The Indian Hills Condominium Association

Handbook of Rules, Regulations & Information

Enacted: September 11, 2025
Effective: November 1, 2025

WELCOME *to Indian Hills Condominium Association! We hope you enjoy your home and find living in the community a friendly and rewarding experience!*

To help accomplish this, we have established a Handbook of Rules, Regulations and Information that pertains strictly to living at Indian Hills in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of all of our residents. We hope you find them reasonable and will cooperate by upholding them.

This handbook is intended to supplement, not replace, the Declaration and Bylaws. 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. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Summit County Fiscal Office Recording Department. You may also obtain these documents from KareCondo at no charge via email or for a modest copy/administrative fee for hardcopies.

We ask that you keep this handbook handy and refer to it when necessary. If something arises that may not be covered in the handbook, please contact the Management Company, KareCondo, at P.O. Box 1714, Stow, OH 44224, by telephone at (330) 688- 4900, or via email to info@karecondo.com.

GOOD NEIGHBOR POLICY: The Indian Hills Declaration, Bylaws and the Handbook of Rules, Regulations and Information define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-- threatening way, can achieve quicker results in a friendlier fashion. Our community spirit lies within the hands of each resident.

Thank you,
The Board of Directors
Indian Hills Condominium Association

Enacted: July 13` 223`
Effective: September 1` 2023

TABLE OF CONTENTS

INTRODUCTION AND CHANELS OF COMMUNICATIONS 3

I. ENVIRONMENT OF COMMON ELEMENTS 4

CONDOMINIUM ASSOCIATION RESPONSIBILITES 6

II. ENVIRONMENT OF LIMITED COMMON ELEMENTS 7

III. CITY OF AKRON CODE OF ORDINANCES 9

IV. RESIDENTIAL UNIT REQUIREMENTS 9

V. EXTERIOR RESTRICTIONS 10

VI. SKYLIGHT REPAIR AND REPLACEMENT POLICY 11

VII. SATELLITE DISH POLICY 11

VIII. HOLIDAY DECORATIONS 11

IX. RUBBISH 11

X. KEYS 12

XI. MOTOR VEHICLES 12

XII. GARAGES AND PARKING 13

XIII. PETS 14

XIV. SCOOTERS AND SCATEBOARDS 14

PET REGISTRATION FORM 15

XV. SALE OF CONDOMINIUM 16

XVI. RENTAL OF CONDOMINIUM 16

XVII. MAINTENANCE FEES, ASSESSMENTS, LIENS & COLLECTIONS 17

XVIII. COMPLAINT PROCEDURE 18

XIX. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR VIOLATIONS 18

XX. CLUBHOUSE RENTAL PROCEDURE 19

XXI. CLUBHOUSE RULES AND REGULATIONS 20

CLUBHOUSE RESERVATION FORM 22

XXII. CLUBHOUSE STORAGE 23

CLUBHOUSE STORAGE AGREEMENT 24

XXIII. POOL RULES 25

XXIV. IMPORTANT PHONE NUMBERS 26

XXV. Architectural Revew Process 27

Request for Exterior Modification Form 28

ALL FORMS AND CONTRACTS MAY BE OBTAINED THROUGH MANAGEMENT

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INTRODUCTION

Indian Hills Condominium is located in Akron, Ohio. The condominium property uses the services of the City of Akron Police and Fire Departments.

The property is comprised of seventy-eight (78) units. The streets and drive are private and therefore maintained by the Association. The Association also maintains an insurance policy for the common areas, including each individual unit with the exception of the Unit Owner's personal property. Unit Owners and residents are responsible for obtaining insurance for their personal effects.

As a private condominium property, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our unit owners and the Board manages association affairs on behalf of our owners. There are five (5) Board members who each service without compensation for a term of three (3) consecutive years. There are no term limitations. Board terms are staggered to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among its members the following officers: President, Vice President(s), Secretary and Treasurer.

The Annual Meeting of the owners for the election of Board Members is held in the month of May each year. Regularly scheduled Board meetings are held throughout the year. Unit owner's wishing to attend a Board meeting should check with the Management Company to verify the date, time and meeting location.

The Association retains the services of KareCondo, our property managers.

CHANNELS OF COMMUNICATION

The Board of Directors consists of five (5) individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's scheduled meeting.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, via telephone, in writing, or via the Management Company's web-site. In case of an emergency, such as a fire, you should contact the fire/police departments. Please refer to Section XXVI for contact information.

The Board requests and appreciates your cooperation in respecting that the Board members are not employees and should not be contacted directly on Association related matters outside of the Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. 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. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

I. ENVIRONMENT OF COMMON ELEMENTS

Common Elements Definition - Common Elements consist of everything but the individually owned condominium Units. They are owned by all the Unit Owners together. Examples include: streets, roofs, lawns, parking areas, sidewalks, exterior walls and separation walls between units and foundations. The reasonable repair and maintenance of all of the Common Elements are done at the Association's expense except as otherwise explained in the Declarations, By-Laws, and Rules and Regulations of the Association. A survey delineating each individual Unit's common and limited common area dated June 22, 2012 was sent to all residents. If you are a new owner and did not receive a copy of the survey, please contact the Management Company.

Any item requiring prior written approval from the Board must be submitted to the Management Company with any pertinent information (e.g., drawings, plans, photos, etc.) to enable the Board to make an informed decision. The Board will review the information and respond to the request accordingly. No action should be taken by the Unit Owner until written approval is received.

A. The Common Elements are for the use and enjoyment of all Indian Hills Condominium residents. Therefore, everyone is required to be considerate in the use of these areas.

B. Dress Code: All residents and their guests are to be properly dressed (shirts, pants, etc.) and wear adequate footwear while in common areas for their own safety. **NOTE:** A cover up or shirt and adequate footwear is required when going to and from the pool area and when walking anywhere within the Common Element.

C. Please respect other residents' privacy and do not walk within 15 feet of their windows.

D. Littering is prohibited.

E. Any and all damages to the Common Elements caused by a Unit Owner, tenant or guest of a Unit Owner or tenant, shall be repaired or replaced at the expense of the Unit Owner, who may then seek reimbursement from the tenant or guest.

F. Any activity or noise that distracts or disturbs others is prohibited. The following information regarding noise is taken from the Akron Ohio, Code of Ordinances. These are not official rules of the Indian Hills Condominium Association. In the event of a dispute you may call the Akron Police Department to file a complaint. We encourage everyone to be courteous and neighborly in an effort to avoid such disputes.

132.15 - Noise

1. Noisy Advertising. No person shall, by ringing a bell or gong, or by using a phonograph or other instrument for producing or reproducing sounds, or by using loud or boisterous language or by any unusual noise whatever, advertise goods, wares, or merchandise for sale, either at auction or in any other manner, or by any such means advertise any show, theater, exhibition, or entertainment.
2. Noisy Machinery. No person shall maintain, run, or operate any steam, gas, gasoline, or other engine, boiler, press, machine, or other

apparatus so constructed or operated as to make any unnecessary noise, to the annoyance and discomfort of the people of the community.

3. Noise-Producing Instruments. Except as provided in § 1 10.10, no person shall operate or maintain any radio, phonograph, player piano, calliope, or any noise-making device or noise-amplifying or noise-producing instrument or device in any public or private place, by which the peace and good order of the neighborhood is disturbed, or by which persons owning or occupying property in the neighborhood are subjected to a nuisance.
4. Whoever violates this section is guilty of a misdemeanor of the fourth degree. Penalty , see § 130.99

(Ord. 113-1991; Ord. 535-1990)

132.16 - Sound amplifying devices

1. No person shall generate or permit to be generated unreasonable noise or loud sound which is likely to cause inconvenience or annoyance to persons of ordinary sensibilities by means of a radio, phonograph, television, tape player, loudspeaker or any other sound amplifying device or by any horn, drum, piano or other musical or percussion instrument.
   (i) It is prima facie unlawful for a person to generate or permit to be generated sound by the above described devices or instruments in the following circumstances:
      a. On private property between the hours of 9:00 p.m. and 8:00 a.m. of the following day in a predominantly residential area or from a property zoned U-1 or U-2 under Chapter 153, regardless of existing nonconforming use or variance, where the sound is audible more than eighty feet from the property line of the property on which the source of the sound is located;
      b. On a street, highway or in the public right-of-way where the sound is audible one hundred feet from the device generating the sound. Persons in possession of a current parade permit issued pursuant to § 72.44 or a current loudspeaker permit issued pursuant to § 110.10 are exempt from the provisions of this subsection
2. No person, being the owner, or person in possession of a premises or person in control of the premises by reason of employment, agency, or otherwise whether such ownership, possession or control is exclusive or joint, shall permit a violation of this section.
3. Warning and alarm devices which have the purpose of signaling unsafe or dangerous situations or calling for police are exempted from the prohibitions of this section when used for such purposes.
4. Whoever violates this section is guilty of generating unreasonable noise and a minor misdemeanor. If the offender persists in generating or permitting to be generated unreasonable noise after reasonable warning or request to desist, generating unreasonable noise is a misdemeanor of the fourth degree.
5. In any violation of this section involving sound equipment in a motor vehicle, both the sound equipment and the motor vehicle are hereby

deemed contraband and subject to seizure and forfeiture under Ohio Revised Code §§ 2933 .41 through 2933.43. (Ord . 584-1992; Ord. 605-1992; Ord. 535-1990)

G. Each Unit Owner shall report to the Management Company, via telephone, in writing, or via the Management Company's website, the need for any repairs of Common Elements, which are the obligation of the Association to maintain.

H. Residents must not give work instructions to any Association maintenance or service contractor (landscaper, snow removal service, etc.). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All common area service contractor requests must be submitted to the Management Company, via telephone, in writing, or via the Management Company's website.

I. No signs or other advertising of any nature shall be placed upon any portion of the Condominium Property or displayed from any window or door, with the exception of Security System signs, which must be placed in a front planting bed and must not exceed 12"xl2". Real Estate "Open House" signs are permitted only during the hours of showing and are not to exceed 24"x24".

J. Condominium Association Responsibilities:
The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

1. Building exterior foundations, roofs, siding and trim.
2. Gutters and downspouts.
3. Roadways, driveways and sidewalks.
4. Landscaping, including grass cutting, fertilization of lawns and trees, and chemical weed treatment.
5. Snow removal from streets, driveways, parking areas, and sidewalks.
6. Swimming pool.
7. Exterior post lamps.
8. Front, rear and garage lights.
9. Exterminating services in Common Elements.
10. Street signs and community identifying signs.
11. Rubbish removal service.
12. Master insurance policy on the Common Elements.
13. Care and maintenance of common area trees and shrubs; removal of common area dead and/or diseased trees and stump removal, if appropriate.
14. Mailbox kiosks.
15. Retention ponds.
16. Clubhouse.
17. Utilities which are not separately metered.

(A complete listing of the Association responsibilities can be determined from the Bylaws of the Association and the Declaration of Condominium Ownership)

II. ENVIRONMENT OF LIMITED COMMON ELEMENTS

Limited Common Elements Definition - Certain parts of the Common Elements are built and designed specifically for the use of an individual Unit. Examples include: patios, concrete pads for the placement of central air conditioning equipment serving only one unit, and exterior doors and windows. These are designated Common Elements because they are owned by all Unit Owners together and the Association has control over how they are to be maintained. Their complete designation is "Limited Common Elements," however, because they are private to and serve only one Unit. Maintenance and repair become the expense of the individual condominium Unit Owner. For example, the private patio/deck associated with a particular condominium Unit is for the Unit Owner's use only, and the cost to repair and maintain it is the Unit Owner's expense. However, the Association has the right to govern how repairs are to be made. A survey delineating each individual Unit's common and limited common area dated June 22, 2012 was sent to all residents. If you are a new owner and did not receive a copy of the survey, please contact the Management Company.

Limited Common Elements Regulations:

A. Unit Owners are responsible for the maintenance, repair and/or replacement of their Limited Common Elements.

B. Any item requiring prior written approval from the Board must be submitted to the Management Company with any pertinent information (e.g., drawings, plans, photos, etc.) to enable the Board to make an informed decision. The Board will review the information and respond to the request accordingly. No action should be taken by the Unit Owner until written approval is received.

C. A total of three (3) lawn ornaments, not to exceed 18" each in height, are permitted in the Limited Common Elements at the front and/or rear areas of each Unit.

D. The Board reserves the right to determine what meets or does not meet acceptable standards, and can require removal of any item.
    1. A resident may also display any number of similar items at or on the patio/deck and within the Limited Common Element at the rear of a particular Unit providing these items do not encroach on adjacent Common Elements or impose on neighbors' privacy.
    2. Flower pots/containers may be placed on the brick post(s) at either side of wrought iron grille work at the front entrance of each Unit, and/or in front foundation bed areas. However, these containers will be limited to pots, vases, urns and/or baskets. (Note: Items as described or similar to these in "B" above are NOT permitted for this use.) No items of any nature are to be hung and/or attached to the wrought iron grille work in between the brick

posts at the front entrance of each Unit with the exception of holiday decorations.

3. Hanging baskets may not be fastened in any way to the Unit's brick or siding or hung from gutters due to the potential for damage.
4. Trellises for climbing vines may be used in the limited common areas provided they are not fastened in any way to the Unit's brick or siding. Vines may NOT be permitted to grow onto the Unit's brick or siding.

E. Garage, yard, patio sales are prohibited.

F. Estate and tag sales (one or two days) are permitted with the written approval and consent of the Board of Directors subject to specific rules and restrictions on the day(s) of the event.

NOTE:

1. Request for sale must be submitted in writing by owner, estate executor and/or company conducting sale, including unit owner's name, address, date(s) of sale, and name and telephone number of person on site of property to be contacted for any parking violations during sale.
2. Sale must conducted by licensed, bonded and insured company.
3. No items can be displayed in driveway, sidewalk or yard.
4. Garage door must be kept locked.
5. Parking on the community street is prohibited.
6. Visitor parking areas and Sourek Trail must be used for parking.
7. Signs(s) are permitted on days of sale at: a) main entrance and b) address of sale.
8. Security and parking assistance/direction must be provided by company conducting sale.

G. Clothes lines are prohibited. No clothing, sheets, blankets, laundry of any kind, and/or other articles, including beach towels, bathing suits, car wash towels, etc., shall be hung or exposed on any part of the Common or Limited Common Elements.

H. To ensure a uniform appearance within our community, residents are to obtain written approval from the Board of Directors prior to undertaking any plantings, changing or subtracting planted materials or landscaping materials in the common areas (examples include trees, shrubs, rocks) (excluding the limited common planting beds and patio areas. Once the Board issues a written consent, prior to digging holes anywhere on the property, the unit owner is advised to contact the Ohio Utilities Protection Service (OUPS) toll-free at (800) 362-2764 or dial 8-1-1 (eight-one-one), or visit the web-site at www.oups.org, to determine where utility lines are located underground. The unit owner is solely responsible for the repair of damaged utility lines that service his/her unit.

Exceptions:

1. Mulch may be added at the expense of the Unit Owner in the common and limited common area beds and must be organic black, brown, or natural. Mulch that is toxic and/or not considered pet friendly is not permitted.

2. Annual and/or perennial FLOWERS ONLY may be added at the expense of the Unit Owner in the common and limited common area beds.

I. Vegetable gardens are NOT permitted in the front or side common or limited common area of any unit. Vegetable gardens and/or vegetable container gardens are permitted within the Limited Common area at the back of the Unit ONLY.

J. No signs or other advertising of any nature shall be placed upon any portion of the Condominium Property or displayed from any window or door, with the exception of Security System signs, which must be placed in a front planting bed and must not exceed 12”x12”. Real Estate "Open House" signs are permitted only during the hours of showing and are not to exceed 24”x24”.

K. Canopies or awnings are not permitted on any portion of the exterior of the building without the written consent of the Board of Directors. Specific rules and regulations will apply.

III. CITY OF AKRON CODE OF ORDINANCES – CHAPTER 93 FIRE PREVENTION 93.40 – Fires - No person shall kindle or maintain any fire or knowingly furnish the material for any fire or authorize any fire to be kindled or maintained within the limits of the city.

A. This section shall not apply to fires kindled or maintained within limits of the city for the purpose of cooking food for human consumption if the following requirements are complied with:
   1. Only charcoal, wood, liquefied petroleum gas or natural gas shall be used;
   2. The fire and the fuel that has been added to the fire shall be contained within a grill or other device that is designed to contain and capable of containing a cooking fire;
   3. The fire and extra fuel shall be kept a minimum of fifteen feet from all structures; and
   4. The size, conditions, means of maintaining and other aspects of the fire, containment device and resulting smoke shall not present a safety hazard or nuisance.

B. A fire kindled or maintained within the limits of the city for the purpose of cooking food for human consumption may be ordered ceased if violations of this chapter exist, or if a safety hazard or a nuisance exists.

C. This section shall not apply to fires kindled or maintained within the limits of the city for the purpose of providing heat for outdoor workers and strikers if the requirements of Ohio Administrative Code Chapter 3745-19 are complied with. Penalty, see § 93.99 (Ord. 595-1996; Ord. 578-1992; Ord. 282-1981)

IV. RESIDENTIAL UNIT REQUIREMENTS

A. Unit consists of the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of such unit. This is "Home Sweet Home." It is the Unit Owner/resident's responsibility to maintain.

B. Units shall be occupied and used for residential purpose only as private dwellings for owners and their families, and for no other purpose.

C. Persons who must register as a sexual predator or habitual sex offender requiring notification under the Ohio Sex Offenders Act or similar statute are prohibited from residing in any Unit for any length of time.

D. Repairs made to units by contractors and/or residents must be performed only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday, except in the case of an emergency.

E. Unit Owner Responsibilities:
   1. All doors, door frames, screen doors and glass doors.
   2. All windows, window frames, window sashes, window screens and skylights.
   3. Gas, electric, water or other utility service lines, pipes, wires and conduits serving only one Unit. Note: Utility lines located outside the bounds of a Unit (outside the walls) whether serving one or multiple Units, are the responsibility of the Association.
   4. All heating, cooling and ventilating equipment and any concrete pads for air conditioning compressor units.
   5. Patios and decks.
   6. Garage doors.
   7. All mechanical apparatus used for opening and closing of garage doors.
   8. Repair and/or replacement of appliances, fixtures, all equipment and interior walls and alterations thereto.
   9. Insurance for private homeowner coverage.
   10. Any additions or changes constructed by the Unit Owner.

NOTE: Without exception, all independent contractors/vendors (carpentry, electrical, landscaping, painting, plumbing, et. al.) engaged by the Unit Owner to perform work at his/her Unit within the exterior Common and/or Limited Common Element must have current workers' compensation coverage and liability insurance coverage (at a minimum of $1,000,000.00). The same is suggested for work being done within the interior of the unit as well.

V. EXTERIOR RESTRICTIONS

A. Residents may not modify the exterior of the Units, the buildings or the ground without obtaining prior written consent from the Board. Failure to comply will result in a fine and/or removal of the modification at the Unit Owner's expense.

B. Installation of wiring that protrudes through the walls or the roof of the building is prohibited without obtaining prior written consent from the Board.

C. Decorative items may not be fastened in any way to the exterior of any Unit or building without obtaining prior, written approval from the Board.

D. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any Unit.

E. The use of blankets, sheets, etc., is prohibited even as a temporary window covering.
F. Broken windows, torn screens or damaged front doors and garage doors must be repaired immediately by the Unit Owner/resident at their expense.

G. Patios must not be used for storage of items that would create an unsightly appearance.

H. Requests for changes to the patio area must be submitted in writing to the Management Company, and may not be installed without prior written approval from the Board.

I. Automobile repairs are prohibited on the driveway, apron areas, and in the Limited or Common Elements.

VI. SKYLIGHT REPAIR AND REPLACEMENT POLICY

A. If, after reporting a leak to the Management Company and having it inspected by a roofer, the problem is determined to be the skylight, it is the Unit Owner's responsibility to repair and/or replace the skylight, including all curbing associated with the skylight.

B. The Unit Owner is responsible for contacting the warranty company and filling out paperwork. Once the warranty company agrees to supply the skylight, the Unit Owner must advise the Management Company, which will arrange for its installation by an Association approved contractor. The skylight installation invoice will be sent directly to the Unit Owner.

VII. SATELLITE DISH POLICY

A. Installation of any satellite dish or antenna is prohibited on, attached to, or extending into the Common Elements, unless prior written approval from the board is received.

B. Any owner considering the installation of a satellite dish or antenna must:
   1. Comply with the Association's Satellite Dish Rules and Regulations from the Management Company.
   2. Submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used.

VIII. HOLIDAY DECORATIONS

A. Temporary holiday decorations are permitted provided they are not fastened in any way to the exterior of the Unit. Holiday decorations are permitted no more than 4 weeks prior to the holiday. Decorations must be removed 10 days following the holiday, weather permitting.

IX. RUBBISH

A. Rubbish must be placed at the foot of the driveway no later than 6:00 a.m. the morning of the scheduled pick-up, but no earlier than 5:00 p.m. the previous day.

B. If the pick-up day is a legal holiday, a special schedule will be observed.

C. Containers:
   1. Rubbish must be placed in cans or sturdy plastic bags and fastened securely.
   2. Newspapers, magazines and recyclables must be fastened securely.
   3. Recyclables must be placed in the appropriate bin.

D. Large items must be pre-authorized by the Management Company prior to pick up and charges incurred will be billed to the Unit Owner.

X. KEYS

A. Replacement of lost, misplaced, duplicate or other keys shall be the responsibility of the individual Unit Owner.

B. One pool key is issued one-time only, at no charge, to owners. Owners can procure a second key for $10.00 and the replacement of a second key can be procured for $50.00 from the Management Company. This key and pool tag must be passed on to the future Unit Owners. If the key and pool tag are not passed on to the future owner, the new owner may procure one key at no charge. The above charges apply for a second and/or replacement key.

XI. MOTOR VEHICLES

A. The speed limit is 10 miles per hour. Please drive with caution (especially around corners) as pedestrians may be crossing the parking area.

B. All vehicles on the Condominium Property must display current license tags. Any abandoned or disabled vehicle that is left unattended for a period exceeding 72 hours, or any prohibited vehicle regardless of time, may be towed and stored at the owner's expense in addition to all other remedies.

C. Only minor maintenance to motor vehicles (e.g., car washing and tire changes), is permitted within your Common Element driveway.

D. Vehicle repairs, including, but not limited to, engine maintenance (e.g., oil changes) are prohibited anywhere within the Common Element.

E. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.

F. The following vehicles are prohibited from being parked , stored, kept or maintained within the Condominium Property unless garaged:
   1. Trucks, semis or vans in excess of 3/4 ton capacity, buses and pickup trucks
   2. Vehicles licensed, painted or signed for commercial use
   3. Boats, snowmobiles, skimobiles and jet skis
   4. Recreational vehicles, including golf carts, campers and mobile homes
   5. Trailers

6. Vehicles with loud exhaust systems and/or sensitive alarms
7. Motorcycles, mini-bikes, trail bikes, snowmobiles and ATVs are prohibited from use on the Association's property and must be stored in the garage. **NOTE:** Motorcycle owners may operate their vehicle(s) on the premises **ONLY** to enter and exit the property. Motorcycles are not permitted to sit in "idle" while in operation anywhere on the premises causing undue noise and disturbance

XII. GARAGES & PARKING

A. All resident vehicles must be registered with the Management Company. Any vehicles on the premises for thirty (30) days or longer are considered resident vehicles.

B. The garage must be used as the primary parking space for all residents and may not be used for storage. The parking space in the driveway directly in front of the garage shall be used for secondary parking. (Example: Units with 2 or fewer vehicles, all vehicles must be parked in garage. Units with 2 or more vehicles must use the driveway as secondary parking.)

C. Storing flammable or hazardous items in a garage is strictly prohibited.

D. All Common Element visitor parking spaces are reserved for guest parking only. These spaces are available to guests on a first-come, first-served basis.

E. Residents having a guest park in visitor parking in excess of seventy-two (72) hours must notify the Board in writing through the Management Company beforehand.

F. Parking on the street is strictly prohibited

G. The following is prohibited within the Common Element:
   1. Parking anywhere other than in designated parking areas (e.g., on the lawn).
   2. Parking in front of a garage without the respective Owner's permission.
   3. Double-parking on the guest parking pad (one car behind another).
   4. Parking that impedes access to mailboxes or guest pads.
   5. Garage doors must be closed when not in use, and kept in good condition and working order by the Unit Owner.

H. Only minor maintenance to motor vehicles (e.g., interior cleaning or changing a tire), is permitted in a garage. Oil changes and other engine maintenance are prohibited on the Condominium Property. Washing vehicle’s exterior is permitted in the driveway.

I. Oil leaks and spills must be cleaned IMMEDIATELY by the Unit Owner at his/her expense.

J. If a vehicle is parked in the driveway during the snow removal season, the driveway may not be plowed.

K. Any vehicles parked in the drive or guest parking may not extend over the curb or into the street.

XIII. PETS

A. Indian Hills Condominiums is a pet friendly neighborhood. Dogs, cats and other common household domestic pets are permitted. A Pet Registration form must be filled out and returned to the Management Company (see page 16).

B. Any pet causing or creating a nuisance or unreasonable disturbance may be permanently removed from the condominium property upon five (5) days written notice from the Board.

C. Any pet, which by biting, barking, howling, yelping or in any manner injures, endangers or disturbs the quiet, comfort or safety of any person at the property, shall be considered to be committing a nuisance.

D. All pets are to be on a hand-held leash no longer then ten (10) feet, and under control of the owner at all times when outside the owner's Unit.

E. Exceptions:
   1. Pets may be tethered in the garage, limited common area, or back of the Unit provided the Pet Owner is present, the pet is under control of the owner, and the pet is not creating a Nuisance or unreasonable disturbance as outlined in Line Item C above. No pet shall be tied, fenced, or housed outside of a Unit while the Unit Owner is not at home. Nor shall the pet be tethered as to allow it to enter into another U nit Owner's Common or Limited Common area.

F. Pet owners shall be held liable for any and all damages caused by their pets to any Common Elements including, but not limited to shrubs, bushes, trees and grass.

G. Pet owners are responsible for immediate and complete cleanup after their pet eliminates anywhere within Indian Hills Condominium property and must dispose of same in a sanitary manner at once. Failing to do so will be considered a violation of the rules and should be reported to the management company, in writing, so that appropriate action can be taken.

XIV. SCOOTERS AND SKATEBOARDS

A. Scooter and skateboard riding are prohibited on grassed areas, streets, sidewalks and Clubhouse ramps.

INDIAN HILLS CONDOMINIUM ASSOCIAITON
PET REGISTRATION FORM

In the interest of the health and safety of all Indian Hills residents, the Board of Directors keeps information on all pets in the community on file. This registration is kept confidential and used "for information only."

Please return the completed form to the Board of Directors by mailing it to:

KareCondo
P.O. Box 1714
Stow OH 44224

Or emailing form to cpuleo@karecondo.com

Your Name(s):_____

Unit Address: _____

Phone Number: _____

Pet Name	Type (dog/cat/other) Gender	Breed	Color
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Enacted: July 13` 223`
Effective: September 1` 2023

XV. SALE OF CONDOMINIUM

A. All Unit Owners are required to notify the Management Company, in writing, within 30 days of any change of occupancy.

B. "For Sale" signs are prohibited.

C. "Open House" signs are permitted between Noon and 6:00 p.m., and are limited to one in front of the unit and one generic sign at the entrance no larger than 24"x24".

D. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must make arrangements with the Management Company to provide buyer with a maintenance fee update letter and certificate of insurance.

E. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

F. The Seller is responsible for providing the following information to the Buyer:
   1. Copy of Declaration and By-Laws and any amendments.
   2. Copy of Handbook of Rules, Regulations & Information.
   3. Mail box key and pool key.

XVI. OCCUPANCY OF CONDOMINIUM

A. Except for hardship exceptions, as approved by the Board, Units must be occupied by the Unit owner, parent(s), child, or children of the Unit owner.

B. Leasing a Unit for transient or hotel purposes, as defined as periods of less than six (6) months, or providing hotel, laundry and similar services, or roomers/ borders, is prohibited . Sub-leasing is prohibited.

C. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
   1. Copy of lease;
   2. Full name of tenant(s);
   3. Names of all occupants of the unit ;
   4. Home and business telephone number of tenants(s).

D. The Unit Owner is responsible for making the tenant aware of the Rules of Indian Hills.

E. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws or Rules. The Unit Owner shall be responsible for rule violation assessments, all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.

F. The lease document must contain a clause making it subject to the covenants and restrictions in the Indian Hills Declaration, Bylaws and Rules.

XVII. MAINTENANCE FEES, ASSESSMENTS, LIEN PROCEDURES & COST OF COLLECTIONS

A. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.

B. An administration charge of fifty dollars ($50.00) per month shall be assessed for any late payment and on any unpaid balance. (Subject to increase upon further notice.)

C. Any payments made shall be applied in the following order:

1. Administrative late fees owed to the Association
2. Collection costs, attorney's fees incurred by the Association
3. Principal amounts owed on the account for common expenses and assessments

D. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.

E. Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.

F. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fail to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney 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 expense.

G. Pool and clubhouse privileges are revoked for any Unit Owner that is delinquent in payment of assessments, including maintenance fees.

XVIII. COMPLAINT PROCEDURE

A. Complaints against anyone violating the rules are to be made to the Management Company in writing or via the Management Company's web-site and must contain the signature of the individual filing the complaint (email with a signature line is acceptable). The Board and/or the Management Company will, in most instances, contact the alleged violator after receipt of a complaint, and reasonable effort will be made to gain the violator's agreement to cease the violation.

B. If reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

XIX. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR VIOLATIONS

A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests or 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 effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.

C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.

D. In addition to any other action, and in accordance with the procedure outlined in 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 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 Unit Owner specifying:
      a. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
      b. A description of the property damage or violation;
      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 procedure 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", which shall be received by the Board not later than the tenth day after said Owner received noticed of violation.

3. The Association may file a lien for an enforcement assessment and/or charges that remain unpaid for more than ten (10) days.
   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 owner fails to make a timely request for a hearing, the right to the 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 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.

XX. CLUBHOUSE RENTAL PROCEDURE

A. Unit Owner's monthly maintenance fee must be current before use of Clubhouse will be considered.

B. Unit Owner contacts KareCondo (Specify date / type of function / number attending).

C. KareCondo checks availability and sends reservation form to Unit Owner.

D. Unit Owner completes reservation form (page 23) and sends to KareCondo with two (2) checks:
   1. Rental fee - $75.00
   2. Security deposit fee - $100.00, each made payable to INDIAN HILLS CONDOMINIUM ASSOCIATION.

E. Upon receipt of reservation form and fees, KareCondo confirms rental date and advises Unit Owner to contact board member for clubhouse key/entry.

F. Board Member arranges to meet Unit Owner at Clubhouse and reviews: 1) Clubhouse rules and regulations 2) Clubhouse inspection form and parking guide lines/restrictions.

G. Unit Owner returns key to Board Member following function.

H. Board Member conducts inspection, completes inspection form, signs, dates and sends to KareCondo.

XXI. CLUBHOUSE RULES AND REGULATIONS

A. An Indian Hills Condominium Unit Owner must sign a Clubhouse Reservation Form.

B. The Clubhouse may be set up after 10:00 a.m. on the day of rental. The Clubhouse must be cleaned and ready for the next user by 10:00 a.m. the following day. "Cleaned and Ready" shall include the following items:
   1. All carpet shall be vacuumed.
   2. Both restrooms shall be cleaned, including sinks, toilets and wastebaskets.
   3. All furniture shall be wiped clean (folding tables and chairs) and left in the original position.
   4. All garbage and debris shall be taken to the Unit Owner's home for disposal.
   5. Refrigerator, stove, oven, microwave, kitchen, and bar areas shall be cleaned.
   6. All personal property shall be removed, including decorations, supplies and equipment.
   7. Windows, sinks, counters and other equipment must be left clean.
   8. Fireplaces are not to be used.

C. FAILURE TO COMPLY WITH ANY OF THE ABOVE ITEMS SHALL RESULT IN CHARGES BEING MADE AGAINST THE SECURITY DEPOSIT.

D. Clubhouse reservations must be made through the Management Company.

E. The $100.00 security deposit will be refunded upon a satisfactory inspection.

F. The $75.00 usage fee will be charged for the use of the Clubhouse. This fee is non-refundable and covers utilities, supplies and general wear and tear.

G. Unit Owners only may reserve the Clubhouse. Tenants do not have Clubhouse privileges. The Unit Owner must be present at all times during the function.

H. The Clubhouse may not be used on behalf of non-residents.

I. Rental of the clubhouse does not include the use of the pool or the pool area.

J. Clubhouse capacity is limited to 100 people.

K. Noise must be kept to a minimum as a courtesy to residents.

L. Decorations: crepe paper nails, and tape may not be used.

M. Unit Owner will be held personally liable for any and all damages to the clubhouse and any other Condominium Property caused by any guest or persons attending the function.

N. All persons must be out of the Clubhouse by 1:00 a.m.

O. Any damage/cleaning charges will be withheld from the deposit and any charges in excess of the deposit will be billed to the Unit Owner.

P. Violation of this agreement may result in the Unit Owner being prohibited from future use of the Clubhouse.

Q. Unit Owners shall be responsible for directing guests to park in visitor parking area. Parking on the street is prohibited unless visitor parking is unavailable.

R. When leaving, turn off lights, air conditioning or lower heat to temperature indicated on the sign by the thermostat. LOCK ALL DOORS.

S. Return key within two days after the reservation or twenty-five dollars ($25.00) will be withheld from the deposit.

INDIAN HILLS CONDOMINIUM ASSOCIAITON
CLUBHOUSE RESERVATION FORM

I have read the Indian Hills Condominium Association rules and regulations, understand them, will follow them diligently, accept responsibility for control of my guests' activities, and will reimburse the Indian Hills Condominium Association for loss or damage caused by me or my guests during my reserved period.

OWNER (RESIDENT HOST): _____

ADDRESS: _____

TELEPHONE: _____
(Please provide a telephone number where you can be reached during your event in case of emergency)

DATE OF RESERVATION: _____

NATURE OF FUNCTION: _____

NUMBER OF GUESTS INVITED: _____

PLEASE RETURN THIS SIGNED RESERVATION, WITH DEPOSIT AND RENTAL CHECKS, TO KARECONDO, PO Box 1714, Stow, Ohio 44224. MAKE CHECKS PAYABLE TO *INDIAN HILLS CONDOMINIUM ASSOCIATION.*

1) RENTAL FEE = $75.00
2) DEPOSIT FEE = $100.00

DEPOSIT CHECK COVERS ANY REPAIRS AND CLEANUP REQUIRED. ANY REFUND WILL BE MADE AFTER A TRUSTEE HAS INSPECTED THE CLUBHOUSE.

I AGREE TO THE TERMS ABOVE

_____ _____
SIGNATURE DATE

I WOULD LIKE MY DEPOST CHECK (IF NOT USED): ☐ RETURNED ☐DESTROYED
(Please check one)

Enacted: July 13` 223`
Effective: September 1` 2023

XXII. CLUBHOUSE STORAGE

A. As a convenience to unit owners, seasonal items may be stored in the Clubhouse at the owner's risk. Accordingly, the Association assumes no liability for damaged or stolen property stored in the Clubhouse.

B. This service is specifically intended for storage of seasonal items such as outdoor/patio items and holiday decorations. It is NOT intended for permanent storage of items of any kind.

C. Home furnishings such as mattresses, upholstered furniture and/or flammable materials of any nature are NOT permitted.

D. There is a $25.00 annual fee for storage of any items. To take advantage of this convenience contact KareCondo for a Clubhouse Storage Agreement form (page 24), and submit a check payable to Indian Hills Condominium Association, along with the completed form. Once your payment is received, you will be contacted with instructions to gain access to the Clubhouse.

E. Storage area(s) are limited to: 1) the garage and 2) designated areas in the basement, and are offered on space availability.

F. All items MUST be labeled with the unit owner's name and unit address.

INDIAN HILLS CONDOMINIUM ASSOCIATION CLUBHOUSE STORAGE AGREEMENT

As a convenience to unit owners, ***seasonal items**** may be stored in the clubhouse at the owner's risk. Accordingly, the Association assumes **NO** liability for damaged or stolen personal belongings stored in the Clubhouse. All items must be labeled with the unit owner's name and address.

This service is intended for storage of seasonal items such as outdoor and patio items and holiday decorations. It is not intended for permanent storage. ***Home furnishings such as mattresses, upholstered furniture, and flammable materials of any nature are not permitted***. Storage area(s) are limited and offered on space availability.

There is a $25.00 annual fee for storage of any items. Please submit a check payable to Indian Hills Condominium Association, along with this form, to KareCondo, P.O. BOX 1714, Stow, OH 44224. Once your payment is received, you will be contacted with instructions to gain access to the Clubhouse.

By signing below, I agree to the above terms and conditions

_____ _____

Signature Date

_____ _____

Name Address

_____

Daytime Phone Number

Description of items(s)

_____

_____

_____

_____

_____

Enacted: July 13` 223`
Effective: September 1` 2023

XXIII. POOL RULES

A. Use of the swimming pool, pool decks and surrounding areas is restricted to residents, their family, and guests. Guests must ALWAYS be accompanied by a resident. Guests are limited to six (6) on weekdays (Monday - Friday) and four (4) on weekends (Saturday/Sunday) and holidays. Anyone using the pool without the resident host being present will be asked to leave the pool area and the Unit Owner may be subject to a $50 fine.

B. **Persons under 12 years of age must be accompanied by a unit owner who will oversee and be responsible for their activities in the pool area.**

C. **GENERAL:**

Special rules are conspicuously posted at poolside. It is requested that any violation of these rules be reported to the Management Company for appropriate action.

1. Pool hours are 10:00 a.m. to 10:00 p.m.
2. Swim at your own risk - NO LIFEGUARD IS ON DUTY.
3. Rafts or play equipment are permitted in the pool area but should be held to a minimum on crowded days.
4. Glass containers of any sort are prohibited in the pool area.
5. Pets are prohibited in or around the poolside areas.
6. Unit Owners are responsible for all actions of their family, guests or occupants. Any damage done by residents or their guests shall be assessed to the Unit Owners.
7. Removal of furniture from the pool area is prohibited.
8. Indian Hills Condominium Association will not be responsible for lost or stolen items.
9. Grills are prohibited in the pool area.
10. Proper swim wear is required; cutoff shorts are prohibited. Bathing suits are permitted in the pool area only. Appropriate attire (cover-up/shirt) and proper footwear is required when going to and from the pool area.
11. Persons under 12 years of age must be accompanied by a unit owner who will oversee and be responsible for their activities
12. Incontinent attendees utilizing diapers must wear disposable swim pants (Huggies, Little Swimmers) or the adult equivalent.
13. The Association reserves the right to deny pool privileges to any Unit Owner or guest who does not observe the rules and regulations of the pool.

IMPORTANT TELEPHONE NUMBERS

Emergency:

Police/Fire Emergency	911
Police - Non Emergency	(330) 375-2181
Fire/EMS – Non Emergency	(330) 375-2101
Summit County Sheriff	(330) 643-2154
AMR Ambulance (Akron/Canton)	(330) 785-0970
Poison Control Center	(800) 362-9922
Poison Control Center (National Number)	(800) 222-1222

Utilities:

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

KareCondo:

Customer Service	(330) 688-4900
Fax	(330) 688-4932
After Hours Emergency (prompt 2)	(330) 688-4900
Mailing Address	P.O. Box 1714, Stow, OH 44224

General:

City of Akron Customer Service	311
Fairlawn-Bath Branch Library	(330) 643-9000
Akron-Summit Public Library	(330) 666-4888
Post Office (Fairlawn)	(330) 864-6409
Summit County Board of Elections	(330) 643-5200
Akron Animal Warden	(330) 643-5200
Summit County Animal Warden	(330) 375-2311
Chamber of Commerce	(330) 777-0032

The Indian Hills Condominium Association
Architectural Review Committee
REQUEST FOR EXTERIOR MODIFICATIONS

Please see the reverse side for instructions and more information:

Date Submitted:_____

Owner's Name:_____**Owner's Signature:**_____

Property Address:_____
_____

Mailing Address (if different):
_____

Phone:_____
Email:_____

Type of project *(Check one)***:**

	Doors, door frames, screen doors and glass doors
	Windows, window frames, window sashes, window screens, skylights
	Concrete pad for air conditioning compressor unit
	Patio and/or deck
	Garage door
	Landscaping in the Limited Common Elements (see pages 7-8 of IHC Handbook of Rules, Regulations and Information)

Brief description of project:

Materials *(Include colors and finishes – see next page for more information):*

Timeline for completion *(Include scheduled hours of work)***:**

Additional details:

To ensure a uniform appearance within our community, the Indian Hills Condominium Association has established the following styles, colors, and materials to be included in the REQUEST FOR EXTERIOR MODIFICATIONS projects:

1. Doors must be black, and must conform to the style of the current doors of the unit.
2. Windows, window frames, and window sashes must be white, and their appearance must conform to the style of the current windows of the unit. No grilles may be added to the windows.
3. It is the Owner's responsibility to repair and/or replace the skylight, including all curbing associated with the skylight. The Management Company will arrange for the installation of the skylight by an association-approved contractor. See page 11 Section VI in the *IHCA Handbook of Rules, Regulations and Information* for specific details.
4. The style and color of the garage door must conform to the current door. Paint choice for the garage door exterior is a custom color match through Sherwin Williams:

CCE*COLORANT	**OZ**	**32**	**64**	**128**	
B1-Black		-	44	1	1
R2-Maroon	-	4	-	1	
Y3-Deep Gold	2	10	1	-	
W1- White	-	16	-	-	
G2-New Green	-	1	1	-	

5. For landscaping replacement in the Limited Common Elements, please refer to pages 7-8 of *IHCA Handbook of Rules, Regulations and Information*.

Below is a list of documentation for the Owner to provide with the completed REQUEST FOR EXTERIOR MODIFICATIONS *(Check all that apply to your project, and include them with the REQUEST FOR EXTERIOR MODIFICATIONS)*:

	Plans, drawings, and/or blueprints including dimension of area and placement of materials
	Details of the contractor, including licenses, insurance certifications, permits
	Literature describing products used in the project
	Current photo of area to be altered

Return the completed form and attachments to:

Indian Hills Condominium Association
c/o KareCondo
P. O. Box 1714
Stow, OH 4224-0714

This section is for ARC use only:

Date:_____ **Approved:**_____
Denied/Tabled:_____
Comments:

Deck Maintenance and Renovation Guidelines

- Homeowners who plan to renovate their current deck need ARC approval. Homeowner must submit a "Request for Exterior Modifications" form, describing the color selected for the deck's renovation.* Deck colors are listed below. The homeowner's form should be submitted to KareCondo to be reviewed by the ARC Committee before going to the Board for final approval.
- New decks, railings and balusters (spindles), including the color and/or construction material if a new deck and/or railings and balusters are built to replace the old deck, need ARC approval. Homeowner must submit a "Request for Exterior Modifications" form plus information describing color of the new deck, railings and balusters, products used in the project, details of the contractor if one is used, and a current photo of the deck or area. The form should be submitted to KareCondo to be reviewed by the ARC Committee before going to the Board for final approval.
- **Colors for all decks are limited to neutral colors of grays, browns, and beige/off white.**
- New decks may be built from wood or composite decking such as "Trex."
- Railings and balusters may be constructed from the following materials: wood, vinyl, composite material, metal or iron. Railings and balusters will be painted or constructed in neutral colors as detailed above. Balusters must be placed vertically between railings. Vertical cable infills, mesh infills, and frameless glass infills are unacceptable.
- Any modification to a patio must first be approved by the ARC Committee and Board. Prior to any modification, the homeowner must submit a "Request for Exterior Modifications" form as described above.

*NOTE: No "Request for Exterior Modifications" form is required if you are refreshing the current color of your deck, railings and balusters with the color it is currently painted. However, **any modification of the current color** must have ARC Committee and Board approval, and the Homeowner must submit a "Request for Exterior Modifications" form as described above.