

BRIDGEPORT COMMONS CONDOMINIUM ASSOCIATION



OWNER HANDBOOK OF RULES AND REGULATIONS

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Welcome to the Bridgeport Commons Condominium Association! Your volunteer Board of Directors' number one priority is reasonably maintaining and increasing the value of each Unit in our Condominium Property.

This handbook includes rules and regulations designed to provide a reasonably healthy, safe, and comfortable environment for all of our residents. We are an unusual community in that our governing documents require a majority vote of our membership to approve what rules will be in place, and that is how this handbook was created.

Please consult the Declaration of Condominium Ownership, Bylaws, Unit Owners' Guide, and all amendments for complete information. The definitions and summaries provided here are only intended for quick reference, and any errors contained herein are solely the writer's and will not supersede the actual legal wording in the recorded governing documents.

Sincerely,

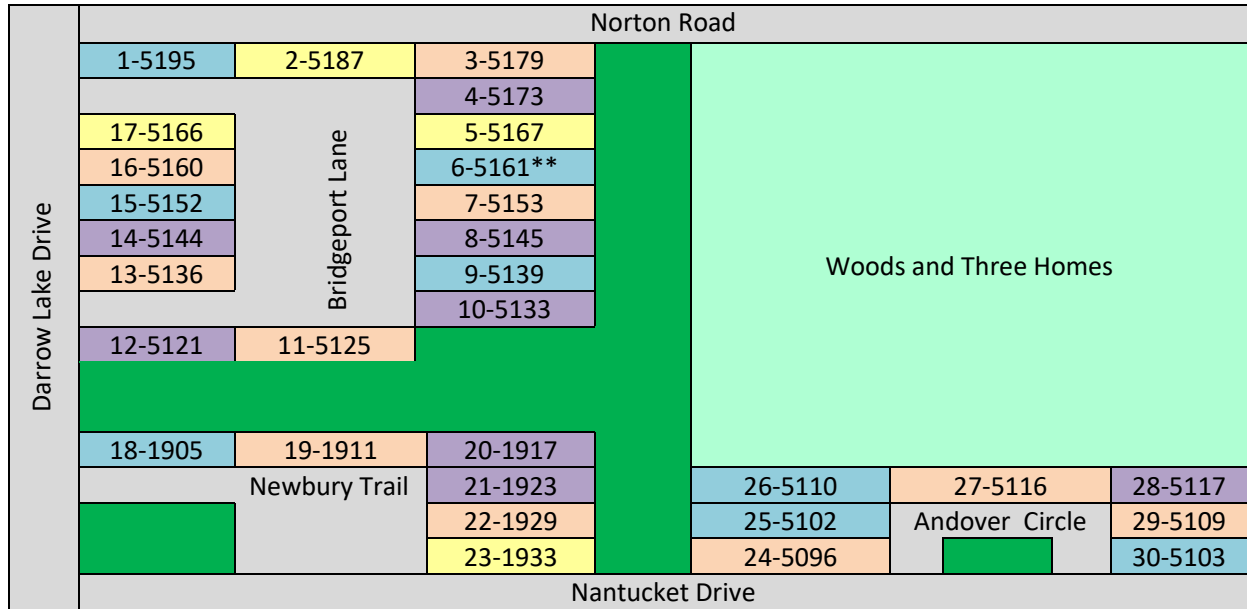
The Board of Directors
Bridgeport Commons Condominium Association

This handbook is the sole property of the Bridgeport Commons Condominium Association and cannot be used by any other association or duplicated in whole or part without written permission of the Board of Directors.

Written by Susan Carpenter, Secretary/Treasurer, Summer 2012 & Updated Fall 2016

INTRODUCTION

The Bridgeport Commons Condominium Association is incorporated under the laws of the State of Ohio as a not-for-profit corporation. It includes 30 single-story Units with attached garages within 12 buildings and sits on a 7.0216-acre* parcel of land in the City of Stow. The following diagram shows the Unit number followed by the address for each Unit as well as a listing of each Unit type. Also included is a satellite photo of our Condominium Property.

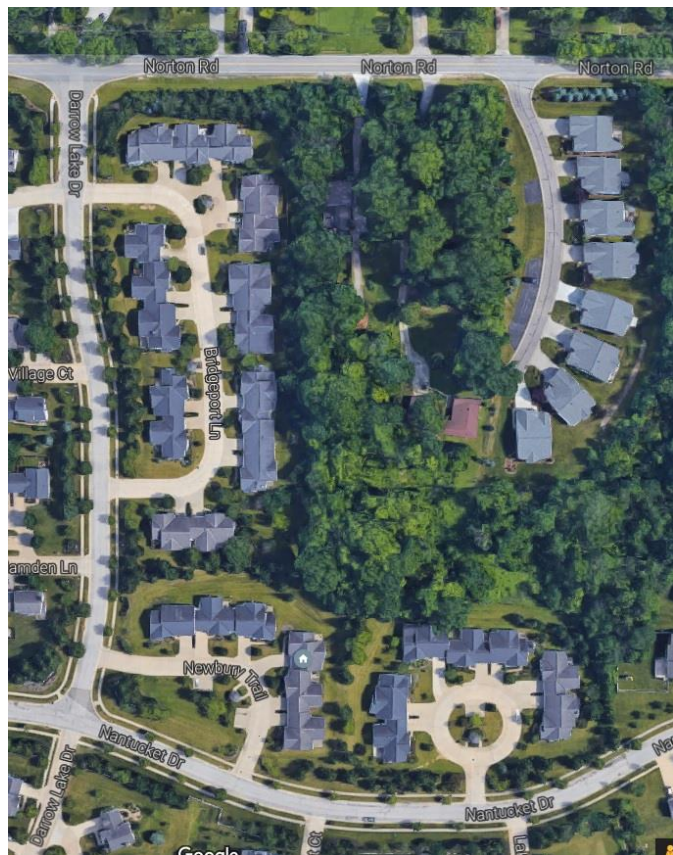


Walden
Bradford
Alcott
Lancaster

Please note that page 5 of our Declaration of Condominium Ownership describes four Unit types as Middleton, Walden, Alcott, and Lancaster. No Middletons were ever built, but we have three Bradfords that are not described in the Declaration

*as recorded in the Darrow Lake Homeowners Association Declarations filed with the Summit County Auditor (now part of the Summit County Fiscal Office), #54131812, April 24, 1998

**this is the only Walden with an exterior column



We are located in the City of Stow, Ohio, and our three roads—Bridgeport Lane, Newbury Trail, and Andover Circle—are private roadways and reasonably maintained by the Association.

Water is provided and billed to each Unit individually by the City of Stow, and the sewer service is provided by Summit County's Department of Environmental Services and is also billed to each Unit individually.

Trash service is provided by the Association, and pickup day is Wednesday morning unless it is an actual holiday, which delays pickup until Thursday.

The Board of Directors consists of three Unit Owners who are elected by their fellow Unit Owners. The election is currently held each May during the annual membership meeting, and one board member is elected each year to a three-year term. Service as a board member is an unpaid position, and meetings are typically held on the second Monday of every other month. Unit Owners are always welcome to attend, but if you have concerns to bring before the board we ask that you put them in writing to KareCondo prior to the meeting so that we can be prepared for a productive session.

Although the board makes all major decisions affecting our Association, we also rely on our management company to oversee the day-to-day operations, reasonable maintenance of common elements, contracts with vendors, payment of bills, and to serve as your primary contact for any issue you may have from paying your monthly fee to a maintenance issue with your Unit.

All communication regarding the Association should go through the management company, not the board, in order to assure that your issue or concern is resolved in a timely and consistent manner. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the management company.

In addition, we ask that you not communicate directly with any of the Association contractors, such as landscape and snow removal. If you have an issue with any of these contractors, please contact the management company.

Contact info for our management company:

KareCondo
P. O. Box 1714
Stow, OH 44224
330.688.4900
www.karecondo.com

Bruce Cedar, President and Association Property Manager
Shaye Painter, Association Property Manager

bcedar@karecondo.com
spainter@karecondo.com

I. GOVERNING DOCUMENTS

The original Bridgeport Commons Condominium Association's governing documents are:

1. Declaration of Condominium Ownership
#54136734 filed with Summit County Auditor (now part of the Summit County Fiscal Office)
Pages 1-17
Date: May 7, 1998
2. By-Laws
#54136734 filed with Summit County Auditor (now part of the Summit County Fiscal Office)
Pages 1-20
Date: May 7, 1998

In addition to our original governing documents, four amendments have been filed:

1. The developer, Whitlatch & Co., filed an amendment which stated that all 30 units had been sold and showed the final percent of interest for each unit:

#54600690 filed with Summit County Auditor (now part of the Summit County Fiscal Office)
Pages 1-4
Date: September 25, 2001
2. The association filed an amendment that governs the rental/leasing of units:

#54642407 filed with Summit County Auditor (now part of the Summit County Fiscal Office)
Pages 1-3
Date: January 4, 2002
3. The association filed an amendment that brought our original governing documents into compliance with Ohio Revised Code Chapter 5311, laws that govern condominium associations:

#55289531 filed with Summit County Fiscal Officer
Pages 1-8
Date: February 14, 2006
4. The association filed an amendment that governs (1) sex offenders residing or occupying a unit and (2) where the association can maintain a bank account:

#55640060 filed with Summit County Fiscal Officer
Pages 1-5
Date: July 23, 2009

There are also numerous documents concerning Darrow Lake and the Darrow Lake Homeowners Association

Copies of these documents can be purchased from KareCondo, or you can find them online at:
<http://fiscaloffice.summitoh.net/index.php/recorded-documents/>
The easiest way is to search by reception number, such as 54136734.

II. COMMON ELEMENT DEFINITIONS

Property ownership within a condominium association is different from a traditional home. This section gives a brief definition of the two ownership elements and is followed by a section describing the areas, restrictions, and maintenance responsibilities.

Please refer to the Declaration of Condominium Ownership page 7 for the complete definitions.

A. Common Elements Definition

All Unit Owners share ownership of all common elements including but limited to the land, foundations, slabs, structural elements, exterior surfaces of units, exterior utility lines, drives, parking areas, trees, shrubs, and landscaping; in addition, as an Association and Unit Owners we are members of the Darrow Lake Home-owners Association (Instruments #5406630 and 54131812 of Summit County Records) along with Westport, Lakeside, Bayside Lakes, and Rockport Colony.

B. Limited Common Elements

Each Unit Owner has exclusive use of that Unit's limited common elements which are immediately adjacent to that Unit:

Front: approximately 22 feet from front of garage forward and 20 feet from the front of the unit forward
Back: approximately 20 feet from the rear of the unit backward
Side: approximately 5 feet from the side of end units

III. MAINTENANCE

Please refer to the Declaration of Condominium Ownership pages 6-10 for the complete common elements description, restrictions, rights, and maintenance.

A. Common Elements Maintenance

The Association is responsible for the reasonable maintenance of the common elements, which is funded through the monthly fees:

1. Electrical service for common elements lighting
2. Trash removal service
3. Insurance (casualty, liability, workers comp, board/officer liability)
4. Landscaping and extermination
5. Reasonable snow removal
6. Unit elements (siding, trim, foundations, roofs, spouting, driveways, gazebos)

B. Limited Common Elements & Unit Maintenance

Each Unit Owner is responsible for providing for the following limited common elements and Unit maintenance:

1. interior walls
2. interior surface of floors and flooring materials

3. ceilings
4. windows and doors, including glass and screens
5. heating/cooling located within the Unit
6. garage door openers and interior surface of the garage
7. patios
8. fences
9. Owner insurance coverage

IV. RESTRICTIONS - UNIT

Please refer to the Declaration of Condominium Ownership pages 6-11 for the complete common elements description, restrictions, rights, and maintenance.

The following restrictions are categorized as either being from our original governing documents (1998), from changes adopted from 2003-2011, our additions from 2012, or our current 2016 additions:

A. Animals/Pets	
Original 1998	Animals cannot be kept for commercial purposes, but common household pets are allowed subject to rules adopted by Board of Directors. Pets cannot be tied, nor can there be any pet runs in any common elements.
Adopted 2003- 2011	Common house pets are permitted and must be leashed and immediately cleaned up after
New Addi- tions 2012	<ol style="list-style-type: none"> 1. Government Ordinances - All City of Stow, County of Summit, and State of Ohio ordinances/laws regarding animals/pets must be followed, including those that regulate exotic, dangerous, and vicious animals. Violations of these City ordinances should be reported to the Stow Police Department at the nonemergency phone number of 330.689.5700. 2. Leash – when pets are outside, they must be on a hand-held leash no more than 8 feet in length and must be accompanied by the unit owner at all times; reflective devices are strongly recommended during nondaylight hours 3. Stake – pets are prohibited to be staked at any time, even when the Unit Owner or owner is present 4. Pet Runs – prohibited 5. Pet Fences (visible or invisible) - prohibited 6. Pet Waste – must be cleaned up immediately and disposed of properly 7. Pet Damage – Unit Owners are responsible for any damage a pet causes to common elements or limited common elements

B. Architectural Control/Installations/Improvements	
Original 1998	<ol style="list-style-type: none"> 1. No building, fence, wall, or other structure is to be erected, placed, or altered until detailed written plans have been submitted to the Board. The plans must include the nature, kind, shape, height, materials, colors, and

	<p>locations so the Board can assure that the change will be in architectural harmony with the rest of the property.</p> <p>2. No installations or improvements can be made without prior written consent of Board of Directors</p>
Adopted 2003-2012	<p>The following are installations/improvements restrictions adopted between 2003-2011 that require Board approval (in order to maintain architectural harmony), and the Unit Owner assumes all responsibility for the maintenance of such improvements:</p> <ol style="list-style-type: none"> 1. Awnings/Canopies 2. Decks/Patios – permitted only in rear and side limited common elements 3. Door Kick Plates and Peepholes 4. Exterior Lighting (requires approval and cannot create annoyance for other residents) 5. Fences/Walls (only permitted on rear and side, must be dog-eared, board-on-board, with clear/natural finish) 6. Front Door Color Change 7. Storm/Screen Doors – must be white only, full-view (glass extends fully from top to bottom), and clear, nondecorated glass 8. Window Shutters 9. Hot Tubs - The installation of any portable or installed hot tubs, including Jacuzzis and similar installations, is prohibited. 10. Roof-Mounted Antennas – The installation of any roof-mounted antenna is prohibited.
New Addition 2016	<ol style="list-style-type: none"> 1. Security Cameras – prior to installing a security camera, Board approval is necessary

C. Automobiles/Vehicles	
Original 1998	No vehicles such as commercial trucks, motor homes, boats, or other recreational vehicles can be parked or stored on any street or driveway
Adopted 2003-2012	<ol style="list-style-type: none"> 1. Car repairs may be completed only within the Unit Owner’s garage 2. Visitors must first park their vehicles on the parking pads and driveways before parking in the street 3. When snow exceeds 2 inches, parking in common elements is prohibited 4. Bikes, skateboards, or roller blades are permitted on pavement but not on grassy areas 5. All boats, motor homes, and recreational vehicles must be stored in the garage 6. Speed Limit – 5 mph 7. Inoperable Vehicles (more than 48 hours) – vehicles which are disabled, inoperable, or abandoned for more than 48 hours are prohibited from being parked in common parking pads, streets, and/or driveways. Unit Owners may park inoperable vehicles in their garages.

D. Landscaping	
Original 1998	The Unit Owner has the right to (1) plant and maintain flowers and shrubs in the front and side of the Limited Commons Elements; and (2) undertake such landscape improvements as the Unit Owner may desire in the rear of their Limited Common Elements including the installation of walks, landscape structures and recreational equipment. Permanent placement of recreational equipment may result in Unit Owner having to maintain the area (i.e., grass mowing).
Adopted 2003- 2012	The following are restrictions adopted between 2003-2011 that require Board approval (in order to maintain architectural harmony), and the Unit Owner assumes all responsibility for the maintenance of such improvements:
	<ol style="list-style-type: none"> 1. Flowers & shrubs added by Unit Owner must be maintained by Unit Owner 2. Planters and hanging baskets must be tasteful, minimal, and removed at the end of each season 3. Trees may be added, but the types following types are prohibited due to the susceptibility to disease, weak wood, or interference with maintenance: American Elm, Black Locust, Box Elder Maple, Catalpa, Common Alder, Common Poplar, Cotton Wood, Devils Walking Stick, European Alder, Lombardi Poplar, Mulberry, Osage Orange, Russian Olive, Silver Maple, Tree of Heaven, and Weeping Willow 4. Vegetable plants added by Unit Owner (rear beds only) must be maintained by Unit Owner and cleaned up at the end of each season 5. Garden implements and hoses must be stored out of view after use and must be stored inside during winter months) 6. Artificial flowers may not be added to landscaping beds 7. Statuary may be added to the landscaping beds but must be smaller than 18" in any linear measurement, and no more than 5 objects are permitted
New Addition 2016	<ol style="list-style-type: none"> 1. Ash trees are also prohibited due to the susceptibility to disease, weak wood, or interference with maintenance.

E. Miscellaneous	
Original 1998	<ol style="list-style-type: none"> 1. Neither Units nor garages can be used to store hazardous substances 2. Laundry is prohibited to be hung outside

Adopted 2003- 2011	<ol style="list-style-type: none"> 1. Garage or yard sales are prohibited (see New Additions 2012 section below) 2. Gazebos are prohibited 3. Outdoor holiday decorations are permitted if minimal and tasteful. They can be installed two weeks prior to the holiday and must be removed within two weeks following the holiday. Nothing can be attached to the exterior of the unit. 4. Outdoor nonholiday decorations are permitted if minimal and tasteful. Nothing can be attached to the exterior of the unit. 5. Sale of Unit – Unit Owners are responsible for giving new Unit Owners the recorded Declarations and Bylaws, rules and regulations, amendments, and any letters of approval from the Board of Directors 6. US Flag – one can be mounted on either the front door frame or the garage door frame. 7. Wind chimes and other exterior noisemakers are prohibited
New Addi- tions 2012	<ol style="list-style-type: none"> 1. Sales - Garage or yard sales, as well as estate sales, whether conducted from inside or outside the unit, are prohibited. 2. Solicitation - all solicitation is prohibited 3. Real Estate Signs – one for sale sign is permitted, which must be placed in a Unit window; in addition, an open house sign is permitted only on the day of the open house and must also be placed in a Unit window only 4. Signs (Other) – only one other sign permitted, Stow’s “no solicitation invited” or a fire department sign for number of pets in home, which must be placed in window; you may request a sign that combines both these issues from your Board of Directors 5. Trash Cans – Trash pickup day is Wednesday morning unless it is an actual holiday, which delays pickup until Thursday. Trash cans may be put out Tuesday evening (or Wednesday evening if pickup is delayed by a holiday) and must be returned to the garage by the end of the day on Wednesday (or Thursday if pickup is delayed by a holiday).

F. Outdoor Storage	
Original 1998	Furniture or appliances are prohibited to be permanently placed in common elements areas. The patio area can contain patio furniture and grills.
Adopted 2003- 2011	<ol style="list-style-type: none"> 1. Only patio furniture and grills may be stored on the patio 2. Outdoor storage sheds or units are prohibited.
New Addi- tions 2012	<ol style="list-style-type: none"> 1. Open charcoal grills and natural gas grills are prohibited 2. In accordance with the Ohio Fire code, gas grills or other types of open-flame devices are prohibited to be used within 10 feet of a multi-family building. Violations of this Fire code should be reported to the Stow Fire Department at the nonemergency number of 330.689.5700.

G. Residency Restrictions	
Original 1998	none
Adopted 2003-2011	<ol style="list-style-type: none"> 1. <u>Renting/Leasing</u>: In general, Units cannot be rented/leased. However, the Board of Directors can grant permission for a one-time hardship to Unit Owners for a period not less than 6 months nor more than 12 months. For complete details, see the amendment recorded with the Summit County Auditor (now part of the Summit County Fiscal Office), #54642407, January 4, 2002. 2. <u>Sex Offenders</u>: In general, persons classified as Tier III or Tier II sexual offenders or child victim offenders are prohibited from residing in any of our Units. For complete details, see the amendment recorded with the Summit County Auditor (now part of the Summit County Fiscal Office), #55640060, July 23, 2009.
New Additions 2012	At no time is there to be more than two persons per bedroom residing in a Unit

H. Residential Use Only	
Original 1998	Units are for residential purposes only, but an in-home office/studio is permitted if it meets City of Stow zoning requirements and does not interfere with peace and quiet of neighbors
Adopted 2003-2011	None
New Additions 2012	None

V. RESTRICTIONS – ADMINISTRATIVE POLICIES

A. Collection Policy (Board adopted October 19, 2009, revised October 2012)

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the 10th of the month.
2. An administrative late charge of twenty-five dollars (\$25) per month will be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made will be applied in the following order:
 - a. Interest and/or administrative late fees owed to the Association
 - b. Collection costs and/or attorneys' fees incurred by the Association
 - c. Principal amounts owed on the account for common expenses and assessments
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
5. Any costs, including attorneys' fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.
6. If any Unit Owner (either by his or her conduct or by the conduct of any resident) 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 will not be obligated to, undertake such performance or cure such violation and will 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 will be deemed to be an additional assessment and will 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.
7. If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

B. Complaint Procedure (Board adopted April 19, 2010, effective May 1, 2010, revised October 2012)

1. 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.
2. Reports of violation should include violator's name or Unit address (both if available) and a detailed description of the alleged violation, i.e. date, time, location, etc.
3. The Board of Directors and/or 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.
4. If reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

C. Enforcement Procedures (Board adopted April 19, 2010, effective May 1, 2010, revised October 2012)

1. The Unit Owner will be responsible for any violation of the Declaration, Bylaws, or Rules and Regulations by the Unit Owner, guest(s), or the residents, including tenants and employees, if any, of his or her Unit.
2. Notwithstanding anything contained in these Rules and Regulations, the Board has 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, will be added to the account of the responsible Unit Owner.

3. All costs of extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment, and/or c) if the violation is of an ongoing 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:
 - i. If applicable, a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
 - ii. A description of the property damage or violation;
 - iii. The amount of the proposed charge and/or enforcement assessment; and,
 - iv. 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.
6. 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 day after receiving the notice required by Item 5a above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board must 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
 - 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 Unit Owner to abate action, and intent to impose an enforcement assessment will 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.
7. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than 10 days.

D. Records Request Policy (Board adopted October 10, 2011, revised October 2012)

1. Records Available for Inspection
 - a. The Board may withhold from inspection any records that in its reasonable business judgment would:
 - b. Constitute an unwarranted invasion of privacy;
 - c. Constitute privileged information under the attorney-client privilege;
 - d. Involve pending or anticipated litigation or contract negotiations;
 - e. Involve the employment, promotion, discipline, or dismissal of a specific Board Member or Employee; and/or
 - f. Enforcement action.
2. All Requests for Records Must Be In Writing*
 - a. A Unit Owner who wants to inspect or copy the Association's records must submit a written request to the Board or 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.
3. Only Unit Owners or Authorized Representative May Inspect

- a. Every Unit Owner has the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.
 - b. 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.
4. Rules of Conduct and Procedure governing Request to Inspect/Copy
- a. All inspections will take place at the Association's office or at such other location as the Board designates. Unit Owner are prohibited to remove original records from the location where the inspection is taking place.
 - b. The Association will make records available for inspection on or before the 5th 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 Unit 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.
 - c. Unit Owners are prohibited to alter Association records in any manner.
 - d. All people inspecting or requesting copies of records must conduct themselves in a businesslike manner and not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The Association will assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection will be directed only to that one staff person.
 - e. 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.
 - f. Unit Owners cannot exercise their inspection or copying rights to harass any other Unit Owner or resident, Board member, its managing agent, officer, director, or employee.
5. Charges for Copies/Inspection
- a. Upon written request, Unit Owners will be provided meeting minutes at no charge.
 - b. Other than meeting minutes, the Unit Owner must pay \$0.12 per page for copying regular or legal sized records. In addition, the Unit Owner must pay a minimum clerical fee of \$25.00 for the copying of pages 1 through 50 plus an additional clerical fee of \$10.00 for every increment of 50 pages copied thereafter.
 - c. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The Unit Owner must pay \$50.00 per hour in quarter hour increments for staff attendance at the records inspection.
 - d. 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.

*A Request to Inspect Records form is included in the Appendix

E. Satellite Dish Policy (Board adopted September 29, 2009, revised October 2012)

The Federal Communications Commission's rule governing satellite dishes in community associations is called "The Over-the-Air-Reception Device (OTARD) rule, and it is a result of the 1996 Telecommunications Act, Section 207.

Intermingling the language of the OTARD rule and the Declarations and Bylaws, the Board has adopted these guidelines for our residents:

1. **Notice.** Before satellite dish/antenna installation can begin, residents must complete the "Notice to Install Satellite Dish/Antenna" form (Appendix, page 16)

2. **Location.** Residents have the right to install a satellite dish on the property assigned as the Unit's limited common element. Specifically, a dish/antenna:
 - a. should be installed entirely within in the rear patio area unless there is no acceptable quality signal there
 - b. cannot be attached to, or encroach into or over, any common element such as a roof or exterior surface (concrete, heating/cooling system, wall, etc.) or common element grassy areas
 - c. should be installed in as aesthetically pleasing way as possible, which might include shielding it with shrubbery or patio furniture, painting it to match the building, and considering proximity of neighboring Units
3. **Safety.** To ensure all resident's safety, as well as that of maintenance and landscaping contractors, dish installation must meet all Stow and Summit County building and safety codes
4. **Maintenance.** Unit Owners are wholly responsible for the maintenance of the dish and any damage it might cause to any common element. If the Unit Owner sells the Unit, the dish/antenna must be removed and the Unit restored to its original condition. Unit Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit Owner's expense after 72 hours, or at any time if the detachment threatens the safety of persons or property.

*A Notice to Install Satellite Dish form is included in the Appendix, page ~~16~~ 17

VI. APPENDIX - FORMS

A. Request to Inspect Records

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. 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 Unit 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 must take place during management company's normal business hours.

Copying charges are \$0.12 per page and a minimum clerical fee of \$25.00 for the copying of pages 1 through 50 plus an additional clerical fee of \$10.00 for every additional increment of 50 pages copied. The actual cost of all mailing charges will also be the Unit Owner's responsibility. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. You, the Unit Owner, agree to pay \$50.00 per hour in half hour increments for staff attendance at the records inspection. All inspection, copying, and mailing charges will be assessed to the Unit Owner's account and/or paid in advance, as the Board determines.

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 7 business days of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$25.00, do you wish to receive a total estimate of the charges before receiving the 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 Bridgeport Commons 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

B. Notice to Install Satellite Dish

Resident(s) Name		Date	
Street Address		Telephone	
Installation Company		Dish Diameter	
Type of Dish	<input type="checkbox"/> direct broadcast <input type="checkbox"/> television broadcast <input type="checkbox"/> multiport distribution service		
Installation Location			
Location Drawing Please add patios, bushes, trees, etc., as necessary			

Unit Owner Waiver and Release

I will comply with all the Association’s rules for installing, maintaining, using, and removing dish and any structures, fixtures, or screening materials associated with the dish. I assume liability for any damage to Association and other owners’ property that occurs due to dish installation, maintenance, use, or removal. I will indemnify, defend, and hold the Association, its Board members, managing agent, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use, or removal of the dish and for any and all damage to or loss of the dish and any structures, fixtures, or screening materials associated with the dish, that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish. Such costs include, but are not limited to, any and all expenses incurred for moving the dish on a temporary basis to enable the Association to maintain all condo property for which it is responsible.

Unit Owner Signature _____ Date _____

Board Designee Signature _____ Date _____

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