E. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.
- F. The flag must be removed at night, or a light must be on it during the night.



## **XII. Pets**

- A. Pets are prohibited outside of the Unit except on a six-foot leash held by a responsible person.
- B. Unit Owners are solely responsible for immediate removal and/or cleaning of waste product of such pet, whether in Common Element or Limited Common Element (including streets, driveways, mulch beds, decks, sidewalks, etc.).
- C. The Board has the Right to enforce assessments against persons who do not cleanup after or control their pets on a leash.
  - 1. The Board can terminate the right of a unit owner to maintain a pet in their unit for not following these rules and/or because it creates a nuisance or a detrimental effect on other condo unit owners.
- D. Pets are prohibited on the Limited Common Elements of other units.
- E. Control your pet so that barking is kept at a minimum.
  - 1. Especially between the hours of 10:00 p.m. and 7:00 a.m.
  - 2. It is the right of all Unit Owners to contact the Police if there is a noise/barking issue at any time of day.
  - 3. The Board may terminate the right of a Unit Owner to maintain a pet in their unit if noise/barking continues after Police warnings.
- F. Unit Owners are only permitted to bring household pets on condominium property. Non-household pets that are prohibited include, but are not limited to rabbits, livestock, fowl, poultry, pigs, snakes, or other reptiles, horses, and wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet.

## **XIII. Wildlife/Animals**

- A. Animals are prohibited to be raised or bred in the Units or on the Common Elements for commercial purposes.
- B. Unit owners are prohibited from feeding any wildlife except as specifically authorized by this handbook.
- C. Any problems with wildlife should be immediately reported to the Management Company.
- D. Birdfeeders are to be in the mulch bed area only.
  - 1. Only one birdfeeder per unit and it must be an enclosed bird feeder which does not allow feed to drop to the ground. This is to discourage attracting rodents into the area. The bird feeder is not permitted to be attached to the building.

## **XIV. Laundry**

- A. Clothes, sheets, blankets, or laundry of any kind are prohibited to be hung out or exposed on any part of the Common or Limited Common Elements.
  - 1. Refer to Article 3.15 of the Declaration Vol. 1391.

## **XV. Obstruction of Common Elements**

- A. Nothing is to be left in the Common Elements, except as specifically authorized by this handbook.
- B. Altering or constructing anything upon Limited Common or Common Elements without prior written consent of the Board is expressly prohibited.
- C. Expressly prohibited swimming pools, outdoor whirlpools, trampolines, swing sets, basketball hoops and similar recreational items.
- D. If lawn care service must move any lawn ornaments to cut the grass and charges

are made to the Association, the Association will pass the added costs along to the Unit Owner by levying an enforcement assessment.

#### **XVI. Pollution Control**

- A. Chemicals, waste, trash, and litter is prohibited to be added to the Marsh or Wetland areas per a ruling by the EPA.
- B. Using extra fertilizer of any kind is prohibited.
- C. Unit owners may use only environmentally safe chemical compounds for the purpose of melting snow or ice on the limited common areas

#### **XVII. Common Element landscaping and additions to the Condominium Property.**

- A. The Board believes additional landscaping added to the Common Elements adds beauty and value to The Preserve.
- B. Unit Owners may plant annuals in existing mulch beds, but may only alter any perennials in the front of the unit;
  - 1. By seeking permission from the Board.
    - a. An approval request is submitted to and approved in writing by the Board by the Unit Owner.
    - b. If improvements are made without the consent, the Board may remove at the Unit Owner's cost.
    - c. Unit Owner must pay for such landscaping changes/additions.
    - d. Thereafter the Association will maintain and/or upkeep the new front landscaping after it is planted.
      - 1. The Board reserves the right to amend this policy if cost becomes exorbitant.
- C. Unit owners may plant to their pleasure in the side and back mulch beds in accordance with the following:
  - 1. If Limited Common Elements is not already designated as a flower bed, Unit Owner must request written permission from the Board.
  - 2. The Unit Owner will be responsible for the cost and cost of upkeep.
  - 3. As long as it does not become offensive or overpowering to neighboring condo Unit Owners, the request will be granted.
  - 4. Fruit and vegetable gardens are prohibited in the mulch beds.
  - 5. Unit Owners may have two tomato plants in the back of the unit if properly tended and removed by October 25th.
  - 6. Any cost to correct poorly maintained landscaping on side or back of unit is Unit Owner's responsibility.
  - 7. When a unit is sold, the new Unit Owner is responsible for maintenance of the plants added by the previous Unit Owners.
- D. Shepherd hooks are limited to one double and one single (or a combination of 3 singles per unit).
- E. Only two trellises are allowed.
  - 1. Must be placed only in the mulch bed adjacent to the unit.
  - 2. Cannot attach to the unit.
- F. Areas along the wetlands and retention pond may be trimmed back to no less than three feet and no earth is disturbed, while keeping in mind that this vegetation is a natural barrier that keeps geese from walking out of the water and on to open Common Elements.

### Enforcement Policy

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guests, or the occupants, including tenants, of his/her unit.
  
- B. 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 effectuation a legal remedy to impose compliance, including court costs and attorney 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 will also be added to the responsible Unit Owner's account.
  
- D. In addition to any other action and in accordance with the procedure outlined in Section 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, the following procedure will be followed:
  - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
    - a. A reasonable date by which the Unit Owner must cure the violation to avoid proposed charge or assessment; and
    - b. A description of the property damage, or violation; and
    - c. The amount of the proposed charge and/or enforcement assessment; and
    - d. 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.
  
  - 2. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice [to the Management Company] which must be received by the Board not later than the tenth (10<sup>th</sup>) day after the unit owner received the notice required by Item E-1 above.
    - a. 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 enforcement assessment will be immediately imposed; and
  
    - b. 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 owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

3. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than thirty (30) days.

### **XVIII. Request Forms**

- A. All requests must be submitted in writing.
- B. Written requests should be mailed or e-mailed to Management Company for consideration.
- C. All requests are voted on by the Board at the next meeting.
- D. You will receive a letter from Management Company as to the decision of the Board.
- E. Forms can be found on The Preserve HOA website or may be requested from the Community Association Manager.

## **THE PRESERVE HOA COLLECTION POLICY**

1. All assessments are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the 10<sup>th</sup> day of the month.
2. An administrative late charge of \$20.00 per month will be added for any late payment or any balance of unpaid assessments. This amount may be increased upon further notice.
3. The association will apply any payments in the following order:
  - A. Interest owed to the Association;
  - B. Administrative late fees owed to the Association;
  - C. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and finally,
  - D. Oldest principal amounts owed for common expenses, enforcement of other assessments, and any other individual assessments charged to the account.
4. Any unpaid assessments may result in the Association filing the lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is rented, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
5. Once a unit owner has become delinquent in the payment of dues, fees, or assessments for a period of more than 89 days, the board will direct the property manager to immediately take action by contacting the board's designated attorneys and instruct them to take steps for filing of the lien.
6. Any costs the Association may incur in the collection of unpaid assessments, including non-sufficient bank fees, attorneys' fees, recording costs, title reports and court costs, will be charged back to the account of the delinquent owner.
7. If any Owner (either by their conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the Bylaws or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or

cure such violation. Any cost the Association incurs taking such action will be charged back to the account.

8. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

## **The Preserve HOA Policy for Satellite Dishes**

**Scope:** To establish a standard policy for homeowners who wish to have a Satellite Dish installed in place of cable TV Service.

### **Policy:**

1. Satellite Dishes are prohibited from being placed in the Common Elements.
2. If the Unit Owner contemplates the installation of a Satellite Dish elsewhere on the Condominium Property, they must comply with this Satellite Policy.
3. Unit Owners must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used. (See section 9.)
4. **Acceptable Satellite Dishes.** One direct broadcast satellite (DBS) or one multichannel multipoint distribution service antenna (MMDS) are permitted. Additional dishes may not be installed unless the Unit Owner establishes a specific need for such dishes reasonably acceptable to the board.
5. **Location of Installation.** All dishes must be installed indoors unless acceptable signal quality cannot be received. If it is necessary to install outdoors, the dish must be installed behind the Unit, or in such a location as to ensure that the dish is not visible from the street and second from neighboring Units. If an acceptable quality signal cannot be received in a location not visible from the street, the dish will be installed in such location providing an acceptable signal and the maximum protection against visibility from the street and neighboring Units is as reasonable as possible.
6. **Installation of Satellite Dishes**
  - a. All dishes must be installed in compliance with local building and safety codes, in accordance with manufacturer's instructions.
  - b. All installations will take aesthetic considerations into account. There will be a minimum of exposed wiring on the exterior of the unit, which wiring will be buried in the ground (if applicable) and will enter the unit at the point closest to the installation location of the dish. Any portion of the dish, mast, and wiring that are visible from the street, or neighboring unit will be painted to match the color of the structure they are adjacent to or attached to unless otherwise camouflaged, shielded, or screened as provided for in paragraph 3.c.
  - c. Dishes must be camouflaged, screened, or shielded by landscaping or other objects, such as imitation rocks, as approved or instructed by the Board, to prevent view of the dish from the street and from other units to the maximum extent possible.
  - d. All contracted installers must maintain general liability insurance, including completed operations of at least \$500,000.00 and Workers Compensation coverage.
7. **Maintenance**
  - a. Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to repair, replace, maintain, move, (either on a temporary or permanent basis when necessary in conjunction with the Association's



maintenance, repair, or replacement of those portions of the Condominium's Property for which it is responsible) or remove dishes or any related materials, including but not limited to, screening materials, structures, or other items associated or appurtenant to the dish; for the repair of all damage to any portion of the Condominium Property (including, but not limited to, all Common Elements and Limited Common Elements) caused by the installation, maintenance, repair, replacement or removal of dishes (including, without limitation, excessive wear and tear to any portion of the Condominium Property as solely determined by the Board); and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance, repair, or replacement (or any lack thereof), or removal of the dishes.

- b. Unit Owners have 72 hours to repair or remove a dish if it becomes detached from its installation base. The Association may remove the dish at the Owner's expense after 72 hours, or at any time that the detachment threatened the safety of persons or property.
8. **Masts** – Mast height may not be higher than necessary to receive acceptable signals. Masts extending greater than 12 feet above the roofline of the gutters must be pre-approved by the Board and must be installed by a licensed and insured contractor.
  9. **Notification and Waiver** – The Notification and Waiver along with a drawing of the proposed dish installation location, height, and screening materials, must be submitted to the Board prior to any installation. The Notification and Waiver can be found on the website or obtained through the property manager.
  10. **Severability** – If any of the foregoing guidelines and rules or provisions are declared void, such provision will be deemed severed from this policy which otherwise will remain in full force and effect.