

**HANDBOOK OF
RULES AND INFORMATION**



**ROCKPORT COLONY
CONDOMINIUMS
Stow, Ohio**

Date Adopted: March 28, 2002

Date Effective: April 17, 2002



WELCOME TO ROCKPORT COLONY

On behalf of the residents of Rockport Colony, we, the Board of Managers, welcome you to our small community and to the Association. We have prepared this Handbook in order to acquaint you with the information you will need to prepare yourself for the life and lifestyle of a condominium environment. Our goal is to maintain Rockport Colony as an attractive, pleasant place to live.

This Handbook contains the guidelines, rules and information necessary to ensure the comfort, safety and health of each and all the residents and to promote harmonious and compatible relationships. Also, the purpose of the rules is, very importantly, to preserve the standards of quality and appearance of our property necessary to protect our substantial investment in our homes. The Handbook is an adjunct document to the Rockport Colony Disclosure Statement, Declaration and the By-Laws. As an owner of a condominium unit, you should have received this manual (the blue book) when you purchased your property in Rockport. If you do not have these documents, you may obtain a copy from the Management Company.

We all realize that residence in a condo development such as ours requires some adjustment to our lifestyle if we have been accustomed to living in a single-family home community. When we chose to live here, we also opted to yield some of the freedom and "elbow room" we were used to in exchange for the obvious advantages of condo living.

We contracted to abide by the constraints imposed on us as described in the Condominium Declaration and in this Handbook. Therefore it is very important for you, as a resident, to immediately familiarize yourself with the content of both these documents, and to keep the Handbook in a convenient location to refer to in a variety of situations. It is particularly important to become familiar with the Handbook sections on approval and complaint procedures.

The Rockport Colony Declaration and the Handbook define the standards of living that residents may expect from our condo environment. This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern. These documents are designed both to protect the rights of each resident and balance them with the rights and protection of the community as a whole.

However, policy and procedure cannot replace courtesy, goodwill and good communications among neighbors as a requisite for a pleasant and harmonious environment. Before carrying problems and irritations to higher levels, take the time, as you would in any situation, to solve problems neighbor to neighbor. Neighbors talking to each other in a non-threatening way can achieve quicker results in a friendlier way. Our documents are our community foundation and structure; however, living almost elbow-to-elbow, the spirit and personality of our community reside within the hands of each responsible resident.

Thank you for your attention and consideration.

*The Board of Managers
Rockport Colony Condominium Owners Association, Inc.*

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I. GENERAL INFORMATION

- A. Rockport Colony Condominiums is located in the City of Stow, Ohio. The Colony is comprised of one hundred forty seven condominium units. Address locations are listed on Bar Harbor, Bay Cove, Gulls Cove, Ocean Reef, Pine Point, Portland Cove, Rockport Cove, Sandy Hook and Westport Cove. All streets and roadways within the condominium property are private and are maintained by the Condominium Association (hereinafter, called the Association). Nantucket Lane and Sowul Boulevard are public dedicated streets and are maintained by the City of Stow.
- B. All applicable regulations, ordinances and codes of the City of Stow apply to Rockport Colony; e.g., installation of fences and decks, inspections, approvals, etc. The Association and the Management Company do not have the responsibility of law enforcement at Rockport Colony; the responsibility for dealing with criminal-related security remains exclusively with the Stow Police Department. However, residents are strongly encouraged to maintain a neighbor-to-neighbor attitude of awareness, perhaps through programs such as Block Watch and ordinary vigilance.
- C. As a private Association, we are governed by our own Declaration and By-Laws. We elect a Board of Managers (called the Board) from the Owner membership; the Board manages the Association affairs on behalf of the unit Owners (hereinafter called the Owner). The current Board numbers five members. Board duties and responsibilities are described in the By-Laws.
- D. The Board, on behalf of the Association, retains the services of a professional Management Company to handle the day-to-day operations of Rockport Colony. Questions, comments and service requests should be directed to the Management Company. Complaints must be in writing and the writer identified.
- E. The Annual Owners Meeting is held on the third Tuesday of April. Board meetings are held regularly throughout the year. Owners wishing to attend a Board meeting should call the Management Company to obtain the date, time and meeting location. All regular Board meetings are open to residents of Rockport Colony.
- F. A master policy for insurance coverage is purchased by the Association. Each Owner must obtain insurance at his/her own expense affording coverage upon personal property and for his/her personal liability.
- G. Rockport Colony residents have access to Darrow Lake, which is owned in part by each of the three adjoining associations or developers (See Sec. XXI)

II. COMMON AREAS

The balance of the Condominium Property (defined and described in the Declaration and By-Laws) outside of the Owner units, i.e., land and improvements thereon, is termed Common Areas and Facilities (called common areas in this Handbook). Within the common areas are portions of the Property termed limited common areas.

This Section describes the environment and use of common areas; the following Section III will discuss limited common areas.

Common areas are owned by all the Owners together. Examples include roofs, lawns, and outside walls of buildings. The repair and maintenance of all of the common areas is done at the Association's expense, except as otherwise explained in this Handbook of Rules and Information and in the Declaration and By-Laws.

The Rules applying to the common areas are as follows:

- A. Any excessive noise or activity that creates a nuisance or distracts or disturbs others is prohibited. Continuation of a nuisance problem, if unresolved between residents, should be reported to the Management Company.
- B. Skateboard and skateboard ramps are prohibited within the Condominium Property.
- C. The operation of bicycles, snowmobiles and other motorized and non-motorized vehicles is prohibited on lawn areas within Condominium Property.
- D. Playing in the streets within the Condominium Property is prohibited.
- E. The common areas are for the use and enjoyment of all Rockport Colony Owners and/or residents. Therefore, everyone is required to be considerate in his/her use of the area.
- F. Any and all damages to common areas caused by an Owner, children, pet or guest of an Owner, must be repaired or replaced at the expense of the Owner, who may then seek reimbursement from the tenant or guest.
- G. Any and all items left unattended in the common areas may be removed and stored by the Board at the Owners expense.
- H. Littering is prohibited. Residents are asked to report abusive littering to the Management Company.
- I. Each Owner should report to the Management Company the need for any repairs of common areas of the Condominium Property, which are the obligation of the Association to maintain. If the repair or problem is of an emergency nature however, it should be called in immediately to the Management Company.
- J. Owners and tenants must not give work instructions to any Association service contractor (e.g., landscaper or snow plower). 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 service contractor requests must be submitted to the Management Company. If residents encounter problems with a service contractor, they should call or write the Management Company immediately.

- K. Signs or other advertising of any nature are prohibited upon any portion of the Condominium Property except:
- 1) "FOR SALE" signs: (See Sec. XXV)
 - 2) Security protection signs, not exceeding the height of two feet or the size requirement of 1 ft. x 1 ft., may be displayed in the front shrub bed and/or in the rear of the unit.
 - 3) Political signs, during periods of national, state and community elections, may be placed only in the (interior) windows of a resident's unit. Display of such signs is allowed within a period of thirty days before Election Day and must be removed the following day.
- L. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the unit's garage or off the property.
- M. Vehicle repairs are prohibited on Condominium Property, with the exception of use of garage interior.
- N. Owners and residents must not pour, or allow to spill, any oil, solvent, or any other volatile or flammable material into the storm sewers or in common areas. Ohio EPA and the City of Stow prohibit such disposal.
- O. All recreational equipment, including toys, must be returned to the interior of the unit each nightfall.
- P. Lawn ornaments and/or lawn furniture must not be placed on common area lawns. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting or planting bed maintenance; see Sec. XIX-F).
- Q. Individual resident garage, yard or patio sales are prohibited.

The Association is responsible for the reasonable maintenance, repair and/or replacement of the following (See Sec. II-F, preceding, re: Damages):

- A. Building exterior and attachments, foundation and roof:
 - 1) Exterior doors (cleaning the exterior and interior surface of door is Owner's responsibility)
- B. Lamp posts
- C. Street and storm sewer systems
- D. Utilities which are not separately metered
- E. Cleaning and repair of gutters and downspouts

- F. Lawn mowing and fertilization of lawn areas
- G. Snow plowing on streets and driveways
- H. Care and maintenance of common area trees and plantings
- I. Entrance area signs, street signs, and unit house numbers
- J. Entrance structures and landscaping; gazebos at Darrow Lake & Norton Road
- K. Repair (but not bulb replacement) of all exterior light fixtures attached to the building (if the repair is not necessitated by damage to the fixture caused by the resident)
- L. Trash removal service (excluding large items and/or appliances)

Detailed descriptions of the use and regulations of various features within the common areas, such as landscaping, parking and traffic, etc., are contained in subsequent sections. The Declaration should be referred to regarding further information and questions you may have.

III. LIMITED COMMON AREAS

Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. Examples include central air conditioning equipment serving only one unit, water faucets, electrical outlets, patios, decks and front porches.

These are common areas because they are owned by everyone and the Association HAS control over HOW they are to be maintained. Their specific designation is, however, "limited common areas" because they are limited to the use of one condominium unit. Maintenance and repair become the responsibility of the individual condominium Owner. Following is a description of the limited common areas as contained in the Declaration (Article VI-B.) of which a portion is extracted here:

- 1) Patio, if any, adjoining a Unit shall be reserved for that Unit;
- 2) Deck, if any, adjoining a Unit shall be reserved for that Unit;
- 3) Front porch, if any, adjoining a Unit shall be reserved for that Unit;
- 4) Rear yard, if any, adjoining a Unit as shown on the Drawings;
- 5) The driveway of each Unit is reserved for the exclusive use and benefit of each respective Unit.

The rear yard is that area contained within the lines of an extension of the sidewalls at the ends of the unit to the rear property a distance of fourteen (14) feet from the rear wall of the building: beyond that distance is common area.

The rules governing the use and maintenance of limited common areas are as follows:

- A. Owners and/or tenants are responsible for the maintenance, condition and appearance of their limited common areas.

- B. Drying or airing of clothing or other materials outside the unit is prohibited.
- C. Islands between double driveways must be maintained as planting bed areas.
- D. Rubbish, debris and any other unsightly materials are prohibited. Trash containers must be kept inside the garage at all times except on trash collection day (See Sec. X).
- E. The landscape planting in the front of a unit is in a common area; use and regulations of this are described in Sec. XIX. The use, limits and improvements in the limited common area at the rear of a unit are described in various sections under Landscaping and Architecture Approval Procedure (Sections XIX and XXIII).

IV. RESIDENTIAL UNIT REQUIREMENTS

The boundaries of the individually-owned condominium unit and everything within these boundaries are built and installed for the exclusive use of the inhabitants of said unit. It is the Owner's responsibility to maintain his/her unit. A definition and description of a condominium unit is contained in Article V of the Declaration.

- A. Units shall be occupied and used for single-family purpose and only as private dwellings for Owners, their families, tenants and guests and for no other purposes.
- B. Residents **shall not modify** the exterior of the units, garages, buildings or the grounds without obtaining **PRIOR WRITTEN** consent from the Board. Failure to adhere to this requirement is one of the most serious problems and issues confronting the governing of the Association (See Sec'ns. XXII, XXIII).
- C. Installation of wiring for electrical, telephone, cable, television systems, air conditioning equipment, or the like on the exterior of the building, or which protrudes through the walls or the roof of the building, is prohibited. Exceptions to this regulation will be considered by the Board. Example: Additional lines for telephone, cable, or computer.
- D. Decorative items, such as holiday lights, may not be permanently affixed to the exterior of any unit or building. However, a flag holder, a doorknocker, and a brass door kick plate are acceptable.
- E. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit
- F. The use of blankets, sheets, etc., is prohibited, even as a temporary window covering.
- G. Broken windows, torn screens, and all damages to the exterior of the Unit must be repaired immediately.
- H. Changes to the color of unit doors are prohibited.
- I. Window and through-wall air conditioning units and ventilating fans are prohibited.

- J. Nameplates of any type on the walls, doors or porches are prohibited.
- K. Patios and decks shall not be used as storage areas. Appropriate patio and deck items would include outdoor furniture and planters. An approved commercial polymer storage bin (maximum height of 36") such as Rubbermaid or equal, of earthtone color, may be permitted by PRIOR WRITTEN approval of the Board.
- L. Composting equipment and composting is prohibited.
- M. Except as otherwise provided, installation of any reflectors, basketball hoops or other recreational equipment, light posts or flagpoles is prohibited. One flag holder bracket may be placed on the unit front exterior and attached to wood trim only.
- N. To create a visible uniform standard throughout the community, all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc. should have white, near-white or beige backing.
- O. Deck or patio awnings are prohibited without PRIOR WRITTEN approval of the Board. (See Sec. XXIII B-14)
- P. Watering hoses must be kept in the garage or at the rear of the unit on a patio or a deck. Hoses must be stored when not in use either in an appropriate hose storage container or on a portable reel. Reels may not be attached in any way to an exterior wall of a building.
- Q. Owner hiring any contractor or subcontractor will insure he is bonded, insured and carries current Workers' Compensation insurance.**

Owner Responsibilities for maintenance, repair or replacement include:

- 1) Interior of the unit
- 2) All windows and window screens
- 3) Garage space
- 4) All heating, cooling and ventilation equipment and pad for air conditioning unit
- 5) Exterior water faucet and electrical outlet serving the individual condominium unit
- 6) Patios, decks and front porches; (see Sec. XXIII)
- 7) Utilities separately metered for the unit and utility service line connections exclusive to the unit
- 8) Insurance for the personal property/or liability coverage; (see Sec. XXIV)
- 9) Maintenance of any/all plantings installed by a resident; (see Sec. XIX)
- 10) Individual mailbox key and lock; (see Sec. XIII)
- 11) Watering of the lawn and shrubbery adjacent and proximate to the unit. (See Sec. XIX-H)
- 12) Replacement of burned out light bulbs in all exterior light fixtures attached to the condominium unit with a white 60-watt bulb

- 13) Providing own interior exterminating service, if needed. (The Association may contract for exterior extermination service if building infestation becomes a problem.)

Owners, under any circumstance, may not penetrate the integrity of exterior walls and roof of a building via entry of utilities or lines of any kind. Installation of such utilities or lines (additional phone or cable lines, electrical wiring for patio spas, etc) must be done by licensed building contractors with written request to and approval by the Board.

V. GARAGES

- A. Garage doors must be closed at all times except when the Owner is using the garage area.
- B. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.
- C. Storage of flammable or hazardous items (e.g. propane tanks) in a garage is prohibited.
- D. The garage should be used as the primary parking space.
- E. The installation of automatic garage door openers is permitted. Installation and maintenance expense shall be an Owner responsibility.

VI. MOTOR VEHICLES

- A. The following vehicles are not permitted to be parked within Rockport Colony:
 - 1) Mobile and/or motorized homes or travel trailers
NOTE: For the purpose of loading or unloading and in preparation for a trip, a recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed twenty-four (24) hours. Any brief extension of this period should be approved by the Board via PRIOR WRITTEN request.
- B. Trailers, boats, recreational vehicles and motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property.
- C. The use of motorized trail bikes and snowmobiles is prohibited on Condominium Property.
- D. Vehicles that are painted, signed, or used for commercial purposes must be kept within the confines of a garage at all times while on the Condominium Property.
- E. All vehicles on the property must bear current license tags.
- F. Vehicles with exhaust systems that disturb other residents are prohibited.

- G. Moving vans are permitted to be temporarily parked on the street and must not obstruct traffic.
- H. Vehicle repairs are prohibited in parking areas, in streets and on unit driveway space.

VII. PARKING

- A. If the resident has more than two vehicles, the extra vehicles must be parked on the unit's driveway space, in front of the garage door and not on the street.
- B. Parking is prohibited as follows:
 - In lawn or turf areas
 - In areas designated as fire lanes
 - On the fire hydrant side of streets
- C. Overnight parking (between the hours of 2:00A.M. and 6:00A.M.) on the streets is prohibited. Violators will be identified and subject to penalty assessments if violation continues.
- D. Vehicles must be parked in the direction of the flow of traffic.
- E. Parked vehicles must not obstruct or inconvenience the use of or access to adjoining residents' driveways.
- F. On-street parking can be used to temporarily accommodate a resident's needs. For example, when entertaining several guests for a specific function, the resident should instruct guests that they may park on the street but not on the fire hydrant side, and of other parking regulations if they see any violations occur.

VIII. TRAFFIC RULES AND REGULATIONS

All vehicles must observe the road speed limit in Rockport Colony of 15mph. Since there are no sidewalks in Rockport Colony, drivers must be very aware of pedestrian traffic.

IX. PETS

- A. No animals such as rabbits, livestock, fowl or reptiles of any kind shall be raised, bred or kept in any unit or the common or limited common areas. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- B. All pets are to be hand-leashed when outside of a condominium unit and not allowed to run loose. (This includes cats).
- C. NO PET shall be leashed, fenced or housed outside a condominium unit.
- D. Pet owners shall be held liable for any and all damages caused by their pets to any common property including, but not limited to shrubs, bushes, trees and grass.

- E. Pet owners are responsible for immediate and complete cleanup after their pet(s).
- F. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days notice from the Board. (See Article IIIB.4. of Declaration By-Laws.)

NOTE:

Although some of the above regulations may seem unduly restrictive to pet owners, it must be remembered that we are all living together in close residential proximity. There is no fencing off of the common areas, which are open to all residents to enjoy, including walking pets. Stepping in dog feces left in lawns or public areas by negligent or uncaring pet owners does a disservice to all residents. This is one of the most prevalent nuisances in any urban area, not just in a condominium development.

Some condo associations do not allow any pets. Rockport Colony is an attractive environment for pet owners; however, responsible pet ownership is required to maintain this privilege.

X. TRASH REMOVAL

- A. Trash removal service is currently provided by the contractor listed on your Service Provider page contained at the end of this Handbook; pickup day is noted. Recyclable items should be placed in the bins provided.
- B. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to the trash hauler; see Service Provider list, page 31.
- C. Trash containers must be secured in 30-gallon containers, cartons or large sturdy trash bags and secured in a manner that will prevent them from being scattered or blown.
- D. Trash containers or bags shall not be permitted outside the unit until after 6:00 P.M. of the evening prior to collection and on the day the trash is collected. The container must be returned to the interior of the unit before midnight on pick-up day.
- E. Residents may call the trash hauler or employ a service company or contractor of their choice to haul away large items of trash at the resident's expense. Large items must not be placed on the curb for pick-up until the scheduled pick-up date.

XI. SNOW REMOVAL

- A. During the winter months residents should note that snow removal service people employed by the Association are contracted to reasonably plow driveways based on new snow accumulation of at least two (2) inches. Light or blowing snowfall or freezing/thawing cycles can create unexpected icy or hazardous conditions. Residents should use an ice melt product on areas near their individual condominium unit; calcium chloride is required.

- B. If your car is parked on the driveway during snowfall, you must move the car before the snowplow contractor arrives; otherwise, your driveway will not be plowed inasmuch as the contractor does not want the liability of damaging your vehicle accidentally.

XII. HOLIDAY DECORATIONS

- A. Discarded Christmas trees must be placed at the curb for removal by the trash hauler within two days of collection.
- B. Exterior holiday decorations are permitted two weeks prior to the season and must be removed within two weeks following.
- C. Firecrackers or any incendiary of any sort are prohibited.
- D. A wreath, floral bouquet, etc. should be removed when it becomes faded or tattered, or is no longer appropriate to the season.

XIII. MAILBOX KEY AND LOCK

Cluster boxes are required and provided by the Stow Post Office. They are located behind street curbs at points proximate to their respective addresses.

- A. The individual mailbox key and lock are the responsibility of the Owner and/or resident.
- B. Contact the Stow Post Office for repairs and/or replacements.

XIV. CABLE & SATELLITE DISH ANTENNAS

CABLE SERVICE

- A. Cable is available to Rockport Colony residents; see Service Provider List, page 31.
- B. Cable service is a private agreement between the Owner and/or resident and the cable company at the resident's expense.
- C. Arrangements for the installation and/or disconnection of service is an Owner and/or resident responsibility.
- D. When cable service is connected, Owners must follow up with the cable company to make sure the following is completed:
 - 1) Wiring for cable television is not placed on the exterior of the building.
 - 2) Wiring is properly buried in the ground and will not be an obstruction for the landscape service contractor.
 - 3) Any excavation to bury wires must be covered with topsoil and re-seeded by the cable company or landscape contractor, at Owner's expense.
 - 4) Winter installations, when the ground is frozen, must be completed in early Spring, before the grass cutting begins.

E. When cable 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 hookups.

F. Individual television antennas are prohibited on any roof of the condominium property.

SATELLITE DISHES

Rules concerning the installation of Digital Satellite System (DSS) dishes are as follows:

A. ACCEPTABLE SATELLITE DISHES AND ANTENNA

- 1) One DBS and one MDS one meter in diameter or less and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dishes") per unit are permitted. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

B. LOCATION OF INSTALLATION

- 1) All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, then the dish must be installed entirely within the Owner's limited common area such as the rear deck or patio area. All installations shall be in the rear of the unit unless an acceptable quality signal is unavailable. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit are strictly prohibited for safety reasons, which excludes installation on any sidewalk area. Installations upon or attached to any heating, cooling or ventilating equipment, concrete pad or any other utility system are also prohibited for safety reasons. Dishes must not attach to or encroach upon the common areas, which preclude any installation on any exterior door or window surface or another Owner's limited common areas or unit.

C. INSTALLATION OF SATELLITE DISHES

- 1) All dishes must be installed in compliance with local building and safety codes in accordance with the manufacturer's instructions and shall not damage or impair the common or limited common areas.
- 2) Dishes must be shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, i.e., imitation rocks, patio furniture and shrubbery may be acceptable shields as determined by the Association.
- 3) All installations shall take aesthetic considerations into account. Dishes and all associated equipment and wiring shall be painted to match the color and structure they are adjacent to.
- 4) The installation shall not impair the integrity of the building. There shall be no penetrations of the common areas or limited common areas unless it is necessary to receive acceptable quality signals. The following shall be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: Devices that permit transmission of telecommunication signals through (1) glass; (2) under windows or doors such as ribbon wiring; (3) through

existing wiring. If penetration of exterior surfaces is necessary then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.

- 5) All contracted installers must maintain general liability insurance including completed operations of at least \$1,000,000.00 and Workers' Compensation Coverage.

D. MAINTENANCE

- 1) Dish Owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated or appurtenant to the dishes, for the repair of all damage to any property (including but not limited to, all common areas and limited common areas) caused by the installation, maintenance or removal of dishes and to pay any medical expenses or other damages or losses for any persons injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.
- 2) Owners have 72 hours to remove or repair a dish if it becomes detached. The Association may remove the dish at the Owner's expense after 72 hours or at any time if the detachment threatens safety of persons or property.
- 3) Upon sale or other transfer of the unit, dishes must be removed and the area restored to its original condition.

E. MASTS

- 1) Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Masts extending above the lowest roof line, i.e., gutter line, and thus beyond the height of the Owner's unit or limited common area must be pre-approved and must be installed by a licensed and insured contractor. Masts or any part thereof, must not be attached to, be in contact with, or extend into the common areas without prior Board Approval.

F. NOTIFICATION AND WAIVER

- 1) A notification and waiver along with a drawing of the proposed dish installation location; height and screening materials must be submitted to the Board prior to any installation.

XV. UTILITIES

- A. Each Rockport Colony condominium resident is responsible for payment of his/her individually metered utilities. Utility service providers (who may change in the future as deregulation proceeds) are in shown in the Service Providers List, page 31.

CAUTION: The Condominium Property is laced with underground utilities of various types: Electrical, communication, (cable, telephone), natural gas, water, PVC storm pipes, etc. Some of these lines are at very shallow depths (6-8"). Prior to any significant digging on the property (e.g.; fence posts, plantings, added phone lines), a resident or contractor should ascertain the possible presence of underground utilities and contact the OHIO Utilities Protection Service (OUPS) or the electric power company (see Service Provider List, page 31) to verify need for line identification.

XVI. STREET LAMPS

- A. Street lamps located on the Condominium Property are maintained by First Energy (Ohio Edison). Should you observe a burned out bulb, please call the power company.

XVII. PORCH/ENTRANCE LAMPS

- A. The exterior light fixtures on the front of each condominium unit are controlled by the resident. The on/off switch is located inside the condominium unit. Burned out bulb replacement is the responsibility of each resident; a white 60-watt bulb must be used.
- B. The Association encourages residents to keep the front door light ON during darkness hours for area security purposes, especially in areas where street lighting does not provide complete illumination.

XVIII. SPAS/HOT TUBS

- A. Owners must place portable hot tubs or spas on the unit's concrete or decked patio or on the ground floor below the deck of three-story walk-out units following application to the Board and upon receiving PRIOR WRITTEN approval of the Board. (See Sec. XXII)
- B. The hot tub or spa must be portable/removable, i.e., not attached in any way to a fence or building structure.
- C. If heated by an electric power source, any power cable connection to an interior building source that passes through a building wall must be installed by a certified electrical contractor and subject to the obtaining of an electric building permit and approval from the City of Stow. Hot tubs usually require a 220-volt power source; hence a potential safety concern for the Association. Building wall integrity (water penetration) is also a concern.
- D. The water supply must be obtained from a disconnectable line from outside building water faucet of the Owner's unit.

- E. The hot tub or spa must be gradually emptied or drained only into an area storm inlet or adjacent swale or ditch via drain hoses: it may not be emptied into the general lawn or landscaped areas.
- F. Any and all damage caused by the use, maintenance and/or storage of a hot tub or spa will be the sole responsibility of the Owner. Any repair that shall be required as a result of such damage shall be made by the Association and the cost of such repair shall be billed directly to the Owner.
- G. The Owner shall supply the Board with proof of liability insurance in an amount of no less than \$300,000.00 per occurrence prior to placement of the hot tub or spa.
- H. Failure to comply with all of the above rules shall constitute a forfeiture of the Owner or Resident's permission to have a hot tub or spa and such item must be removed from the premises within five days of written notice of non-compliance.

XIX. LANDSCAPING

The character and quality of landscaping in a condominium development are very subjective issues to the residents, since each person has his/her own perspective. These regulations attempt to achieve a balance between the personal preferences of residents and the need to maintain a consistency of design and harmony throughout the development. Additionally, there is a need to limit inappropriate or harmful types of plant life (e.g., ground cover which is attractive but also very invasive).

There are three landscaped areas directly involving Rockport Colony Owners:

- The front shrub/flower planting bed of a unit. This is common area.
- The area at the side of the building end units. This is common area also.
- The limited common area at the rear of a unit.

Landscape regulations may apply differently to each one of these areas.

A. Front Shrub Beds

- 1) In order to maintain continuity and harmony throughout the property with the original landscaping plan, there shall be no changes in the front of the unit by the Owner, which would utilize railroad ties, landscaping timbers, bricks, rocks and other such items used as shrub bed edging material or enclosures. The Association landscaper edges these beds periodically.
- 2) Owners may install perennial plantings in existing shrub bed areas in front of the unit WITH PRIOR WRITTEN Board approval; no approval is required for annual plantings.
- 3) Such plantings must be compatible and consistent in height, variety and size with existing plantings. They should not exceed the height of the front windowsills or porch railing. Examples of prohibited flowers: sunflowers, hollyhocks.

- 4) 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 areas or any utility service line. Examples of unacceptable planting: vines, pachysandra, myrtle.
- 5) Perennial flowers may be planted as long as they conform to the above regulations and are located so they do not interfere visually or encroach upon the shrubs planted by the Association.
- 6) Plantings installed by a resident must not, in any way, be an obstruction for the landscape service contractor with respect to such activities as trimming, weeding, mulching, etc.
- 7) Residents will be required to remove unacceptable plantings.
- 8) Residents may not remove trees, shrubs or perennials planted by the Association without prior approval from the Board.
- 9) Trees, shrubs or perennials planted by a resident must be maintained by the resident in a manner that does not detract from the landscape appearance of Rockport Colony.
- 10) Artificial flowers or plantings are prohibited.

B. Common Areas: Building End Units

To establish a planting bed(s) in the lawn area alongside the end wall of an end unit, PRIOR WRITTEN approval must be obtained from the Board. Some of the provisions contained in the previous Section A. generally apply to this area, such as (3), (4), (5) (6) (7) and (9).

- 1) Owners wishing to establish a planting bed for flowers, shrubs or trees must submit a landscape plan to the Board for review and approval. The plan should show the outlines of the planting to scale, with dimensions and type, size and location of any trees and shrubs.
- 2) Trees planted anywhere on condominium property must adhere to the regulations on trees contained in Item D of this section.
- 3) If an end unit is in a walkout building, a plan must show provisions for slope protection along the wall (e.g., boulders, landscape timbers or other methods of terracing) to prevent erosion or washout.
- 4) An end unit planting bed must be continuous along the wall, that is, must not be a series of isolated beds. This provision is to simplify the work of lawn mowing and maintenance.

C. Limited Common Areas

Applicable regulations contained in previous sub-sections (A) and (B) apply to landscaping in limited common areas at the rear of the units.

- 1) Installation of landscaping requires PRIOR WRITTEN approval from the Board. The Owner must submit a landscaping plan showing the outlines of planting beds, tree locations, and types of any trees and shrubs. Association oversight of this area is necessary to prevent appearance of vegetation crowding, invasive plants, intrusion of mature plantings against buildings or into common areas, etc.

- 2) Residents of buildings along Sowul Blvd and buildings on other streets in Rockport Colony whose rear yards are bounded by earth berms may plant and maintain low height annual flowers in the non-grass areas on the berm slope facing the building. Planted areas must be restored at the end of the growing season.
- 3) A number of buildings in Rockport Colony have rear yards bordering an existing creek or drainage ditch. These streamways are in common area of the Property. Any plantings by residents in the common area bordering these streams must receive PRIOR WRITTEN approval of the Board. No landscaping or structures of any kind are permitted in the channels of these streams.

D. Trees

- 1) Installation of any type of tree, is prohibited without PRIOR WRITTEN Board approval.
- 2) Type of tree must be a variety that will not encroach upon or cause damage to the unit, common area or utility service lines. As a result, the following trees are prohibited:

Undesirable Trees	Reason Code
American Elm	1
Black Locust	3
Box Elder Maple	2
Catalpa	2,4
Common Alder	2
Common Poplar	2
Cotton Wood	4
Devils Walking Stick	3
European Alder	2
Lombardi Poplar	1,2
Mulberry	2,4
Osage Orange	4
Russian Olive	2
Silver Maple	2
Tree of Heaven	2
Weeping Willow	2

Descriptions of Codes
1 Susceptible to disease
2 Fast Growing weak-wooded and susceptible to breakage in storms
3 Enormous thorns-interfere with maintenance
4 Messy seeds, pods or fruit-interfere with Maintenance

- 3) A tree bed must be created and maintained by the resident around the base of the tree in order to prevent damage from landscaping equipment. The tree bed must be covered with double-shredded hardwood bark mulch to match what is used by landscape contractors. Wood chips, cypress mulch, gravel type stones or any other decorative shrub bed coverings are prohibited.

- 4) When planting a tree the Owner must be responsible for damage that might occur to underground utility service connections or lines during the time it is being planted, as well as for any future damage that may be caused as a result of growth of the tree. Owners must call Utilities Protection Service 48 hours before digging.
- 5) Trees planted by an Owner must be planted in such a manner so as not to create obstructions for the landscape service contractor. Trees planted in the common area become the property of the Association. The *Donate-a-Tree Program* is available. Call the Management Company for details.
- 6) Any and all landscape plantings installed by an Owner must be maintained by the Owner and/or any subsequent purchaser of the unit.

E. Vegetable Gardens

- 1) Vegetable Gardens are prohibited.
- 2) Two or three vegetable plants are permitted among the rear flowerbeds only, providing the plants are not conspicuous and do not create an obstruction for the landscape service contractor.

F. Landscape Ornaments

- 1) A limit of two (2) decorative landscape ornaments (statuary, birdbaths, etc.) are allowed in the front common area shrub bed or at the side of an end unit. Ornaments must be constructed of natural materials such as wood, stone, light-colored cement, imitation stone, etc., or of painted earthtone colors. Plastic objects are prohibited.
- 2) Ornaments in these two areas must not exceed 30 inches in height.
- 3) Ornaments must not interfere with the maintenance of planting beds by the landscape contractors.
- 4) Decorative ornaments on common area lawn or planting areas are prohibited.
- 5) Decorative ornaments are permitted in limited common areas provided they do not become a visual nuisance to neighboring residents.

G. Mulch

- 1) The only acceptable mulch in any planting beds on condominium property is dark-colored double-shredded hardwood bark mulch. There are horticultural reasons for this, as determined by professional landscapers. This is the type of mulch used throughout Rockport Colony.
- 2) Mulch not conforming to the approved mulch must be removed by the Owner and replaced with the approved type.

H. Watering

- 1) During the landscape season residents must water the lawn and the shrubbery adjacent and proximate to the unit. Landscape watering must be done often enough, particularly during the hot dry summer months to prevent browning, disease and dying of the grass.

NOTE: Owner/resident cooperation requirement is designed to save Association money by preventing expensive landscape repairs and replacements.

I. Pruning and Trimming

Residents are prohibited from trimming, shearing or pruning shrubs or ornamental trees in the front area planting beds. There are seasonal criteria for pruning schedules, which are the responsibility of the Association landscape contractor.

XX. BIRD FEEDERS

- A. A hummingbird liquid feeder or seed-dispensing bird feeder is permitted so long as it is placed at the rear of the condominium unit and is not an obstruction for the landscape service contractor, or placed in a lawn area.
- B. Ground feeding of wild life such as birds, Canada Geese, ducks, squirrels, etc. is strictly prohibited. Foodstuff placed on the ground around a condominium unit attracts rodents and creates an unsightly appearance.
- C. Canada Geese are known to inhabit areas where open water and green grass can be found. At Rockport Colony we have our share of Canada Geese. Feeding the geese is prohibited including at Darrow Lake! Please remember as flocks of geese develop, grass disappears and their waste becomes a problem.

XXI. DARROW LAKE

- A. Darrow Lake is a private lake owned by a consortium of three neighboring condominium associations or developers. Our Association is one of the members. The Ownership, relationships, maintenance responsibilities and use of the lake are governed by a contract document. The three developments have created a Lake Owners Association; each development has three representatives on the nine-member board.
- B. The rules and regulations governing the use of the lake area are contained in a document available at the Management Company. Sample regulations include prohibitions against swimming (limited use by Bayside Lake), motorized vessels, ice fishing, etc. Residents can be provided a list of provisions affecting their use of the Lake by contacting The Management Company.
- C. The lake area is not a supervised or patrolled location. Residents visiting the lake area are responsible for their own safety and security.

XXII. ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve the integrity, and establish common guidelines and standards for improvement projects within Rockport Colony, the following rules have been enacted and apply to ALL requests for exterior modification.

- A. All exterior modifications must obtain PRIOR WRITTEN Board approval. Standard Association approval forms are contained at the end of this text in Section XXXI. Written requests with supporting detail and diagrams for any type of modification, installation or additions to the limited common area of each unit must first be submitted to the Management Company, which will send it to the Board for review. Written approval must be obtained from the board PRIOR to the initiation of any project. In addition to removal of the unapproved item, failure to receive PRIOR Board approval may also result in a rule violation assessment to the Owner whether or not the request receives Board approval. Standard approval request forms can be obtained from the Management Company. Approvals may be valid for a maximum period of one year from Board approval.
- B. It is the responsibility of the seller to disclose to a new Owner any and all architectural changes or improvements which are the responsibility of the Owner to repair or maintain. If necessary, please contact the Management Company to review the architectural correspondence file.
- C. Following written approval from the Board, it will be the Owner's responsibility to secure necessary building permits and to obtain approval from the City of Stow and to insure conformity to any applicable jurisdictional codes. A copy of all building permits must be submitted to the Board PRIOR to the initiation of construction.
- D. Once material for the exterior modification is placed on the condominium property, the work must begin and continue through completion within a time frame established by the Board and in a manner that will not detract from the property appearance or inconvenience neighbors and/or Association service contractors.
- E. In the event damage occurs as a result of any modification, addition or change to the exterior of the building, or to any common area of the condominium property, repairs must be made immediately at the Owner's expense and to the satisfaction of the Board.
- F. If the landscape service contractor deems it necessary to charge more as a result of the modification made by an Owner this charge will be assessed back to the Owner. Example: interference with mowing operation.

XXIII. ARCHITECTURAL APPROVAL PROCEDURE

- A. Review of architectural change requests submitted by an Owner will be handled in accordance with the following schedule:
- 1) The Management Company will copy and distribute all written requests from the Owner to the Board of Managers within ten working days of receipt.
 - 2) The Board of Managers will notify the Management Company of its decision and the Management Company will notify the Owner, in writing, of approval or denial within forty-five (45) days after receiving the written request.
 - 3) If an applicant does not receive written notice from the Management Company approving or denying the architectural change request within forty-five (45) days of the original request, a second notice in writing must be submitted directly to the

Board of Managers. Failure on the part of the Board of Managers to respond within ten (10) days to the second request will be considered to be a denial.

B. In addition to the general guidelines of Paragraphs A-F in Section XXII, the following guidelines provide standards for specific improvement projects and/or exterior modifications. Unless otherwise noted, however, PRIOR WRITTEN Board approval must still be requested and obtained for each item. This requirement will be emphasized repeatedly.

1) Storm Doors

- a. Installation of a storm door is prohibited without PRIOR WRITTEN Board approval.
- b. Storm doors must be an approved door that will not detract from the overall architectural style of Rockport Colony. Storm doors are limited to the following:
 1. Full View Door
 2. Door frames must be white
 3. Glass must be clear
- c. The Owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.

2) Windows

Windows, as specified in Article XX-B.2 of the Declaration, are the responsibility of the Owner.

- a. Installation of replacement windows is prohibited without PRIOR WRITTEN Board approval.
- b. An upgrade in the quality of windows will be approved provided replacement windows are identical in appearance to the existing windows.

3) Fireplace

- a. Installation of a fireplace is prohibited without PRIOR WRITTEN Board approval.
- b. A detailed diagram including contractor specifications must be submitted to the Management Company.
- c. The Owner must obtain necessary permits and insure conformity to jurisdictional codes.

4) Fences

Privacy Fence

Definition: One section of fence constructed to divide the rear limited common area between two condominium units.

- a. The installation of a fence of any kind is prohibited without PRIOR WRITTEN Board approval. The written approval form from the Board

(i.e., parallel to the building face), not to exceed 50% of patio hard surface, in the rear limited common areas backing Sowul Boulevard, Norton Road and Nantucket.

- b. The back fence must match the style, material and color of a side privacy fence.
- c. A minimum opening of four feet (4'-0) is required in any fencing along the rear edge of a patio or ground level deck. Gates of any sort are prohibited.
- d. Fencing must not prevent utility meters or boxes from being accessible.
- e. Any enclosures around outside air conditioning units must maintain a clearance of 18 inches to the A.C. unit, and a maximum height of 30 inches and must allow accessibility from one side.

6) Wood Decks

- a. Installation of decks is prohibited without PRIOR WRITTEN Board approval. The written approval from the Board of Managers must be submitted along with your application to the City of Stow for a building permit. Construction may not begin without the building permit approval.
- b. Decks must be unpainted and constructed of wolmanized wood. A clear preservative wood finish must be applied at least every three years for maintenance and protection. Deck maintenance is an Owner's responsibility.
- c. Decks, including access steps, may not extend beyond the projection of sidewalls of the condominium unit.
- d. Deck construction measurements will depend upon unit style and the surrounding limited common area terrain.
- e. Drawings of the deck must show length, width, height, support structures and ground preparation. Support structures must be anchored in concrete extending three foot, six inches (3'-6") below ground grade.
- f. The deck must be enclosed by hand railings if the deck level is higher than one foot above ground grade at the lowest point.
- g. Relationship of the deck to the air conditioner and other utility fixtures must be clearly shown. Utility meters must be fully accessible.
- h. The deck must be fully insured under the Owner's home Owners insurance.
- i. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of the construction.
- j. The deck must not be attached to the building in any manner.

7) Concrete Patios

- a. Installation of a patio is prohibited without PRIOR WRITTEN Board approval.
- b. Concrete patios must be poured and remain a natural color.
- c. Patios may also be constructed of bricks or stones.

ROCKPORT COLONY CONDOS

RULES – FENCE & DECK STAINING (Revised 2012)

Current Rulebook (Last updated 2002) pages 21 & 22 were updated by the Board in 2012. The new updated Rules (updated in 2012) with updated colors, now read:

FENCES

Fence must be constructed of wolmanized wood, composite wood or vinyl.

Fences made of wood must use a semi-transparent stain and must be applied every three (3-years) years for maintenance and wood protection. (Solid stain is not permitted)

The approved colors for the semi-transparent stain are:

- 1) Earthtones – Browns, reddish browns and Cedar-tones

Fence maintenance, repair or replacement is the Unit Owners responsibility.

DECKS

Decks / Balconies must be constructed of wolmanized wood or composite wood.

Decks / Balconies made of wood must use a semi-transparent stain and must be applied every three (3-years) years for maintenance and wood protection. (Solid stain is not permitted)

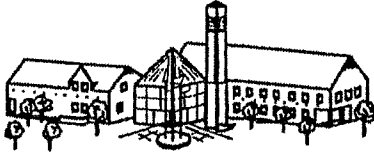
The approved colors for the semi-transparent stain are:

- 2) Earthtones – Browns, reddish browns and Cedar-tones

Decks / Balconies maintenance, repair or replacement is the Unit Owners responsibility.

The Board will take requests to upgrade from wood to a composite wood deck on a case-by-case basis. Please submit the request, in writing, to the Manager and be sure to include the materials to be used and the color. Please include a weblink or a photo of the exact color.

The approved colors will be similar to the wood stain above.



Stow City Hall

City of Stow

3760 Darrow Road • Stow, Ohio 44224
www.stow.oh.us

Phone (330) 689-2700
Email: stowcity@stow.oh.us

Lee A. Schaffer, Mayor

FENCES

I. WHAT CODES/REGULATIONS ARE APPLICABLE?

All fences, regardless of size, will require a Zoning permit. *Permit fee: \$35.00 (As of 1-02)*

II. HOW DO I OBTAIN A PERMIT?

Complete an application for a permit in the Zoning office. You will need the following information when applying for a permit.

A. PLOT PLAN

1. Property lines (and property dimensions) identified, and
2. Location of proposed fencing.

B. MISCELLANEOUS INFORMATION

1. In required rear and side yards, fences shall not exceed 6 feet in height.
2. In front yards, fences may be constructed to a maximum height of 4 feet, except that no vision impairing fence, hedge, or wall greater than 18 inches in height shall be located within 20 feet of a street right of way.
3. Fences proposed for construction in the front yard shall be designed and be of such materials that will reflect and be compatible with the architectural design and type of the dwelling. Wire, wire mesh, and chain link fences shall not be constructed in the front yard.
4. Picket fencing in the front yard should have at least 3" between pickets.

5. Fencing placed on corner lots must adhere to front yard criteria on both corners.
6. The fence should be structurally adequate and constructed on your property (up to, but not on, the property line).
7. All fences shall be constructed with the fence posts facing the fence installer's home, except in the following situations:
 - a. If an existing fence on adjacent property is in place with the posts facing outward, the fence installer has the option of constructing the fence with the posts facing outward toward the adjacent fence.
 - b. Existing fences that occupy only a portion of a property line must be completed in the same manner as the existing fence along the entire length of the property line that the fence is permitted.

III. WHAT HAPPENS AFTER I APPLY FOR MY PERMIT?

The Zoning Department will review the application. To ensure the fence is properly placed on your property, you must identify property pins and mark where the fence will be placed. When this has been done, call the Zoning Department at (330) 689-2702 for an inspection prior to issuance of the Zoning permit.

IV. WHAT IS REQUIRED AFTER THE PERMIT IS ISSUED?

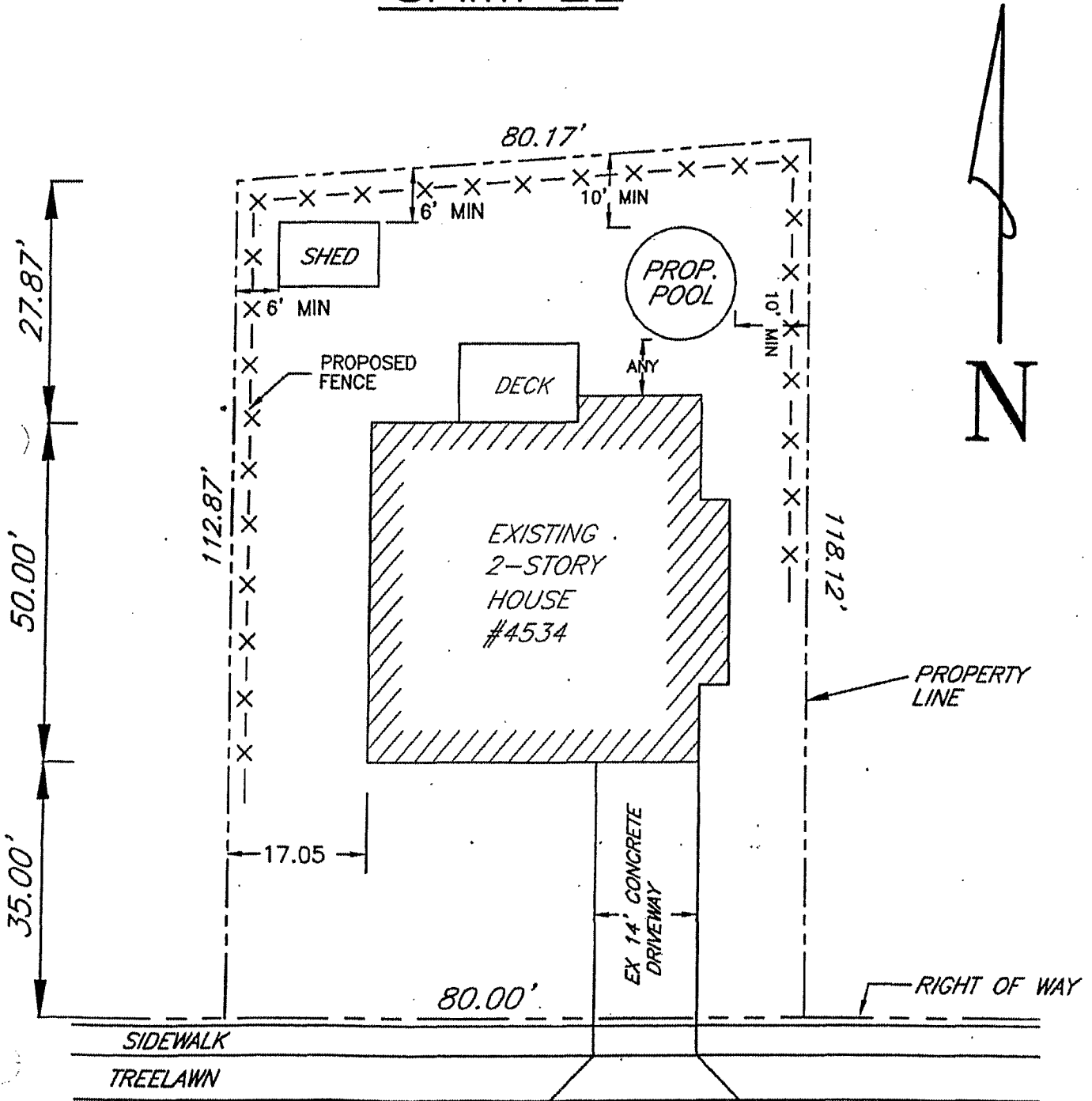
All work must be performed in accordance with the site plan submitted. After the fence has been installed, call the Zoning Department for a final inspection. This permit will expire if work is not started, is postponed, abandoned, or an inspection is not requested within 12 months of the issue date.

NOTE: PROPERTY OWNER IS RESPONSIBLE FOR PLACING FENCE WITHIN THE BOUNDARIES OF HIS OR HER PROPERTY.

CITY OF SLOW SITE PLAN INFORMATION

WHEN PREPARING A SITE PLAN FOR AN ACCESSORY BUILDING, POOL, DECK, FENCE, OR ADDITION, PLEASE SHOW ALL DIMENSIONS OF PROPOSED AND EXISTING STRUCTURES AS WELL AS DISTANCES FROM REAR YARD, SIDE YARDS, FRONT YARD, HOUSE, ETC.

SAMPLE



FRANKLIN AVE. (40')

**APPLICATION FOR
ZONING CERTIFICATE
FOR FENCE**

CONTRACTOR IDENTIFICATION

**CITY OF STOW, OHIO
BUILDING DEPARTMENT
3760 DARROW ROAD
(330) 689-2700**

BOARD OF APPEALS CASE NO. _____ **ZONING CERTIFICATE NO.** _____

ESTIMATED PROJECT VALUE: _____

PROJECT ADDRESS: _____

SUB DIVISION: _____ **LOT #** _____ **PARCEL #** _____

OWNER: _____ **PHONE #** _____

ADDRESS: _____

OCCUPANT: _____ **PHONE #** _____

ADDRESS: _____

CONTRACTOR: _____ **PHONE #** _____

ADDRESS: _____

DESCRIBE THE FENCE WORK TO BE DONE: _____

The structure, described in this application for a Zoning Certificate to erect and/or alter a structure or premises as described herein or shown in accompanying plans and specifications, is to be erected as shown on the accompanying plot plan. The information which follows and the accompanying plans and specifications with the representation therein contained are made a part of this application.

It is understood and agreed by this application that any error, misstatement or misrepresentation of material fact, or expression of material fact, either with or without intention on the part of this applicant, such as might, or would, operate to cause a refusal of this application, or any material alteration or change in the accompanying plans, specifications or structure made after filing this application and/or subsequent to the issuance of a Zoning Certificate in accordance with this application, without the approval of the Zoning Inspector, shall constitute sufficient ground for the revocation of such permit.

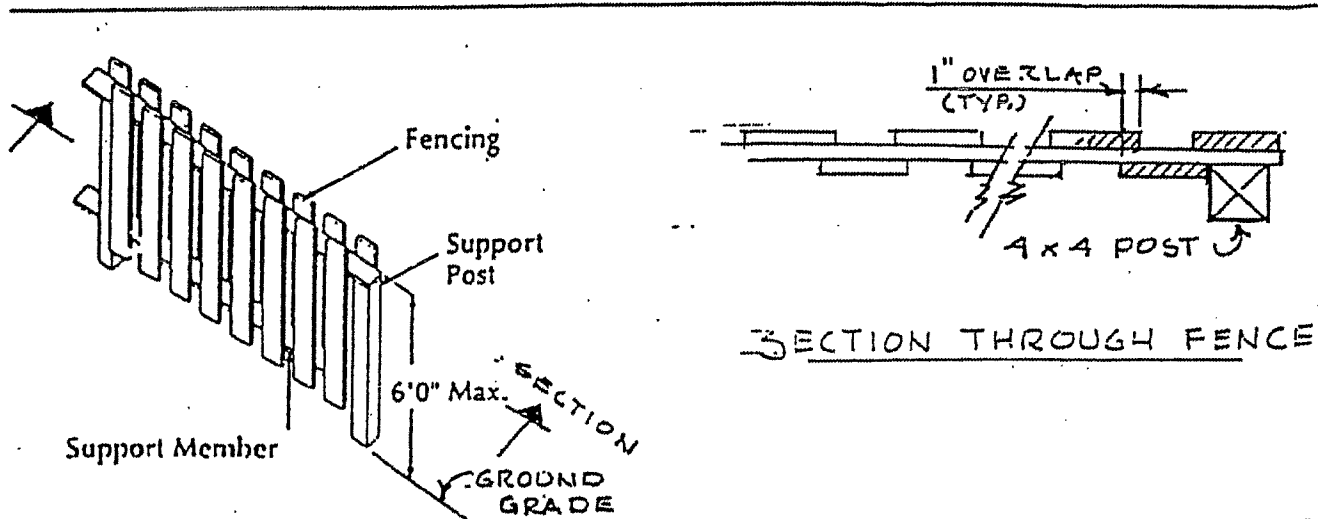
The acceptance of this application constitutes an agreement to abide by all the conditions herein contained and to comply with all Ordinances of Stow and Laws of the State of Ohio relating to the structure herein described and/or the work to be done hereunder.

I hereby declare, under the penalties provided for in the Building Code and Zoning Ordinance of Stow for violation thereof, that the statement made in connection with this project in this application for a Zoning Certificate are to the best of my knowledge and belief, true.

SIGNED: _____ **DATE:** _____
(APPLICANT)

PRINT NAME: _____

- must be submitted along with your application to the City of Stow for a building permit. (See following advice letter, City of Stow).
- b. Style: Board-on-Board. For clarification refer to the diagram below:



- c. Request submitted to the Management Company must show a sketch detailing location, length and height.
- d. Fence cannot be attached to the building in any manner. They must be built six inches away from the face of the building.
- e. Fence must be constructed of wolmanized wood.
- f. Fence constructed by an Owner must be maintained and insured by the Owner and/or any subsequent purchaser of the unit.
- g. The height of a fence must be six (6) feet; the posts must be set on the inside of the fencing.
- h. Fence must remain unpainted. A clear preservative wood finish must be applied at least every three years for maintenance and wood protection.
- i. Owner must maintain the appearance and integrity of a unit's fence(s) and correct any deficiencies such as: fence posts or supports that are out of plumb or falling, sagging or warped fence boards, broken or damaged fence members, discoloration of the wood, etc.
- j. Privacy landscaping is an alternative to a fence and requires PRIOR WRITTEN Board approval. Example: A row of arborvitae trees; a row of hedge type plantings. An encompassing view of the common areas may be more appealing if privacy landscaping is used versus wood fence structures. Dead or damaged shrubbery must immediately be replaced in kind by Owner.

5) Fence Enclosures

Definition: Fence enclosing a portion of the limited common area at the rear of the condominium unit.

- a. A six foot high, eight foot in length, board-on-board fence panel, similar to a unit privacy fence is permitted along the back edge of a patio or deck

- d. The patio must not extend beyond the projection of the sidewalls of the existing condominium unit and must not extend beyond the limited common area across the rear of the of the condominium unit (fourteen feet).
- e. Drawings of the patio must show length, width and slope. Slope must be sufficient to drain water away from the building (min. ¼" /foot for concrete).
- f. The design requirements for a concrete patio are:
 - Four (4) inch minimum concrete (air-entrained) thickness
 - Four (4) inch compacted aggregate base
 - Compacted grade
 - Curing compound after pour
 - Half-inch pre-molded bituminous joint placed against the foundation wall prior to the pour
- g. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
- h. The patio must be included under the Owner's private homeowners' insurance.
- i. The surrounding landscape/lawn area, including shrubs, must be immediately restored to the original condition upon completion of construction.
- j. Maintenance and upkeep of the patio is the Owner's responsibility.

8) Exterior Lighting

Installation of additional exterior lighting in the front, rear or side of a unit is prohibited without PRIOR WRITTEN Board approval.

- a. Exterior lighting must not be an obstruction for the landscape contractor; wiring must be underground.
- b. Exterior lighting must be maintained by the Owner.
- c. Landscape lighting systems in the front planting bed of a unit are prohibited. A single decorative spotlight in the planting bed for landscape illumination is permitted.
- d. Replacement of exterior light fixtures at the rear of the condominium unit must be approved by the Board upon PRIOR WRITTEN notice.
- e. Security lighting in the rear of a unit is permitted. It must be of the fixed proximity type and not illuminated continuously. A security light fixture that replaces the original unit fixture becomes the Owner's responsibility for maintenance. The replaced fixture must be returned to the Management Company.

9) Door Security Viewing/Brass Kick Plates

- a. Plain brass "peepholes" may be installed on condominium unit front doors at the height of five (5) feet above the bottom of the door.
- b. Brass kick plates 8" in height may be installed on condominium unit front doors.
- c. Front door latches must be of a similar design as existing in order to maintain exterior uniformity.

d. Maintenance and cleaning of the front door is an Owner's responsibility.

11) Decorative Additions

- a. A door decoration is permitted, provided it may be mounted without penetration of the door.
- b. To avoid damage to the exterior finish of the units, all other items requiring permanent attachment to the building are strictly prohibited.
- c. One flag may be displayed at the front of a unit at any one time. The Board reserves the right to require removal of any flag deemed to be inappropriate or offensive to other Owners. One flag holder may be attached to wood trim only.

13) Propane Gas Barbecue Grills

Installation of a natural gas barbecue grill is prohibited without PRIOR WRITTEN Board approval.

Requirements:

- a. The barbecue grill must be installed behind the condominium unit.
- b. The grill must be a free standing or portable grill. An Owner may not construct any type of barbecue pit enclosure.
- c. The barbecue grill may not be placed in the lawn area. It must be placed within three (3) feet of the concrete patio slab or deck, within the limited common area. The grill must be a minimum of three (3) feet from the building.
- d. The installation of the grill must not present any obstructions for the landscape contractor. Any damage to the surrounding landscape/lawn area must be immediately remedied.
- e. The grill must be maintained in good working order as well as appearance by the Owner.
- f. PORTABLE GAS GRILL PROPANE TANKS MUST BE STORED ON PATIOS OR DECKS, NOT INSIDE THE UNIT OR GARAGE.
- g. In addition to maintenance, all appropriate safety measures must be observed. Any applicable regulations of the City of Stow must be followed.

14. Patio Awnings: Fixed Installations

- a. Installation of awnings without PRIOR WRITTEN Board Approval is prohibited. The vendor of choice for roof installation with approved specifications is:

Like-New Awning Refinishing & Sales Co.
7308 Claasen Avenue
Cleveland, OH 44105-5027

- b. For specifications on the type, size and installation, please contact the Management Company to view a portfolio.

- c. Color of awning must blend with individual unit shutters (choice of color is available in the portfolio).
- d. All awnings must be attached to the roof of the unit. At the time of installation the Owner assumes the responsibility for any and all damages or leaks that may occur to the roof as a result of the awning installation.
- e. As this is an architectural change to the exterior and although this is an approved vendor by the Board, all selections must receive PRIOR WRITTEN approval of the Board.

XXIV. INSURANCE

- A. As a condominium property, a master policy for insurance coverage is purchased by the Association in accordance with the Declaration. Each Owner/resident must obtain insurance at his/her own expense affording coverage upon personal property, and for his/her personal liability. We recommend having your personal insurance agent review the Declaration and By-Laws. If your insurance agent has questions about the Association's master policy, contact the Management Company. You may also want to obtain a quote for your personal insurance needs from the Association's agent. For the name of the Association's agent, telephone the Management Company.
- B. Loss claims against the master policy must be filed by the Management Company.
- C. Deductible for interior damage claims is borne by the Owner.

XXV. SALE OF CONDOMINIUM UNITS

- A. All Owners must notify the Management Company, in writing, of any changes in occupancy within thirty (30) days of such change.
- B. One professionally printed "FOR SALE" sign may be placed inside the window of a condominium unit. Homemade signs are prohibited. Exterior "FOR SALE" signs either in the unit area or elsewhere on condominium property are prohibited.
- C. One "OPEN HOUSE FOR SALE" sign is permitted from noon to 6:00P.M. on Saturdays and Sundays only. Signs placed before or after this period are subject to removal by the Association. Owners must instruct realtors to adhere to this policy.
- D. Sale of your condominium unit:
 - 1) After your unit is sold, you or your Realtor must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
 - 2) The Management Company will coordinate this 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.
 - 3) The seller is responsible for providing the following information to the buyer:
 - a. Copy of the Declaration and By-Laws
 - b. Copy of the Handbook of Rules and Information

- c. Written notice or documents of any and all architectural changes and improvements constructed by seller or previous sellers which are the responsibility of the Owner to repair and maintain.

XXVI. LEASING OF UNITS

- A. No unit shall be leased by an Owner to others for business, speculation, investment or any other purpose. The purpose of this restriction is to create a community of resident Owners.
- B. This restriction does not apply to: A) Units which are occupied by the parent(s) or child(ren) of the Owner or; B) any Owner leasing his unit at the time of recording of this amendment with the County Recorder, (dated January 3, 2000) and who has registered his Unit as being leased with the Association within three (3) months of the recording of this amendment. Said Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Owner.
- C. To meet a special situation and to avoid an undue hardship or practical difficulty the Board shall grant permission to an Owner to lease his/her Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty four (24) consecutive months. The one-time hardship exception of up to twenty four (24) months may in no event be extended beyond the one twenty four (24) month period.
- D. In no event shall a unit be leased by the Owner thereof for transient purposes, which is defined to mean a lease for any period less than six (6) full calendar months.
- E. All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, By-Laws and Rules. The Board is appointed as Agent with full Power of Attorney to dispossess the lessee or otherwise act for the Owner in case of default under the lease or for violation of the Declaration, By-Laws or the Rules. Any land contract for the sale of a unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Owner shall continue to be responsible for all obligations of Ownership of his Unit and shall be jointly and severally liable with the Lessee to the Association for the conduct of the Lessee and/or any damages to the property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.
- F. The 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
 - 3) Names of all occupants of unit
 - 4) Telephone number of tenant
- G. The Owner is responsible for making the tenant aware of the Rules of Rockport Colony Condominium.

- H. The Owner is responsible for tenant violations of the Declaration, By-Laws, or Rules. The Owner shall be responsible for rule violation assessments and all other damages and any recourse the Owner may wish to take against a tenant who is in violation.
- I. The lease document must contain a clause making it subject to the covenants and restrictions in the Rockport Colony Condominium Declaration, By-Laws and Rules.

XXVII. MAINTENANCE FEES, LIEN PROCEDURES, COST OF COLLECTION AND ENFORCEMENT

- A. Maintenance fees and assessments are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month.
- B. An administrative late charge of Ten Dollars (\$10.00) per month shall be incurred for any late payment and on any unpaid balance (subject to increase without notice).
- C. Any payments received 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 by the unit owner for common expenses and assessments
- D. Any cost including attorney 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 Owner. (See DECLARATION, amended, Article XVIII-C. "Cost of Collection", page 30)
- E. Any past due assessments may cause a lien and foreclosure to be filed against the Owner of the condominium unit.
- F. If any Owner fails to perform any act that he/she is requested to perform by the Declaration, the By-Laws or the Rules, 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 upon such Owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses. (See DECLARATION, amended, Article XVIII-D, "Cost of Enforcement), page 30.

XXVIII. COMPLAINT PROCEDURES

- A. Complaints against anyone violating the rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint.
- B. The Management Company will, in most instances, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation.
- C. If reasonable efforts to gain compliance are unsuccessful the Owner will be subject to a sanction in accordance with penalty provisions contained hereunder.

XXIX. ENFORCEMENT PROCEDURE AND ASSESSMENT FOR RULE VIOLATION

- A. The Owner shall be responsible for any violation of the Declaration, By-Laws or Rules by the Owner, guests, or the occupants, including tenants, of his/her Unit.
- B. A rule violation that, by the determination of the Board, affects the rights of others or their property may result in immediate legal action.
- C. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees shall be added to the account of the responsible Owner.
- D. In addition to any other action and in accordance with the procedure outlined in Section F below, a penalty 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 on any Owner found in violation of a rule.
- E. All costs for extra cleaning and/or repairs stemming from the violation of a rule will also be added to the responsible Owner's account.
- F. Prior to the imposition of a penalty assessment for a rule violation, the following procedure will be used:
 - 1) Written demand to stop this alleged violation will be served upon the alleged responsible Owner specifying:
 - a. The nature of the alleged violation
 - b. The action required to abate the alleged violation
 - c. A seven-day (7) time period during which the violation be abated without the imposition of an assessment, if the alleged violation is a continuing one, or a statement that any further alleged violation of the same rule may result in the imposition of an assessment.
 - 2) If the same rule is allegedly violated past the time period specified above, or over a period not to exceed twelve (12) months, the Board will serve the Owner written notice of a hearing to be held by the Board. The notice shall contain:
 - a. The nature of the alleged violation

- b. The time and place of the hearing, including at least a fourteen (14) day notice
 - c. A request for the responsible Owner to attend the hearing and supply a statement or evidence on his/her behalf
 - d. The intent of the Board to impose up to a fifty-dollar (\$50.00) assessment per violation occurrence.
- 3) At the hearing, the Board and the alleged responsible 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 Owner to abate action, and intent to impose an assessment shall become a part of the hearing minutes. The assessment will only be imposed by the unanimous vote of the members of the Board then present at the hearing. The Owner will then receive notice of the Board's decision and any penalty assessment imposed within ten (10) days of the hearing.

A comment on this Handbook.....

It may seem to some residents of Rockport Colony that violations and enforcement of these Association Rules are treated in an unduly forceful manner. However, the history of condominium associations clearly shows that the lack of firm and fair enforcement of reasonable rules inevitably leads to an escalation of abuses by a small minority of residents who view them as an unreasonable intrusion into their personal freedom.

Following is an extract from an Ohio court case relating to this subject (document provided by Association's law firm).

**"EACH UNIT OWNER MUST GIVE UP A CERTAIN DEGREE OF
FREEDOM"**

"It appears to us that inherent in the condominium concept is the principle that to promote the health, happiness, and peace of mind of the majority of the unit owners since they are living in such close proximity and using facilities in common, each unit owner must give up a certain degree of freedom of choice which he might otherwise enjoy in separate, privately owned property. Condominium unit owners comprise a little democratic subsociety of necessity more restrictive as it pertains to use of condominium property than might be existent outside the condominium organization. If a rule is reasonable, the board can adopt it."

Hidden Harbor Estates, Inc. v. Norman

XXI. ROCKPORT COLONY IMPORTANT PHONE NUMBERS

MANAGEMENT COMPANY: KareCondo Management
P.O. Box 1714
Stow, OH 44224

PHYSICAL ADDRESS: 1742 Georgetown Road, Suite H
Hudson, OH 44236
(Please do not send mail to this address)

TELEPHONE NUMBER: (330) 688-4900

FAX NUMBER: (330) 688-4932

EMAIL: Lcedar@karecondo.com

OFFICE HOURS: Monday thru Friday: 9:00 a.m. to 4:30 p.m.

EMERGENCY NUMBER: (330) 688-4900 (follow the prompts)

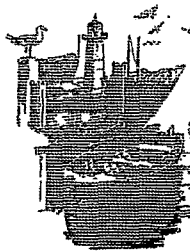
This number is for true, after-hours emergencies ONLY, however in an emergency you should immediately call 911.

Emergency shall be defined as a situation affecting the safety of a Family Unit Owner or threatening damage to Common Elements AFTER HOURS.

EMERGENCY INFORMATION All emergency services	911
Stow Police Dept. (Non-emergency)	(330) 689-5700
Stow Fire Dept. (Non-emergency)	(330) 689-5700

UTILITES & SERVICE INFORMATION

Dominion East Ohio Gas	(800) 362-7557
Ohio Edison	(800) 633-4766
Water (City of Stow)	(330) 689-2889
Sewer (Summit County D.O.E.S)	(330) 926-2400
Rubbish	Call KareCondo (330) 688-4900
Post Office	(330) 688-9288
City Hall	(330) 689-2700



THE ROCKPORT COLONY

CONDOMINIUM ASSOCIATION

c/o Aurora Management • 15 Atterbury Blvd. Ste. 8 • Hudson, Ohio 44236

330.650.5973

ARCHITECTURAL/LANDSCAPE APPROVAL FORM

In order to create exterior uniformity, preserve the integrity, and follow common guidelines and standards for improvement projects within Rockport Colony, ALL EXTERIOR MODIFICATIONS must receive WRITTEN BOARD APPROVAL prior to initiation of project. In addition, wood decks and privacy fences need City of Stow Permits. Written approval is also needed from neighbors on both sides of your unit for decks, patios and fence installation.

A written request with supporting detailed drawing for any type of modification, installation, or additions to the limited common area must be submitted on this form only to AURORA MANAGEMENT COMPANY at least 7 days prior to the Board Meeting. The Management Company will send it to the Board of Managers for review. The Board of Managers will notify the unit owner, in writing, of approval or denial within thirty (30) days after receiving the written request.

In order to make the approval process easier, we have put together this form to be filled out and sent to AURORA MANAGEMENT COMPANY. Since the Board of Managers meet on the last Thursday of every month, please try to plan your projects ahead of time. PLEASE CONSULT THE ROCKPORT COLONY HANDBOOK OF RULES & REGULATIONS PRIOR TO FILLING OUT THIS FORM. If you have any questions pertaining to the Rules & Regulations, please call Aurora Management.

I WOULD LIKE APPROVAL FOR THE FOLLOWING PROJECT(S):

- Wood Deck
- Patio
- Privacy Fence
- Natural Gas Barbeque Grills
- Exterior Lighting
- Landscaping in Limited/Common area
- Storm Door
- Trees/Shrubs
- Hot Tub
- Door and/or Window Replacements
- Other _____
- Satellite Dish Notification of Installation

NAME: _____ DATE: _____

ADDRESS: _____

DAYTIME PHONE NUMBER: _____

REQUEST: _____

ATTACH DETAILED DRAWING WITH DIMENSIONS, neighbor's permission and copy of city permit, if needed