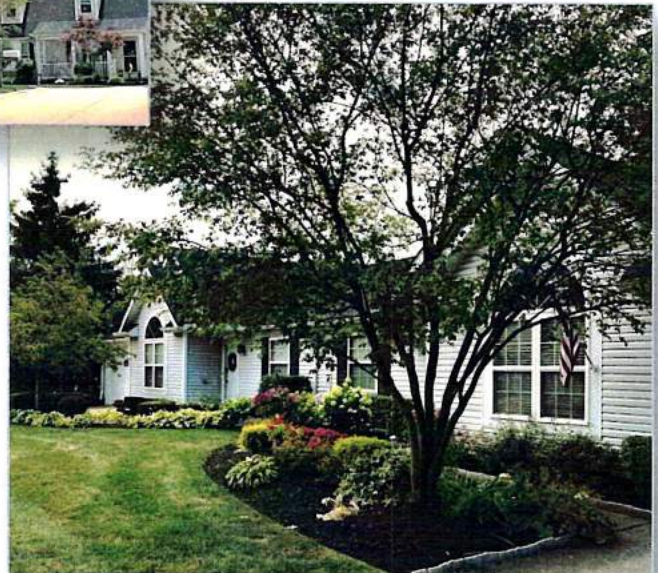


Hampton Bay



HANDBOOK OF RULES AND INFORMATION



HAMPTON BAY AT WATER OAKS

On behalf of your fellow residents, welcome to Hampton Bay at Water Oaks (commonly referred to as Hampton Bay). We hope you enjoy your home and neighborhood.

In order to establish a positive community atmosphere, maintain the strength of our physical structures, preserve a uniform, clean and attractive appearance of our property, and enrich the value of our units – goals we all share – the Board of Directors of the Association, under the authority of the Declaration of Condominium Ownership for Hampton Bay at Water Oaks, has established this set of rules and information.

This Handbook's purpose is to be your guide to living at Hampton Bay, and it contains a tremendous amount of information that is important to your residency here. This includes information on many topics such as the Association, our condominium's common elements, financial and maintenance responsibilities, and procedures and guidelines. Like all condominiums in Ohio, Hampton Bay is governed by Bylaws which, along with the Declaration, are filed with the Lake County Recorder's Office. While this handbook summarizes many of the provisions in the Declarations and Bylaws, we strongly encourage you to read and refer to the Declarations and Bylaws directly. If there is an inadvertent discrepancy between this Handbook and the recorded documents, the Declarations and/or Bylaws will govern. If you have misplaced your copy of them, please contact the Property Manager who can provide electronic copies for your use.

The Handbook contains common sense rules and information which take into consideration the health, safety and comfort of all Owners and residents at Hampton Bay. Together, all of these provisions work in harmony to create this community we call home. We hope that you will contribute to our community in many ways, including by complying with and upholding these rules and regulations. The Board of Directors has not presumed to cover every possible situation. These rules and information cover those major areas where questions typically occur. The section detailing architectural guidelines will be of particular importance to existing homeowners as well as new residents.

Please keep this Handbook and your copy of the Hampton Bay Declarations and Bylaws (with amendments) in a safe and accessible place so that you may refer to them if you should have a question or concern. If something arises that may not be covered in these documents, please do not hesitate to contact the Management Company or the Board of Directors.

As many of us have moved from single family homes, we also hope this Handbook can assist in your transition to condominium living. Just as we have found tremendous benefits in shared common element maintenance, architectural harmony, and a sense of community, we hope that you will too.

The Board of Directors

September 1, 2022

Table of Sections	Page
Section I – Overview & Definitions	5-13
A. Governance	5
B. Insurance	6
C. Common Elements	7
D. Limited Common Elements	10
E. Owner Property	12
Section II – Common & Limited Common Elements Information & Guidelines	14-26
A. Bird Feeders	16
B. TV and Internet	17
C. Holiday Decorations	18
D. Snowplow Season	19
E. Motor Vehicles	20
F. Parking and Traffic	21
G. Pets	22
H. Ponds	24
I. Street Lamps	25
J. Trash Removal	26
Section III – Exterior & Interior Info & Modification Guidelines	27-38
A. Architectural Guidelines and Exterior Modification Approval Procedure	27
B. Outdoor Structural Modifications	29
C. Landscaping	32
D. Interior Structural Modifications, Maintenance, and Doors	35
E. Outdoor Décor	38
Section IV – Rental & Sale of Unit	40-41
A. Rental of Condominium Unit	40
B. Sale of Condominium Unit	41
Section V – Enforcement Procedures	42-45
A. Complaint Procedure	42
B. Assessments for Rule Violations	43
C. Maintenance Fees, Lien Procedures and Collection Policy	45
Appendix	46-51
Important Contact Information	A – 46
Maintenance and Responsibility Chart	B – 47
Complaint/Unit Owner Violation Witness Statement	C – 50
Conveyance Information on Unit Sale or Transfer	D – 51

Section I – Overview & Definitions

A. Governance

1. Hampton Bay Condominiums is comprised of eighty (80) condominium units. Address locations are listed on Wood Duck Avenue, Rushmore Way, Hampton Bay Lane and Austin Pointe Drive in Concord Township, Ohio.
2. All streets and roadways within the condominium property are private and designated as fire lanes. They are maintained by the Association.
3. As a private condominium, we are governed by our own Declaration and By-Laws. We elect a Board of Directors from our unit Owner membership and the Board manages the Association affairs on behalf of the Owners.
4. Our annual meeting is usually held on the third Tuesday evening in September. Regularly scheduled Board meetings are held throughout the year. Owners wishing to attend a Board meeting should contact the Management Company to obtain the date, time and meeting location.
5. The Board of Directors, on behalf of the Association, retains the services of a Management Company to handle the day-to-day operations at Hampton Bay.
6. The Association and the Management Company do not have the responsibility for law enforcement at Hampton Bay. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Lake County Sheriff's Department. **All suspicious activity should be reported to the Sheriff.**

Section I – Overview & Definitions

B. Insurance

While the Association maintains insurance on the condominium common elements, the Unit Owners are responsible to maintain insurance on their Units at their own expense as follows:

1. **Property Insurance** – While the Association's insurance policy insures our buildings, insurable events inside of the Unit are the Unit Owner's responsibility. To protect against very high condominium premiums and to help manage claims effectively, the Association's deductible is currently \$2,500. As a result, Unit Owners should have building coverage at least equal to the Association's deductible, as well as an amount adequate to cover any uninsured or underinsured casualty losses which may be apportioned to Unit Owners, as well as an amount adequate to cover the interior structures and fixtures of the unit. This would include such things as cabinetry, floor coverings, and appliances as these are all the responsibility of the individual Unit Owner.
2. **Personal Property Insurance** – As a Unit Owner, you are responsible for obtaining insurance on your personal property. Often referred to as tenants' insurance, this insurance covers your personal belongings in the event of vandalism or a casualty event. The amount of insurance necessary will depend on the value of your personal property, including furniture, clothes, electronics, jewelry, and furnishings.
3. **Liability Insurance** – In today's litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit or Limited Common Element, your liability insurance may cover the cost of the injury and any damages. The Association maintains liability insurance on the Common Elements to protect against the same thing. Many insurance agents recommend that Unit Owners have at least \$100,000 in liability insurance; however, you should contact your own agent to determine the best amount for you.

Category	Insurance Provided By
Common Elements	Condo Association
Limited Common Elements	Condo Association and Owner's Insurance
Owner Property	Owner's Insurance

Owners and insurance agents may contact the Association's agent with questions on coverage. For the name of the Association's agent, please call the Management Company.

Section I – Overview & Definitions

C. Common Elements – *Definitions*

Common elements comprise the common property which is owned by all the unit Owners together. Examples include roofs, lawns and outside walls of buildings. The repair and maintenance of all of the common property is done at the Association's expense except as otherwise explained on page 11 in the Declaration and By-Laws in Article XII; Management, Maintenance, Repairs, Alteration and Improvements. The common areas are for the use and enjoyment of all Hampton Bay Condominium Owners and/or residents. Therefore, everyone is required to be considerate in their use of the areas.

Common elements maintained and insured by the Association include the following:

1. Building exterior, foundation, chimney and caps, roof, gutters and downspouts.
2. Exterior surface of the front entry door and outside jambs, EXCLUDING the screen/storm door)
3. Lamp posts.
4. Streets, walkways, and concrete front stoops.
5. Entrance area signs, street signs, mailboxes and posts, and unit house numbers.
6. Utilities which are not separately metered.
7. Lawn, trees and shrubs in the Common area. However, during dry spells, Owners are expected to water the landscaping and plantings adjacent to the front and sides of the Owner's unit.
8. Exterior light fixtures attached to the buildings at the front doors, garage doors, and the rear door leading to the limited common area of the units. Light bulbs and interior switches are the Owner's responsibility.
9. Rubbish removal service (excluding large items and/or appliances). See the Trash Removal Section (Section II. J., pg 26) for further information.

The above include only some of the items listed in the Owner documents. Please read both the By-Laws of the Association and the Declaration of Condominium Ownership for further information.

Section I – Overview & Definitions

C. Common Elements – *Definitions and Responsibilities*

The Board of Directors has established the following rules for the Common Elements for the safety and maintenance of the Community.

1. All littering is prohibited - including cigarette butts and the like.
2. Damage to the common areas caused by an Owner, occupants, children, pet, or guest of an Owner must be repaired or replaced at the expense of the Owner.
3. All items such as bicycles, scooters, snowshoes and lawn chairs must not be left unattended in the common elements overnight. These items may be removed by the Board of Directors at the Owner's expense.
4. Any noise which distracts or disturbs others is prohibited. Residents must refrain from any activity which creates a nuisance. Examples include but are not limited to cutting wood in the driveway, woodworking activities, power equipment, power drills, strobe lights, and loud music. All Owners must abide by the Concord Township noise control resolution which broadly prohibits noise disturbances between the hours of 11:00 p.m. and 7:00 a.m.
5. Owners should report to the Management Company (by email or phone) if they observe a need for any repairs of the common areas of the condominium property which are the obligation of the Association to maintain.
6. Owners and/or residents must not give work instructions to any Association service contractor (e.g. landscaper or snowplow contractor). This requirement is not intended to refuse or reduce service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company by email or phone.
7. Owners and residents must not pour or allow any oil, solvent, or any other volatile or flammable material, or any environmentally toxic substance, or animal or human waste into the storm sewers or common areas, or woods, wetlands, ravines, or ponds.
8. Owners are responsible to immediately clean up after their pets and properly dispose of pet waste in their own trash container.
9. Lawn ornaments (e.g. birdfeeders, yard statues) and/or lawn furniture, chairs, or benches are prohibited in common lawn or grassed areas and shrub beds which include the beds in front of each unit. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting and shrub bed maintenance.

Section I – Overview & Definitions

C. Common Elements – *Definitions and Responsibilities*

10. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of a resident's personal property left in the common elements.
11. Playing in the street, skating, skateboarding, and roller blading are prohibited.
12. Skateboards and skateboard ramps, basketball hoops including portable types, and other such recreational equipment are prohibited from all areas of the Condominium property.
13. The riding of bicycles and other vehicles is not permitted on grass areas. Riding ATVs or snowmobiles is prohibited throughout the property. (See Section II.)
14. Signs or any advertising of any nature are prohibited upon any portion of our Condominium property except one security protection sign not larger than one foot x one foot which may be displayed in the front shrub bed on a post with a combined height for post and sign less than two feet. FOR SALE AND OPEN HOUSE signs are also allowed with certain restrictions. Please see Sale of Condominium Unit section on page 40.

Section I – Overview & Definitions

D. Limited Common Elements – *Definitions and Responsibilities*

Certain parts of the Condominium property are built and designed specifically for each individually owned condominium unit. These areas are technically designated as common elements because the Association has control over how they are to be maintained and may enact regulations as to their use and modification. Their complete designation is, however; "**limited common elements**" because they are limited to the use of one condominium unit.

Maintenance, repair and insurance of these areas become the expense of the individual condominium Owner. This includes the following:

1. Central air conditioning equipment serving only one unit.
2. Exterior water faucets including the faucet in the garage.
3. Exterior electrical outlets.
4. Patios and fences.
5. Balconies, decks and access points.
6. Front porches and porticos.
7. Driveways.
8. The limited common area space to the rear of the unit defined by the width of the unit and extending fourteen feet (14') from the rear wall of the unit. However, if the area is accessible, the landscaping company may mow and trim the grass area and blow off leaves.

Section I – Overview & Definitions

D. Limited Common Elements – *Rules*

The Board of Directors has established the following rules for the Limited Common Elements for the safety and maintenance of the Community.

1. Individual garage, yard, or patio sales are prohibited.
2. Clothes lines are prohibited.
3. Islands between double driveways must be maintained as a grass area.
4. Bicycles, scooters, skateboards, snowshoes, lawn chairs, and other items must be returned to the interior of the unit by nightfall. Please do not leave such items in front yards or drives.
5. Lawn ornaments (e.g. birdfeeders, yard statues, etc.) and/or lawn furniture and benches may not be placed in the shrub beds adjacent to the front or side of the condominium unit because these areas are not designated as limited common elements.
6. Pet owners must immediately clean up pet waste, even if the area is fenced. (Refer also to Section II. G. – Pets on page 21.
7. Due to liability issues, ponds, tiki torches, fire pits and open burning of any kind are prohibited.

Section I – Overview & Definitions

E. Owner Property – *Definitions and Responsibilities*

The boundaries from the studs inward of the individually owned condominium unit and everything within the boundaries built and installed for the exclusive use the unit is the Owner/resident's responsibility to maintain. This includes but is not limited to the following:

1. All items in the interior of the unit from the studs inward.
2. Ceiling and interior wall insulation.
3. All doors, door frames, door screens, windows, window frames and window screens, weather seals, and storm/screen doors. Please note: The Association is responsible only for the maintenance of the exterior surface of the exterior doors and outside jambs.
4. Garage space including garage doors and their mechanisms, tracks, springs, cables, locks, seals, automatic door opener if any, water spigot, and driveway space associated with the unit.
5. Utilities separately metered for the unit, and utility service line connections exclusive to the unit. This includes heating, cooling and ventilation equipment, standby generators and their respective pads, and gas grills connected to the unit's gas line.
6. Exterior water faucet and electrical outlets serving the individual condominium unit.
7. Patios, decks, front porches, porticos, driveways.
8. Insurance coverage including liability for the private unit Owner and/or resident coverage.
9. Maintenance of plantings installed by the resident.
10. Watering of the lawn, shrubbery and trees in the common areas adjacent to the unit to prevent browning, disease, and dying of grass.
11. Doorbells, and interior wiring and off/on switches for the exterior light fixtures of the condominium unit. Burned out bulb replacement is also the responsibility of each resident. The Association encourages residents to keep the front door light on during evening hours. Guidelines for bulb replacement are as follows:
Color: White Size: 60 watt or equivalent

Section I – Overview & Definitions

E. Owner Property – *Definitions and Responsibilities*

12. Exterminating service if needed, including in exterior wood fencing installed by the unit owner.
13. Dryer vents and exhaust systems. The Association strongly recommends having these cleaned ONCE A YEAR to prevent lint buildup which may cause them to become blocked and a fire hazard.

Section II-Common & Limited Common Elements Information & Guidelines

The Board of Directors has established the following rules for the safety and maintenance of the Community.

1. Units must be occupied and used for single-family purpose only as private dwellings for Owners, their immediate families, and for no other purpose.
2. Modifications to the exterior of units, garages, buildings, or grounds are prohibited without obtaining prior written consent from the Board of Directors.
3. Owners are not permitted to make modifications to interior supporting walls or to relocate common elements such as supporting structures, ducts or utility lines which service multiple units.
4. Owners are not permitted to convert the fireplaces to wood burning.
5. Installation of wiring for electrical, telephone, satellite or cable lines for television systems, air conditioning, machines, or the like on the exterior of the building, or which is affixed to or protrudes through the walls or the roof of the building is prohibited.
6. Decorative items, such as holiday lights, may not be permanently affixed to the exterior of the unit or building. However, a brass door kick plate is permitted year-round.
7. Patios and decks must not be used as storage areas. Appropriate patio and deck items include outdoor furniture and planters, and hose reels. No fire pits are permitted.
8. Yard statues, bird baths, and other items are prohibited from being displayed in front of any condominium unit or in any lawn area. However, they are acceptable in the fourteen foot (14') limited common area at the rear of the unit as long as they do not interfere with maintenance of the area or become a hazard or an eyesore.
9. Japanese beetle traps, wasp traps, and electric insect zappers are prohibited.
10. No light posts shall be erected by any resident anywhere on the property.
11. Other structures such as storage sheds, swimming pools, animal shelters, carports, attached awnings or gazebos are prohibited. Small kiddie pools are allowed but must be attended by an adult and must be emptied and removed before sunset.
12. Water hoses are prohibited from being left outside in the front of the condominium unit. Please disconnect the hoses from the faucet and return them to the garage for the winter. To prevent line freezing, please insulate the exterior faucets.

Section II-Common & Limited Common Elements Information & Guidelines

13. Garage sales are strictly prohibited.
14. Garage doors must be closed when not in use.
15. Only minor maintenance to motor vehicles may be done in the garage. Body work, noisy repairs, or repairs which may result in fluids running into the driveways and sewers are prohibited.
16. Hobby type art and construction projects may be done in the garage with the door slightly opened for ventilation.
17. Storing flammable or hazardous items in the garage is prohibited.
18. The garage must be used as the primary parking space. Driveways must be the secondary parking space. Please refer to Section II.F. pg 21 for parking regulations.
19. Owners are responsible for the maintenance, repair and replacement of their garage doors and their mechanisms, tracks, springs, cable, seals, and locks. The Association is responsible for the maintenance only of the exterior surface of the garage door.
20. Garage door replacements must be identical in appearance to the existing garage door. Prior approval from the Board of Directors is required before replacing any door.
21. The installation of automatic garage door openers is permitted. Installation and maintenance expense are the Owner's responsibility.

Section II—Common & Limited Common Elements Information & Guidelines

A. Bird Feeders

1. Hummingbird liquid feeders and seed dispensing feeders are permitted as long as they are placed within the limited common area at the rear of the condominium unit. They are not to be an obstruction for the landscape service contractor and are not to be placed over a grassy area. Debris and droppings must be kept cleaned up so as to not attract vermin or cause health hazards.
2. Ground feeding of wild life such as birds, ducks, squirrels, etc. is prohibited. Food stuffs placed on the ground around a condominium unit attract rodents, wild life and insects and create an unsightly appearance.
3. Canada geese are known to inhabit areas where open water and green grass can be found. At Hampton Bay, that is no exception. Feeding the geese is prohibited. Please remember, as flocks of geese develop, grass disappears, and their waste becomes a problem.
4. Bird seed should be stored in a secured vermin proof container.

Section II—Common & Limited Common Elements Information & Guidelines

B. TV and Internet

1. Television and internet services are private agreements between the Owner and/or resident and the respective companies at the resident's expense.
2. Arrangements for the installation and/or disconnection of service are an Owner and/or resident responsibility.
3. Wiring must be properly buried in the ground and must not be an obstruction for the landscape service contractor. Any excavation to bury wires must be covered with topsoil and re-seeded by the installing company at the unit Owner's expense.
4. Winter installations, when the ground is frozen, must be completed in early spring before the grass cutting begins.
5. When service is disconnected, the Owner must make sure there are no exposed wires and that service lines are properly secured against the building for future hook-ups. Any service line holes in the siding must be sealed up. Service lines are not permitted to be attached to the building.
6. Satellite TV. Only one dish is allowed, and it must not be mounted on or attached to any part of the building nor exceed 39" in diameter. The height of the installation must not exceed 5 feet. The dish must be placed in the rear of the building within the limited common area and shielded from view of the outside community and other units as much as possible. It must be professionally installed by a qualified vendor and securely anchored in the ground. The unit owner is responsible for all maintenance of the satellite dish. Upon sale or other transfer of the unit, the satellite dish must be removed and the property restored to its original condition.

Section II–Common & Limited Common Elements Information & Guidelines

C. Holiday Decorations

At certain times of the year many Hampton Bay residents enhance their units with decorations. Please adhere to the following guidelines:

1. Seasonal wreaths and lights are always permitted, as long as they are only attached by removable clips or hangers. Lights or decorations may not be permanently attached to any part of the building or gutters. Please remove them when they become faded, tattered, or no longer appropriate to the season.
2. Firecrackers or fireworks of any sort are strictly prohibited.
3. Discarded holiday trees must be removed by residents by January 15. Any debris such as pine needles must be promptly cleaned up. **Please note: the garbage service does not pick up trees; unit owners must handle it directly.**
4. Lake Metroparks may offer convenient holiday tree recycling drop off locations in parks throughout Lake County. Please contact Lake Metroparks or refer to their website for information.

Section II–Common & Limited Common Elements Information & Guidelines

D. Snowplow Season

Snowplow Season

1. During the winter months, residents should note that a snow plowing contractor, employed by the Association, is contracted to plow driveways and streets, and shovel front stoops, porches and walkways when snow accumulation is at least two inches.
2. Light or blowing snow fall or freezing/thawing cycles, can create unexpected icy or hazardous conditions. Residents must use an ice melt product on areas near their individual condominium units. Calcium chloride is recommended. Use of rock salt will damage the concrete and is therefore prohibited.
3. If an Owner's vehicle is parked in the driveway during a snowfall, it must be moved before the snowplow contractor arrives or the driveway may not be plowed.

Section II–Common & Limited Common Elements Information & Guidelines

E. Motor Vehicles

1. Buses, mobile homes, boats, trail bikes, ATVs, UTVs, snowmobiles and recreational vehicles are prohibited except for the purpose of loading or unloading and in preparation for a trip. These vehicles may be parked on the Unit's driveway space for a period not to exceed twenty-four (24) hours so long as the Board of Directors has given prior approval.
2. At all other times, trailers, boats, ATVs, UTVs, recreational vehicles, watercraft and motorcycles are prohibited unless parked within the confines a garage on the Condominium property. Parking or storing them under a unit's deck is prohibited.
3. Moving vans are permitted to be temporarily parked on the street provided that the flow of traffic and fire hydrants are not obstructed.
4. Vehicles which are licensed, painted, signed, or used for "commercial purposes" must be kept within the confines of a garage at all times while on the Condominium property.
5. All vehicles on the property must bear current license tags.
6. Vehicles with exhaust systems which disturb other residents are prohibited.
7. Vehicle repairs are prohibited on condominium roadways, parking areas and driveways. Washing or waxing vehicles is permitted.
8. Oil, fluid leaks, or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident and properly disposed of. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluid. Such repairs must be made within the unit's garage or off the property. Do NOT dispose of oil or chemicals in the sewer or drains. Please call Lake County for information on where to dispose your waste. 440-350-5900.

Please refer to <https://www.lakecountyohio.gov/smd/> where you can find information on the Household Hazardous Waste collection days. You may also call 440-350-2908.

Section II–Common & Limited Common Elements Information & Guidelines

F. Parking and Traffic

1. Residents and occupants must use the garage as the primary parking space(s).
2. If the occupant has more than two vehicles, the extra vehicles must be parked in the unit's driveway space, so the vehicle(s) front and rear is perpendicular to the street and garage door.
3. Parking or driving on any grassed or lawn area is prohibited.
4. The speed limit in Hampton Bay is 10 mph. All vehicles must observe the speed limit.
5. All streets in Hampton Bay are fire lanes. Parking on the streets is prohibited, except as provided below:
 - a. When entertaining guests, occupants must instruct guests that they may park in their Unit's driveway (the vehicle(s) front and rear is perpendicular to the street and garage door) or in the Hampton Bay guest parking area. However, if the Unit's driveway and the designated guest parking area are full, guests may park on the street **only after the occupant has:**
 - Notified the Sherriff's Department (440-350-2795 or 350-2794); and
 - Notified the Management Company
 - b. Guests must not park on the hydrant side of the street **(no exceptions)**.
6. The guest parking area is strictly for Hampton Bay guests only.
7. Vehicles are prohibited from being parked in a driveway if they create a traffic hazard. For the purposes of this rule, a vehicle creates a traffic hazard when the closest point of the vehicle in relation to the street is less than 3 feet away from the street or when the vehicle obstructs the vision of other vehicle(s) exiting from a neighboring driveway or travelling on a street within the Condominium Property.
8. In addition to all other available remedies, vehicles in violation of these rules may be ticketed, subject to an enforcement assessment, and/or towed and stored at the owner's expense.

Section II–Common & Limited Common Elements Information & Guidelines

G. Pets

1. Permitted Pets: dogs and cats (except “prohibited¹” and “vicious dogs²”) – a maximum of 3 with not more than 2 of them dogs; birds in cages; and fish (maximum aquarium capacity of 100 gallons) are the only animals allowed on the premises as pets. All other animals including rabbits, rodents, livestock, fowl, insects, amphibians and reptiles, and exotic animals of any kind are prohibited.
2. No other animal may be raised, boarded or kept anywhere in the Condominium property; neither shall any animals be bred nor maintained for commercial purposes.
3. All pets must be on a hand-held leash or carried or otherwise transported and under direct control of their Owner or handler at all times when outside the unit. Pets are not to be permitted to run loose on the Condominium property or in the adjacent woods or neighboring properties.
4. No pet may be tethered or staked outside in the Common Elements or in the Unit Owner’s Limited Common Element unless the Unit Owner or resident is immediately present and the tether is no longer than fifteen feet. “Immediately present” means the Unit Owner or resident is physically outside the Unit within a twenty foot radius of the tethered animal. If a Unit Owner or resident tethers a pet in accordance with this Section, the Unit Owner/resident agrees to indemnify and hold harmless the Association, its Board of Directors, managing agent, Unit Owners, residents, and guests, for all damages, injuries, causes of action, claims, judgments, verdicts, and costs (including reasonable attorney’s fees) for any injury or damage to property or person cause by a pet who is tethered pursuant to the provisions of this paragraph.
5. Pet owners are responsible for immediate and complete clean-up after their pet in all areas including limited common areas, woodlands and wetlands. Pet Owners must dispose of animal waste in their own trash receptacle. Pet owners are expected to be considerate of the frontages and planting beds of the units when exercising their pets.
6. No animal pens or houses are permitted in the Common Elements or Limited Common Elements.
7. Unit Owners are required to abide by the laws and local ordinances of Lake County with respect to licensing, current vaccination, caring for and controlling pets.

¹ Doberman, Rottweiler, Fresa Canario and Pitbull, as well as mixed breeds of the foregoing

² Any dog that has caused injury, including death to any person or has killed another pet

Section II—Common & Limited Common Elements Information & Guidelines

G. Pets

8. Unit Owners are solely and exclusively liable for and responsible for the actions of their pets or the pet of anyone residing in or visiting their Unit, including damage or injury to property or another person.
9. Unit Owners are also liable for the cost of repairing any damage to the Common Elements caused by pets, including, but not limited to, the cost of replacing grass, bushes, trees, or other landscaped areas.
10. Pursuant to provisions of the Declaration of Condominium Ownership, the Board of Directors of the Association shall have the right to require the Owner of any pet to remove the pet from the condominium property upon three (3) days' written notice if the pet is causing or creating a nuisance or unreasonable disturbance, or exhibits aggressive or potentially dangerous behavior toward any person or pet, or if the Pet Owner repeatedly fails to clean up after the pet. Upon the pet Owner's receipt of such notice, the pet's Owner must immediately and permanently remove the pet.
11. In addition to all other legal remedies available to the Association, Unit Owners may be assessed an enforcement charge for violation of these pet policies.

PLEASE REFER TO AMENDMENT B 2011R018586, 08/18/2011 OF THE DECLARATIONS FOR FURTHER DETAILS CONCERNING PET RESTRICTIONS.

Section II—Common & Limited Common Elements Information & Guidelines

H. Ponds

The private lake area was not designed to be a supervised or patrolled location. Residents or their guests visiting the lake area are responsible for their own safety.

1. Swimming is prohibited.
2. Boating is prohibited.
3. Fishing is prohibited.
4. Throwing objects into the pond, and feeding, harassing, or harming waterfowl and wildlife is prohibited.

Section II—Common & Limited Common Elements Information & Guidelines

I. Street Lamps

1. Street lamps located on the Condominium property are maintained by First Energy/The Illuminating Company.
2. Should you observe a burned-out bulb in a street lamp, please call the Management Company.

Section II–Common & Limited Common Elements Information & Guidelines

J. Trash Removal

1. Rubbish removal service is provided by the Association. Current pick-up day is Friday, which is subject to change due to service provider's schedule. When a holiday occurs during the pick-up week, the pick-up day will be Saturday. The holiday schedule can be obtained from the waste removal company. Disposal of large items is not included in this service. Please refer to #6 below.
2. Rubbish, debris and any other unsightly material including rubbish containers are prohibited in common and limited common areas. Rubbish containers must be kept inside the unit at all times except on the day before and the day of trash collection and no longer than the end of the pick-up day.
3. Rubbish, trash or other items to be disposed of must be placed in an appropriate trash can with lid or in a sealed bag. We recommend you do not place sealed bags out until the morning of trash day in order to prevent animals from ripping bags and scattering trash. Unit owners are responsible for cleaning up spillage from their containers or bags.
4. Rubbish containers or bags and debris must be placed at the curb on the concrete driveway. Please do NOT place them on the grass.
5. Boxes should be collapsed, tied and bundled and placed on the curb for collection next to the trash container or bag(s).
6. Owners may call or employ a service company or contractor of their choice to haul away large items of rubbish at their own expense. Items should be placed on the curb of the concrete driveway not more than 2 days before the scheduled pickup. Please do NOT place them on the grass.
7. Hazardous materials disposal is handled by the Lake County Commissioners. For information, please contact them directly at 440-350-2644 or refer to their website.

Section III – Exterior & Interior Info & Modification Guidelines

A. Architectural Guidelines and Exterior Modification Approval Procedure

The Association has established a process for all Owners to follow when considering architectural changes and exterior modifications. These procedures create exterior uniformity and preserve the integrity and value of each home Owner's property and the entire Community.

1. A written request with supporting detail, photos, and diagrams for any type of modification, installation, or additions to the limited common area of each unit must be submitted to the Board for review. Written approval must be obtained from the Board prior to the initiation of the project according to the following schedule:
 - a. A written request must be submitted to the Management Company.
 - b. The Management Company will copy and distribute all written requests to the Board of Directors within five (5) business days of receipt.
 - c. At the monthly meeting following the receipt of the written request, the Board will review your request. If any of the needed items specified above are missing, the request will be returned to the Owner for completion and inclusion of all needed documentation. The Board reserves the right to request additional information that is necessary to review and decide on the proposed project.
 - d. If the Board does not approve the Unit Owner's request in writing, the Unit Owner is not permitted to initiate the project. Failure on the part of the Board of Managers to respond to a request will be considered a denial.
 - e. Unless otherwise authorized in the Rules or governing documents, any Unit Owner/Occupant that commences a change or modification to the Common Elements or Limited Common Elements including drives, porches, stoops, or walkways without prior, written approval from the Board, may be required to undo all efforts and return the area to its original condition at the Unit Owner's sole expense. If the change or modification specified by the Board is not completed, the Board may choose to have the project removed - in which case the Unit Owner may be billed for all costs relating to the removing of the addition, change or modification, and restoring the area to its original condition.
2. After written approval from the Board has been given, it will be the Owner's and/or contractor's responsibility to secure necessary building permits and to obtain approval from the Concord Township Zoning Board to assure conformity to jurisdictional codes. A copy of all building permits and valid worker's compensation and liability insurance certification copies must be submitted to the Management Company prior to the initiation of construction. Permits must be displayed in a front window of the unit.

Section III – Exterior & Interior Info & Modification Guidelines

A. Architectural Guidelines and Exterior Modification Approval Procedure

3. Once the permit is approved, the contractor must contact the Ohio Utilities Protection Services [call 811 or (800) 362-2764 or online at www.oups.org] to identify and mark underground utilities prior to the commencement of construction. It is required that notice be given of at least 48 hours but no more than ten (10) days before commencement of construction.
4. Once the material for the exterior modification is placed on the property, the work must begin and continue through completion within a reasonable time frame and in a reasonable manner that will not detract from property appearance or inconvenience neighbors and/or Association service contractors.
5. In the event damage occurs as a result of any modification or change to the exterior of the building or the common area of the Condominium property, repairs must be made immediately at the Owner's expense and to the satisfaction of the Board of Directors.
6. If the landscape service contractor deems it necessary to charge more as a result of the modification made by the Owner, this charge will be assessed back to the specific Owner.
7. All costs associated with the project and with its maintenance and/or repair are the Unit Owner's sole responsibility and expense.
8. It is the responsibility of the seller to disclose to a new unit Owner any and all architectural changes or improvements that are the responsibility of the new unit Owner to repair and maintain. If necessary, please contact the Management Company to review the architectural correspondence file.

Section III – Exterior & Interior Info & Modification Guidelines

B. Outdoor Structural Modifications

All of the following items also require Board approval, following the procedures listed in Section III A. Once approval is received, Owners and/or their contractors must obtain any necessary Concord Township or Lake County building permits. The issuance of a building permit should not be construed as approval or authorization to begin construction or modification.

Your contractor and any subcontractors must be bonded or licensed, carry liability insurance, Ohio Worker's Compensation insurance, and they must provide valid certification copies to the Management Company prior to beginning any work.

1. Fences (pre-approval required)

- a. Prior to constructing a fence, the unit Owner must submit a written request to the Management Company following the procedures outlined in Section III. A., along with a detailed drawing of the location of the fence relative to the unit and any utility lines.
- b. Fences must not be attached to the building in any manner.
- c. The fence must be constructed of pressure treated wood or wood composites such as TREX. The color must be semi-transparent stain, comparable to Sherwin-Williams Mountain Ash (SW 3540); Baja Beige (SW 3509); Woodridge (SW 3504); or Hawthorne (SW 3518). Please include a stain color sample with the written request for Board approval.
- d. The height of the fence must not exceed six (6') feet with the posts set on the inside of the fencing. It must be a board-on-board style construction. (see photo).
- e. Fences constructed by an Owner (or subcontracted) must be maintained and insured by the Owner and/or subsequent purchaser of the Unit.
- f. The Owner is responsible for the repair of any damages to utility lines, building structures or landscaping.



Section III – Exterior & Interior Info & Modification Guidelines

B. Outdoor Structural Modifications

2. Wood Decks (pre-approval required)

- a. A written request including proposed drawings must be submitted to the Management Company for approval following the procedures outlined in Section III. A., along with a copy of any necessary Concord Township or Lake County building permits prior to commencement of work.
- b. Drawings of the deck must include the width, length and height; support structures (to be anchored in concrete); and ground preparation. The relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. Utility meters and underground lines must be accessible.
- c. Deck construction measurements are dependent upon unit style, the surrounding limited common element terrain, and location of utilities. All portions of the proposed deck including stair access and railings must be within the unit's 14 foot limited common area and not extend beyond the sidewalls of the existing configuration of the Owner's condominium unit. The deck must not be attached to the building in any manner.
- d. Decks must be constructed of pressure treated wood or a composite material in brown color similar to the approved stain colors. The deck may have a clear preservative wood finish or may be stained in a color comparable to Sherwin-Williams Mountain Ash (SW 3540); Baja Beige (SW 3509); Woodridge (SW 3504); or Hawthorne (SW 3518). Please include a color sample with the written request for Board approval.
- e. Any contractors must be bonded or have liability insurance (Accord certificate) and Ohio workers' compensation insurance, and they must provide copies of the certificates to the Management Company prior to beginning any work.
- f. ALL utilities must be marked prior to digging; call 811. Repair of any damage to utility lines is the responsibility of the Owner.
- g. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- h. The deck must be insured under the home Owner's private homeowner's insurance.
- i. Deck maintenance is an Owner responsibility.

Section III – Exterior & Interior Info & Modification Guidelines

B. Outdoor Structural Modifications

3. Patios (pre-approval required)

- a. A written request including proposed drawings must be submitted to the Management Company for approval following the procedures outlined in Section III. A., along with a copy of any necessary Concord Township or Lake County building permits prior to commencement of work.
- b. The patio must not extend beyond the sidewalls of the existing configuration of the Owner's condominium unit nor extend beyond the fourteen foot limited common area adjacent to the rear of the unit.
- c. Drawings of the patio must show length, width, and slope. Slope must be sufficient to drain flow away from the building. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown. The patio must not impede access to utility fixtures or buried utility lines.
- d. No construction may begin until written Board approval has been received.
- e. Any contractors must be bonded or have liability insurance (Accord certificate) and Ohio workers' compensation insurance, and they must provide copies of the certificates to the Management Company prior to beginning any work.
- f. ALL utilities must be marked; call 811 before digging. Repair of any damage to utility lines is the responsibility of the Owner.
- g. Concrete or stamped patios must be poured and remain a natural color such as brown, beige, or grey.
- h. Patios may also be constructed of brick, natural colored stone or stone pavers.
- i. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- j. The Owner is liable and responsible for repair of any damages to utilities lines, building structures, or landscaping.
- k. The patio must be insured under the Owner's private homeowners' insurance.
- l. Maintenance and upkeep of the patio is the Owner's responsibility.

Section III – Exterior & Interior Info & Modification Guidelines

C. Landscaping

Any and all landscape plantings installed by an Owner must be maintained by the Owner and/or any subsequent purchaser of the unit. These items must be disclosed to the subsequent purchasers of a Unit Owner's property.

A. Privacy Landscaping (Limited Common Area)

1. Some unit Owners prefer a view of the common elements and use privacy landscaping such as a hedge, instead of wood fence structures. It is the unit owner's responsibility to care for and maintain these plantings, and to keep them from spreading outside the unit's limited common area, encroaching on another unit's limited common area, or damaging the building's structure or foundations.
2. Owner's must verify any plantings are of a size and variety appropriate for the intended space, suitable for the climate (zone and exposure), and are not classed as invasive species in our area. This is particularly important with regard to tree selection and planting.

Refer to <https://www.oipc.info/invasive-plants-banned-on-ohio.html>.

3. All utilities must be marked before any digging or installation commences.
4. Utility lines, meters and hook-ups must remain accessible at all times.
5. The resident should establish a dark, shredded mulch bed at the base of the planting so as to prevent damage from landscaping equipment. Wood chips, gravel type stones, and similar items are prohibited.

B. Trees and Shrubs

1. Type of tree or shrub must be a variety that is an appropriate size at maturity for the intended area, suitable for the climate and exposure, is not considered an invasive species in our area, and will not encroach upon or cause damage to a unit, foundation, drive or walkway, common area, or utility service line. Refer to <https://www.oipc.info/invasive-plants-banned-on-ohio.html>. Examples of an unacceptable tree/shrub: willow, river birch, Callery pear, wintercreeper. Owners should also beware of plants with undue fruit, berry or seed droppings.
2. A tree ring must be created and maintained by the resident around the base of the tree in an effort to prevent damage from landscaping equipment. The tree ring must be covered with dark shredded bark mulch typically used by the landscape contractors. Wood chips, gravel type stones, and similar items are prohibited.

Section III – Exterior & Interior Info & Modification Guidelines

C. Landscaping

3. Prior to planting a tree, Owners must contact the Ohio Utilities Protection Service [call 811 or 1-800-362-2764] at least forty-eight (48) hours before digging. Additionally, the Owner will be responsible for damage that may occur to underground utility service connections or lines during the time the tree is planted as well as for any future damage as a result of growth of the tree.
4. Trees planted by an Owner must be planted in such a manner so as not to create obstructions for the landscape service contractor.
5. Avoid planting trees too close to the building, driveways, or walkways to allow for tree growth, air flow, and to prevent root issues.

C. Vegetable Plantings

- Small vegetable plantings are permitted, providing the plants are not conspicuous, do not create an obstruction for the landscape service contractor and are planted in containers or in a planting bed adjacent to the rear of the Unit Owner's condominium unit within its fourteen (14) foot limited common area. Mint plants are prohibited and may not be planted either in pots or in the ground.
- The Unit Owner is responsible for maintaining the area so as to not unnecessarily attract vermin or other pests or to become an eyesore. Spent plant materials should be bagged and properly disposed of.

D. Flowers

1. Seasonal flowers may be planted in planting beds adjacent to the front of the Unit, around the mailbox, and along the side of the end Units without prior written Board of Directors approval, providing the mature height and size of the flowers are consistent with the surrounding shrub bed plantings, do not exceed the height of the lowest first floor window sill, and the plant is not considered an invasive species. Examples: sunflower, purple loose strife. Ivy is prohibited.
2. Seasonal flowers planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance of Hampton Bay, and must be cut back or removed at the end of the growing season.
3. Seasonal flowers planted by a resident must not in any way be an obstruction for the landscape service contractor, and must be planted far enough away from the grass line to avoid damage from the landscaper's automatic trimming and edging equipment. The Association is not responsible for any damage done by contractors.

Section III – Exterior & Interior Info & Modification Guidelines

C. Landscaping

E. Front Shrub Beds

1. In order to maintain uniformity and harmony throughout the property with the original landscaping plan, modifications to the front of the unit by the resident which would utilize railroad ties, landscaping timbers, bricks, rocks, and other items used as shrub bed edging material or enclosures are prohibited.
2. Owners may install additional shrubbery or decorative plantings in existing shrub bed areas in the front of their unit without prior Board approval providing:
 - a. Prior to purchasing flowers or plants, verify the plant is appropriate for our location and climate and **THE PLANT IS NOT CONSIDERED AN INVASIVE SPECIES IN OUR AREA.** Ivy and vines are also prohibited.
See <https://www.oipc.info/invasive-plants-banned-on-ohio.html>.
 - b. Such plantings must be consistent in height, variety and size to existing plantings, installed in a professional manner with sufficient space to accommodate the plants' growth limits and maintain at least 1 foot space away from the building. All overgrown, dead or dying shrubs or plants installed by the Owner must be removed immediately at the unit Owner's expense.
 - c. The variety of plant material selected by the Owner must be of a species that will not encroach upon or cause damage to the unit, common elements or utility service line or other shrubs. Example of an unacceptable plant: Vines.
 - d. Plantings installed by a resident must not, in any way, be an obstruction for the landscape service contractor.
3. Residents will be required to remove unacceptable plantings, such as vegetable gardens and invasive species, at their own expense.
4. Small fountains are permitted in the front shrub bed and are the responsibility of the Owner to maintain. The fountain must not create an obstruction for the landscape service contractor. It must be stored for the winter either inside the unit or in the limited common area behind the unit.
5. Ponds are not permitted due to safety and liability issues.

Section III – Exterior & Interior Info & Modification Guidelines

D. Interior Structural Modifications, Maintenance, and Doors

Please adhere to the following criteria for each home project stated below. **Written Board approval must be obtained prior to the commencement of each structural modification.** No changes to interior load bearing walls or common infrastructures *including roofs* are permitted. (See also Section II.E. on page 12.)

1. Fireplace

No structural changes or modifications are allowed. Cosmetic changes to the fireplace façade are permitted.

2. Door – *Front Door*

- a. Any replacement door must be a solid SIX PANEL DOOR similar to the existing door (windows are not permitted in the door).
- b. Exterior color must remain white, matching the original color. Fixtures (door locks, handles and deadbolts) must be brass or oil rubbed bronze and of the same style as those installed by the developer in order to maintain exterior uniformity.



- c. Peepholes and deadbolts may be installed on the condominium unit front doors.
- d. Brass kick plates may be installed on condominium unit front doors.
- e. Nameplates and door knockers of any type are prohibited.
- f. Doorbells are to be maintained and replaced by the Owner.
- g. Maintenance and upkeep of the front door, such as replacement of weather stripping, is an Owner responsibility. The Association is responsible for maintaining the exterior surface of the door only (exterior paint.) The Association is not responsible for items installed by the Owner or for damages caused during installation or for faulty installation.
- h. Screen doors are the Unit Owner's responsibility. See also Section III.D.5.

Section III – Exterior & Interior Info & Modification Guidelines

D. Interior Structural Modifications, Maintenance, and Doors

3. Door – Garage

- a. The door must be the original color (white).
- b. Interior maintenance and upkeep, and replacement of the garage doors and their mechanisms are the Owner's responsibility. The Association is not responsible for items installed by the owner or for damages caused during installation or by faulty installation.
- c. Any garage door replacements must be white and identical to the original raised panel door.
- d. Windows in garage doors are prohibited.

4. Doors – Rear (*Sliding or Hinged*)

- a. Must be identical in appearance (white frame and full glass without grids).
- b. If there is an exterior garage "man" door, it also is an Owner responsibility, except for exterior painting. Replacements must be the same style as the original door.
- c. Maintenance or replacement of rear sliding doors or hinged doors is an Owner responsibility, except for exterior painting. The Association is not responsible for items installed by the owner or for damages caused during installation or by faulty installation.

5. Doors – Storm/Screen

- a. Storm doors must be white frame and full view with clear glass.
- b. The Owner has the option of converting the full view storm door to a white triple track storm door, as long as it is also full view (see Screen Away example).
- c. Storm or screen door handles may be white, brass or oil rubbed bronze.
- d. Maintenance or replacement of the storm/screen door is the unit Owner's responsibility.

Screen
Away® Series

SCREEN
AWAY

Section III – Exterior & Interior Info & Modification Guidelines

D. Interior Structural Modifications, Maintenance, and Doors

6. Windows

Window maintenance and replacement is the responsibility of the Owner. Replacements must be identical in appearance to existing windows. An upgrade in the quality of windows is permitted providing the replacement windows are identical in appearance to the existing windows.

- a. Maintenance and upkeep of windows and their screens are a unit Owner responsibility. The Association is not responsible for items installed by the owner, or for problems or damages caused during installation or by faulty installation.
- b. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
- c. The use of blankets, sheets, towels, etc. is strictly prohibited as a window covering.
- d. The backing of all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. on the front windows (street facing) of the unit must be white, near white or beige.
- e. Broken windows, torn screens, damaged front doors, or damaged garage doors must be repaired immediately by the unit Owner at the Owner's expense.
- f. Window air conditioning units are prohibited.

Section III – Exterior Information & Guidelines

E. Outdoor Decor

1. Decorative Additions

- a. American Flag: One American flag is permitted to be displayed at any time. The flag holder may be attached only to the wood trim at the front of the unit. They should not obstruct any walkways or visibility. Flags must be made of nylon, polyester or cotton material and should be replaced when they become faded or torn. Owners may wish to research proper flag etiquette at usa.gov/flag.
- b. To avoid damage to the exterior finish of the units, all other items requiring attachment to the building are strictly prohibited.
- c. Door wreaths are permitted using over-the-door hangers or command-type hooks.
- d. Garden Flag: Unit Owners may install up to two garden flags in the landscaping beds adjacent to the Unit. These flags may be no larger than 12.5 inches by 18 inches, and must not be an obstruction for the landscape contractor.

2. Exterior Landscape Lighting

- a. Exterior landscape lighting must not be an obstruction for the landscape contractor, and any wiring must be underground. Landscapers are not responsible for any damages.
- b. Exterior landscape lighting must be maintained by the Owner and/or any subsequent purchaser of the unit, and kept in a manner that will not detract from the appearance of the community nor hinder the safety of residents.

3. Natural Gas Barbecue Grills

(NOTE: This applies only to devices which are connected to the unit's gas line.)

- a. The grill unit must be installed behind the condominium unit **WITHIN THE UNIT'S LIMITED COMMON AREA** and requires approval in writing by the fire code official. It must not be installed beyond the lawn area. **It must be installed** a minimum of 10 feet from the unit but not to exceed 14 feet, **AND MUST COMPLY WITH THE REQUIREMENTS OF THE OHIO ADMINISTRATIVE CODE 1301:7, SECTION 308.1.4.1, AND ANY LOCAL FIRE AND BUILDING CODES, INCLUDING ANY PERMIT, INSPECTION, AND INSURANCE REQUIREMENTS.**

Section III – Exterior Information & Guidelines

E. Outdoor Decor

- b. Gas line connections are the responsibility of the Owner and must meet all local building codes AND THE REQUIREMENTS OF THE OHIO ADMINISTRATIVE CODE 1301:7, SECTION 308.1.4.1 (b) & (c)
- c. The grill must be free-standing (not built-in). Owners may not construct any type of barbecue pit enclosure or have a free-standing gas or wood burning apparatus or fire pit.
- d. The installation of the grill must not present any obstructions for the landscape service contractor.
- e. The surrounding landscape/lawn area must be immediately restored to the original condition.
- f. The grill must be maintained in good working order and appearance by the Owner and/or subsequent purchaser.
- g. In addition to maintenance, all appropriate safety measures and building codes/local ordinances must be observed.
- h. It is recommended the Unit Owner secure additional liability and damages insurance coverage. Please consult your insurance agent for recommendations.

3. Portable Propane Grills, Charcoal Grills, Fire Pits

- a. In accordance with the Ohio Fire Code, use of portable propane grills, charcoal burners, gas grills, fire pits, or any other type of open-flame devices is prohibited within 10 feet of a multi-family building or combustible structure. The Ohio Fire Code also prohibits operation of such devices on balconies and decks, under-deck areas, or in any enclosed structures such as garages.
- b. Propane tanks may not be stored in garages or within 10 feet of the buildings or any other combustible structures. Grills or other devices with attached propane tanks may not be stored in garages.
- c. Use of open flame devices or fire pits is also prohibited in the common areas.

Section IV – Rental & Sale of Unit

A. Rental or Leasing of Units

Rental and leasing of units is prohibited except as outlined in the Leasing Restriction Amendment to the Declarations and By-Laws.

Section IV – Rental & Sale of Unit

B. Sale of Condominium Unit

1. All Owners must notify the Management Company in writing of any changes in occupancy within thirty (30) days of such change.
2. One professionally produced FOR SALE sign (maximum size of 24" x 36") may be placed inside the window of a condominium unit. Homemade signs are prohibited. THE SIGN MUST BE REMOVED NOT LATER THAN WHEN THE TITLE TRANSFERS.
3. One professionally produced OPEN HOUSE FOR SALE sign (maximum size of 24" x 36") is permitted from 12:00 to 6:00 P.M. on Sundays only. Exterior FOR SALE signs are prohibited.
4. Prior to the sale of an Owner unit, Owners or realtors must call the Management Company to make arrangements for the maintenance fee update letter, exterior inspections, and certificate of insurance for the buyer. Please also provide the information listed on Appendix D – Conveyance Information on Unit Sale or Transfer.
5. The Management Company will coordinate the paperwork with banks, realtors, appraisers and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
6. The seller or realtor is responsible for providing all of the following information to the buyer:
 - a. A digital or hard copy of the Declaration and By-Laws and updated copy of the Amendments.
 - b. A current copy of the Handbook of Rules and Information.
 - c. Written notice of any and all architectural and landscaping changes, and improvements constructed by the seller or previous sellers which are the responsibility of the unit Owner to repair and maintain.

A digital or hard copy of the Declarations and By-Laws and the Handbook of Rules and Information is available from the Management Company for a fee to the seller/buyer.

Section V – Enforcement Procedures

A. Complaints

The Hampton Bay Declaration, By-Laws, and the Rules and Information define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each Owner, preserve the safety and value of homes and foster the cohesiveness of our community.

No owner or resident has the authority to agree to any policy or procedure which violates or contradicts these documents.

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 better results and maintain a friendly atmosphere. Our documents are our foundation. Our community spirit lies within the hands of each resident.

If discussions fail to resolve the violation, the Unit Owner may file a complaint as follows:

1. Complaints of anyone violating the rules are to be sent to the Management Company in writing and must contain the identity of the individual filing the complaint. Refer to Appendix C for information to include in the complaint.
2. The Management Company will keep the complaint confidential and, in most instances, contact the alleged violator after the receipt and investigation of each complaint. A reasonable effort will be made to gain the violator's agreement to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the Owner will be subject to a sanction in accordance with the penalty provisions contained in Section V-B and Section V-C. in addition to any other remedy available to the Association.

Section V – Enforcement Procedures

B. Assessments for Rule Violations

1. If an Owner, resident, or guest violates a rule in a manner which, by the determination of the Board, affects the rights of others or their property, immediate legal action will be initiated.
2. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, will be added to the account of the violating Owner.
3. In accordance with the procedure outlined in Item 5 below, an assessment not exceeding two hundred dollars (\$200.00) per occurrence may also be levied by the Board on any Owner found in violation of the Rules and Information. In the case of a resident or guest who is in violation, the Owner of the Unit will be held liable for the assessment.
4. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Information will be added to the assessment.
5. Prior to the imposition of an assessment for a rule violation, the following procedures will be followed:
 - a. Written demand to stop the violation will be served upon the alleged violator and the Unit Owner specifying:
 - The alleged violation.
 - The action required to stop the alleged violation.
 - A twenty-four (24) hour time period during which the alleged violation must cease without the imposition of an assessment.
 - b. If the same rule continues to be violated past the time period set above or is repeated over a period not to exceed twelve (12) months, the Board of Directors will serve the violator and the Unit Owner written notice of a hearing to be held by the Board of Directors.
6. This notice of hearing will contain the following:
 - a. The nature of the violation.
 - b. The time and place of the hearing, including at least a ten (10) day notice.
 - c. A request for the violator and/or the Unit Owner to attend the hearing and supply any statement of evidence on his/her behalf.
 - d. At the hearing, the Board of Directors and the alleged violator(s) will have the right to present any evidence. This hearing will be held in Executive Session.

Section V – Enforcement Procedures

B. Assessments for Rule Violations

- e. Proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become part of the hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at the hearing.

Section V – Enforcement Procedures

C. Maintenance Fees, Lien Procedures and Collection Policy

1. All assessments and fees are due on the first (1st) day of the month and are considered late if not received by the 15th day of the month.
2. An administrative late charge of twenty dollars (\$20.00) per month will be added for any late payment or on any unpaid balance or fees. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
 - a. Interest owed to the Association;
 - b. Administrative late fees owed to the Association;
 - c. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and, finally;
 - d. Oldest principal amounts owed for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.
4. Any unpaid assessment may result in the Association filing a lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and, if the property is leased, a Receiver may be appointed to collect the rents. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the Owner's account.
6. If an Owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote.

Appendix A – Important Contact Information

MANAGEMENT COMPANY

TRASH

Major Waste Disposal: 440-254-4249

<https://www.majorwastedisposal.com/>

Please call the management company should you require large items to be picked up outside of regular trash. The cost of picking them up is the Unit Owner's responsibility.

EMERGENCY POLICE/FIRE DEPARTMENT: Emergency 911

NON-EMERGENCY CONCORD TOWNSHIP FIRE DEPARTMENT: 440-354-7509

NON-EMERGENCY LAKE COUNTY SHERIFF: 440-350-5500

<https://www.lakecountyohio.gov/sheriffoffice/>

CONCORD TWP FOR EXTERIOR MODIFICATION/BUILDING CODE: 440-350-3224

<https://concordtwp.com/departments/zoning/applications/>

Each Owner is responsible for their individually metered utilities. Please see the following for more information:

Utility	Company	Web/Phone
TV and Internet	Spectrum	1-877-283-9590 https://www.spectrum.com/cable-tv-service/ohio/painesville
	AT&T	1-877-956-2304 https://www.directv.com/
Call before you dig		811 http://call811.com/map-page/ohio
Electric	Illuminating Company	Emergency: 888-544-4877 Customer Service: 800-589-3101 https://www.firstenergycorp.com/corporate/contact_us.html
Gas	East Ohio Gas Dominion	Emergency: 877-542-2630 Customer Service: 800-362-7557 https://www.dominionenergy.com/sign-in
Sewer	Lake County Department of Utilities	440-918-2070 https://www.lakecountyohio.gov/utilities
Water	City of Painesville	440-392-5797 https://www.painesville.com/index.asp?Type=B_BASIC&SEC={3770EA7D-087D-4B17-BC7D-C7994DC5C589}

Appendix B – Maintenance Responsibility Chart

The Maintenance Responsibility Chart is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is listed in this chart and the recorded documents, the Declaration and/or Bylaws will govern.

Responsibility Key:

A=Hampton Bay Condominium Association

O=Owner

N/A=Not applicable

DESCRIPTION	MAINTENANCE	CLEANING	INSURANCE
Light Fixtures			
Interior Garage Lights	O	O	N/A
Common Element Lights	A	A	A
Exterior Garage Light & Patio Light	A	O	N/A
Interior Light Fixture	O	O	N/A
Light Bulbs for Fixtures on Exterior of Unit	O	O	N/A
Other Electrical			
Transformer to Meter Box Wiring	A	A	A
Meter Box to Unit Circuit Breaker	A	A	A
Unit Circuit Breaker to Home Breaker Panel	A	N/A	A
Home Breaker Panel	O	O	A
Interior Plugs, Switches, Phone Jacks, Receptacles, Breakers, Wiring	O	O	O
Exterior Plugs on Unit's Grid	O	O	A
Doorbell Wiring	O	O	O
Exterior Doorbell	O	O	O
Alarm Systems	O	O	O
Garage			
Springs, Wheels, Tracks & Weather Stripping	O	O	O
Electrical Openers	O	O	O
Garage Door	O	O/A	O
Garage Floor	O	O	O
Entrance Doors			
Storm Door	O	O	O
Front Entrance Door	O/A	O/A	A
Back Door to Patio, Garage Man Door	O	O	O
Handles, Knobs, Locks	O	O	O
Frames, Sashes, Thresholds, Jams	O	O	O

Appendix B – Maintenance Responsibility Chart

DESCRIPTION	MAINTENANCE	CLEANING	INSURANCE
Windows & Sliding Doors			
Glass Breaks, Leaks, Mullions, Other	O	O	O
Mechanisms – Locks, Operator, Balances, Etc.	O	O	O
Exterior Wood Frames	O	O	A
Window Trim and Door Trim - EXTERIOR	A	A	A
Interior Casing & Frame	O	O	O
Weather Stripping & Screens	O	O	O
Handles, Knobs & Locks	O	O	O
Kitchen Items			
Appliances Including Switch, Wiring & Plumbing	O	O	O
Kitchen Cabinets	O	O	O
Kitchen Plumbing Including Faucets	O	O	O
Hood and Vent Fan	O	O	O
Exterior Dryer Vent	A/O	O	O/A
Roadways and Drives			
Pavement of roads & parking areas	A	A	A
Driveways	O	O	N/A
Snow Removals – Roads	A	A	N/A
Snow Removal--Driveways, Walks, Stoops	A	A	N/A
Walls, Ceilings & Floors			
Interior Surfaces and Interior and Perimeter Walls	O	O	O
Structural Support and Exterior Walls	A	A	A
Ceiling Structure	O	O	O
Floor Structure	O	O	O
Floor, Wall, and Ceiling Coverings	O	O	O
Furnace & A/C & Chimney(s)			
Furnace, Humidifier, Filters, Air Cleaners	O	O	O
Heat Ducts, Registers	O	O	O
Air Conditioning Coil & Outside Unit	O	O	O
Fireplace – Interior Flue	O	O	O
Fireplace – Exterior Surface, siding	A	A	A
Chimney Cap	A	A	A
Chimney Flue Caps	A	A	A
Chimney Flue Screens	A	A	A
Plumbing & Gas Lines			
Sanitary & Storm Sewer from Unit to Main	A	A	A
Interior Sanitary Drains	O	O	O
Main Supply Water Line to Shut off Valves	A	A	A

Appendix B – Maintenance Responsibility Chart

DESCRIPTION	MAINTENANCE	CLEANING	INSURANCE
Unit Water Shut Off Valve	O	O	O
Other Water Lines in Walls and Ceilings serving Owner's Unit	O	O	O
Exterior Water Spigots	O	O	O
Interior Unit Faucets, Valves, Toilets, Other Fixtures	O	O	O
Main Gas Supply to In-Line Shut Off	A	A	A
In-Line Shut Off Valve for Furnaces, Etc.	O	O	A
Other Unit Gas Lines (Dryer, W/H, Stove, Piped Grill, etc.)	O	O	O
Patios/Decks/Fences			
Backyards, Decks, and Fences	O	O	O
Concrete Patios or Patio Pavers	O	O	O
Roofs and Gutters			
Shingles and Flashings	A	A	A
Gutters and Downspouts	A	A	A
Other			
Roof Vents	A	A	A
Shutters	A	A	A
Attic and Wall Insulation	O	O	O
Front Porch or Portico	O	O	O

Appendix C – Complaint Form/Unit Owner Violation Witness Statement

This information shall be used when corresponding to the Management Company about Unit Owner violations.

Unit Owner Name:

Address:

Phone:

Email:

Other Witnesses names/emails:

Violator's Name:

Address (if known):

Date of Violation:

Location of Violation:

Description of Violations:

Section of Handbook Violated:

Were there any photographs or videos taken? Yes/No

If yes, taken by:

Phone:

Please include all recordings and photographs with your complaint as soon as possible.

Note: This information must be based upon personal knowledge and not upon what has been told to you. Should an Owner file a complaint against another Owner, the complaining Owner may be asked to cooperate with the Association and its attorney, if needed, including providing any additional statements or affidavits, and in the event a hearing or trial is necessary, may be asked to appear to testify as a witness.

Appendix D – Conveyance Information on Unit Sale or Transfer

This information is to be submitted to the Management Company when a unit is sold or transferred.

UNIT ADDRESS:

CURRENT UNIT OWNER:

Name(s): _____

Forwarding Address: _____

Phone: _____ Email: _____

Title Co: _____

Realtor: _____

Date of Title Conveyance: _____

NEW UNIT OWNER:

Name(s): _____

Phone: _____ Email: _____

Title Co: _____

Realtor: _____