



West Hampton Handbook of Rules and Information

Enacted: May 18, 2006
Effective: June 15, 2006

IMPORTANT NOTICE

To: All Owners
Subject: Property Casualty Insurance

Your Board of Directors learned recently that at least two townhouse owners did not realize that they needed to carry their own separate property casualty insurance policy providing for the repair and reconstruction of their units due to damage by fire or other hazards. This type of policy is often referred to as a "home owners policy." **Building coverage has never and is not now provided by the association insurance policy.** The Association provides the necessary coverages for the common areas **only**.

We have attached to this notice Article XI on pages 26 through 29 of the Amended and Restated Declaration of Easements, Covenants and Restrictions for Westhampton Courts as of January 1, 2004. Please review this information and consult your own insurance agent or insurance company to obtain appropriate coverage as soon as possible because **the risk of loss is with you until you have appropriate coverage.** It may be helpful to provide your agent or company with a copy of this notice and the attachment.

Pursuant to paragraph (A)(1)(a) of Article XI as attached, please furnish to Continental Management Company by December 31, 2008, a certificate of insurance as outlined in the aforementioned paragraph.

Thank you for your help in this matter. If you have any questions, please call Jeannette Lewis at Continental Management Company. (216) 664-1919

BOARD OF DIRECTORS
WESTHAMPTON COURTS

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Dear West Hampton Owner:

Welcome to West Hampton Courts Association. We, the Board of Directors, hope you enjoy living here. Our objective is to maintain the property value and a high level of pride in living in the West Hampton Community. In order to do this we have established this set of Rules & Information which pertains exclusively to living in and making West Hampton enjoyable for all residents. The Board of Directors is authorized to promulgate and enforce these Rules by Article II of the Bylaws of the Association.

The rules are a common sense guide to protect the health, safety, comfort and property rights of ALL who live here. We trust you will find them reasonable and that you will cooperate by upholding them. 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.

Please keep this information handy and refer to it to find the answers to many of your questions. If something arises, which is not covered, contact the Management Company, Continental Management Group, Inc., at (216)664-1919 or email the property manager Jeannette Lewis JALewis@continentalmgmt.com

It is your responsibility to be aware of these rules because you are responsible for your actions. Non-resident owners are responsible for the actions of their tenants.

It is hoped by having this booklet, your living in West Hampton will be an enjoyable experience. By becoming an informed, active and enthusiastic participant in West Hampton Courts, you will contribute to the value of your property and the quality of life West Hampton Courts offers. Keep in mind that the Board of Directors are owners, like yourselves, and are not a local police force.

Suggestions for additions or deletions to any of these rules must be submitted in writing to the Board of Directors. If a rule or regulation seems unreasonable to you, **DO NOT VIOLATE IT**, rather suggest a change so all can benefit.

Regular Board Meetings are open to all owner. Call Continental Management for times and location. Suggestions and complaints may be registered by home owners in writing or emailed to Continental. Renters must register suggestions and complaints with their unit owner who should then convey them to the Board of Directors or Management Company. If you have questions and do not find the answers in these Rules and Information booklet, call the Management Company for clarification.

Additional Rules & Regulations can also be found in the West Hampton Declarations or Bylaws as found in Cuyahoga County Records, Volume 15621 Pages etseq. and as amended. A copy of these documents may be obtained, at a cost, from either the County Recorder or our Management Company.

Thank You,

The West Hampton Board of Directors
West Hampton Courts Association

INTRODUCTION

West Hampton Courts Association is located in Rocky River, Ohio. The Association property uses the services of the City of Rocky River for Police, Fire, and trash pick up.

The Association property is comprised of townhouses and single family homes. The Association maintains a master insurance policy to cover the common ground, but Unit Owners and residents are responsible for obtaining insurance for their homes and personal effects.

As an Association, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our Owners, and the Board manages the Association affairs on behalf of our owners. The two year terms are staggered and there is no term limit. Following the election at the Annual Meeting, the Board of Directors is organized by electing from its members the following officers: President, Secretary, Vice President, Treasurer, and two at-large representatives.

The Annual Meeting of the owners for the election of Board Members is held in the month of September each year. Regularly scheduled Board meetings are held throughout the year on site at a Board member's home. The meetings are open to all the residents of the complex. All unit owners have the right to serve on the Board and affect the way your community is governed. Be active! Be involved!

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside the Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company.

Please note that all decisions regarding the rule enforcement and Unit Owner requests are made by the Board of Directors. Our Management Company acts only at the direction of the Board regarding these matters. Continental Management has been directed to enforce rules outlined in this booklet. The Association retains the services of Continental Management. Jeannette Lewis, our property manager, and Erin Curran, her assistant, can be reached at (216) 664-1919.

BYLAWS

ARTICLE VI - POWERS AND DUTIES

Section 1 - Powers (page 8) - Paragraph (e) give the Board the general authority to adopt rules that: the Board deems advisable for the maintenance, conservation and beautification of the Property, and/or for the reasonable health, comfort, safety and general welfare of the Owners and Occupants, and/or to govern the operation and use of the Property or any portion thereof, and to establish a procedure for levying and collecting reasonable enforcement assessments for any infractions of the Rules, or any covenant, condition, restriction or responsibility of the Declaration or these Bylaws. In the event such Rules conflict with any provisions of the Declaration or these Bylaws, the provisions of the Declaration and these Bylaws shall govern.

Address: Continental Management Co.

2012 West 25th Street Suite 810
Cleveland, Ohio 44113

Email: Jeannette Lewis JALewis@continentalgmt.com

INFORMATION SHEET

MANAGEMENT COMPANY:

Continental Management Company
2012 West 25th Street, Suite 810
Cleveland, Ohio 44113
(216) 664-1919

PROPERTY MANAGER:

Jeannette Lewis

BOARD OF DIRECTORS:

Call (216) 664-1919 for the names of the current Board of Directors names

BOARD MEETINGS Dates are sent to each owner with the budget in December Annual Meeting September notification 30 days in advance

CITY SERVICES:

All emergencies - 911
Police Department - 440-331-1234
Fire Department - 440-331-1212
Rocky River City Hall 440-331-0600
TTY- 440-895-2629
Poison Center - 216-231-4455
Senior Center 440-331-0600

VOTING INFORMATION:

Congressional District - 10
House District - 16
Senate District - 24
Ward - Rocky River 2D
Precinct - 2D
Voting Location - Rocky River Civic Center

A. GENERAL RESTRICTIONS

- 1) **Prohibited Activities.** No industry, business, trade or profession of any kind, commercial, religious, educational or otherwise, whether designated for or not for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted by any Owner on any part of the Condominium Property, except as expressly permitted in Subparagraph (3) of Paragraph (B).in the general resolution.
- 2) **Nuisances.** No noxious or offensive activity shall be carried on in any part of the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance, disturbance or nuisance to the neighborhood, including the Association, its Board members, managing agent, and contractors, and/or other Owners or Occupants. This shall include without limitation, transmission of any television or other communication signals that interfere with communication reception in any other Unit.
- 3) **Office Use.** An Owner may use a portion of his/her Unit for his/her office or studio, provided
 - (a) That the activities within the Unit shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant;
 - (b) That in no event shall any part of the Unit be used as a school, music studio or day care facility;
 - (c) That such use does not result in walk in or customer traffic to the Unit from the general public or from business invitees nor any door to door solicitation of other Owners or Occupants;
 - (d) That such use does not result in the Unit becoming principally an office as distinct from a residence or in the Unit developing a reputation as an office;
 - (e) It is not apparent or detectable by sight, sound or smell from outside the unit;
 - (f) Conforms to all local zoning requirements;
 - (g) Does not result in or involve regular or unreasonable large volume of business-related deliveries to or from the Unit, as determined by the Board; and
 - (h) Does not constitute a hazardous or offensive use, or threaten the security or safety of other Occupants, all as the Board, in its sole determination, decides.
- 4) **Occupancy Limit.** No more than two (2) Persons per bedroom shall be permitted to reside in a Unit ("reside means more than thirty (30) days out of any twelve (12) month period). For the purposes of this restriction only, any person thirty-six (36) months of age or younger shall not be counted in determining whether the occupancy limit has been reached or exceeded. Upon request from the Association, each Owner shall provide the Board with the names of all residents of the Unit and the license number and vehicle description owned by residents and maintained on the Property.
- 5) **Occupancy Restriction.** No person who is determined to be a sexual predator pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction and required to register with a designated registering agency pursuant to said Act or similar statute, as the same may from time to time be amended, may reside in or occupy a unit/home for any length of time. Any violation of

this restriction shall subject the Owner and/or any occupant of the Unit to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or Occupant, or anyone visiting any Unit or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

- 6) **Leasing of Units.** Except as stated below, no Unit shall be leased, let or rented, whether for monetary compensation or not, by and Owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of owner-occupied Units, subject to the following:

- (a) This restriction does not apply to: (i) Units that are occupied by the parent(s) or child(ren) of the Owner; or (ii) any Owner leasing his/her Unit as of the date of the recording of this Declaration; said Owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent owner.
- (b) 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 months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four prior except for temporary job assignments in which case a maximum exception of up to sixty (60) months may be granted.
- (c) In no event, shall a Unit be rented by the Owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or lease to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.
- (d) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and Rules. Any land contract for the sale of a Unit must be recorded and 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/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to the property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

- 7) **VEHICLE RESTRICTIONS.**

- (a) No unlicensed vehicle, trailer of any type, camper, mobile home, motor home, recreational vehicle, house car, motorcycle, truck other than a sports utility vehicle, pick-up truck or van, no more than one (1) ton load carrying capacity), boat or similar vehicle or equipment shall be permitted to remain upon any portion of the Property without the Board's prior written consent, except that any such vehicle or equipment may be parked within the appurtenant

entrance driveway of a Unit for the limited purpose of loading or unloading the same in an expeditious manner, and except that any such vehicle or equipment may be kept inside a garage of a Unit if the garage door is kept closed so that the vehicle or equipment cannot be seen from the Common Areas.

- (b) Commercial vehicles are prohibited from any part of the Property unless authorized in advance by an Owner in conjunction with work being performed on the Owner's unit or by the Board. Commercial vehicles are further prohibited from remaining overnight on the Property unless first approved by the Board and the Owner, if any, responsible for such commercial vehicle are defined to include any vehicle used as part of or in furtherance of any industry, trade or occupation, whether for profit altruism, exploration or otherwise. Commercial vehicles prohibited from the Property shall not include sedans, vans or trucks of less than one (1) ton load carrying capacity that are used both for business and personal use, provided that such vehicles shall not display or have any equipment, or any apparatus for such equipment, signs, markings or other indications of a commercial purpose or nature, including, without limitation, salt dispensers, snowplows, or snowplow hitches, all as the Board may further define and regulate.
- (c) All vehicles on the Property shall be kept in a state of good and clean repair in accordance with Ohio law. Junk vehicles, including excessively noisy or polluting vehicles or equipment, as solely determined by the Board, shall not be operated or stored anywhere on the Property. The Owner shall be responsible for the cost to clean up or repair any damage to the Property by the vehicle, including without limitation, due to leaking oil or other vehicle fluids, whether from a vehicle owned by the Owner or owned by a belonging to the Owner's Occupant, or his/her tenant, a member of the Owner's or Occupant's family or the Owner or Occupant's guest or invitee.
- (d) In no event shall any vehicle or personal property of any kind be parked on Westhampton Court Drive between Detroit Road and Chippenham Court, unless authorized in advance in writing by the Board. Parking on any other street within Westhampton Courts shall be subject to the Rules and street signage. Except as otherwise provided in this Article II, Paragraph B (7) licensed vehicles in good working condition may be parked in the confines of a Unit's garage, in the appurtenant entrance driveway of a Unit. In the parking areas off or adjoining Westhampton Court Drive, and in other parking areas designated by the Board; provided, however, that the Board may designate and reserve one or more parking spaces as "guest parking" and set such Rules for the use of such guest parking spaces, including, without limitation, prohibiting an Owner and/or Occupant from the use of same, and provided, further, that the right granted herein to park licensed vehicles in the appurtenant entrance driveway of an Unit may be prohibited, restricted or otherwise limited by the Rules.
- (e) The Association, as determined by the Board, shall have the authority, in addition to all other remedies, to tow away and cause to be stored any vehicle or equipment that is in violation of any Declaration provision or restriction, or any

Rule, whether such vehicle belongs to a Owner or his/her tenant, a member of the Owner or Occupant's family, or the Owner of Occupant's guest or invitee. Charges for such towing and storage shall be paid by the Owner responsible for the presence of such vehicle or equipment.

- 8) **Power Equipment and Vehicle Maintenance.** No unusually large or heavy power or electrical equipment or vehicle maintenance (other than emergency work), as the Board so defines, shall be permitted or operated on the Property except with the Board's prior written consent and except as reasonable necessary for the maintenance, repair and replacement of the Property. In determining whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.
- (9) **Animals and Pets.** No animals or birds of any kind shall be raised, bred or kept in any Unit, Lot or the Common Areas, except that no more than two (2) dogs (excluding, however, any dog or vicious breed, including, without limitation, any dog of full or mixed pit-bull, rottweiler or Presa Canario breeds, which are strictly prohibited from residing, visiting or being anywhere on the Property at anytime, except as specifically authorized in writing by the Board), cats canaries and domestic, caged (including fish tanks) household pets (which shall not include any snakes, other reptiles or exotic animals as the Board may, in it sole discretion, from time to time further define) may be kept in Units, subject to the Rules, provided that they are not kept, bred, or maintained for any commercial purpose and, provided, further, that any such pet causing or creating a nuisance or disturbances, or found in violation of this provision by the Board, shall be permanently removed from the Property upon three (3) days' written notice from the Association.
- (10) **Units On Lots.** No more than one Unit shall be constructed on any Lot that is or becomes part of the Property. Any Unit constructed on a Lot that is nor becomes part of the Property shall be consistent with and substantially similar in style, design and architectural appearance to the existing Units in the Westhampton Planned Unit Development, shall contain a minimum of 2,800 square feet of livable space excluding garage and basement; shall be constructed with brown window frames and wood shake shingle roof. All exterior surface material on the Unit to be constructed on the above premises shall be predominantly white brick and all front walkways shall be predominantly brick.
- (11) **Changes in Appearance and Alterations.** No building, fence wall, or other structure shall be temporarily or permanently constructed, erected or maintained upon or to a Unit or Lot, nor shall any exterior addition, change or alteration be temporarily or permanently made to any existing Unit, building, fence or wall or other structure (including, without limitation, the material constituting the exterior surface of the Units and the color of the paint thereon), until the plans and specifications showing the nature, color, kind, shape, height and materials and locations of the same shall have been submitted to and approved in writing by the Board. In considering and deciding upon any such application, the Board shall ensure that the consistent, first class architectural and community appearance that is associated with the Westhampton Courts Planned Unit Development is preserved and maintained and also ensure harmony of external design, appearance and location in relation to surrounding structures and topography.

While a lack of response from the Board to any such submission shall be deemed a denial of same, the Board shall provide the Owner with an acknowledgement of receipt of Owner's application within fifteen (15) days of the receipt of same and shall then make every reasonable effort to provide a substantive response to the Owner within thirty (30) days of the receipt of the Owner's application. This restriction shall not apply (AO to the initial replacement, painting, and similarly maintaining and restoring the improvement on the Lot in and to the condition and appearance that they were in and had at the time the Lot with a Unit thereon was first transferred from Declarant to an Owner who is not a Declarant.

- (12) **Impairment of Structural Integrity of Units.** Nothing shall be done in any Unit or in, on or to any Common Areas that will impair the structural integrity of any Unit or which would structural change any Unit, except as otherwise provided in this Declaration and except with the Board's prior written consent and required municipal permits.
- (13) **Temporary Structures.** No temporary building, trailer, tent, shack, free standing garage, barn or other outbuilding shall be constructed or maintained temporarily or permanently, on any part of the Property.
- (14) **Exterior Signs, Displays and other Installation.** No sign, including without limitation, "For Sale" or "For Rent" signs and any other advertising or any windows displays, awning, canopy, shutter, screen, radio, television or other communications antenna or device (except as otherwise specifically permitted by Federal law and in strict accordance with the Board's Rules), or anything else, shall be displayed from, affixed to, or placed upon the exterior walls, windows (including both the interior and exterior surfaces of same), doors, patios or roofs of any Unit, or upon any other part of the property outside a Unit without either the Board's prior written consent or in strict accordance with Rules; provided, however, that any item installed by the Declarant as part of the original construction of a Unit may be maintained and replaced and, provided, further, that Declarant may affix or display "For Sale" signs on the Property (excepting sold Units) as it elects.
- (15) **Landscaping.** The Board may, but shall not be obligated to, give consent to the planting of trees, shrubs, and other plants on a Lot, Parcel and on the Common Areas near a Lot and may permit landscaping of a Lot, Parcel and of Common Areas near a Lot, subject to any conditions the Board may require. If such permission is given subject to conditions, other Owner to whom the permission is grants shall comply with all of the conditions imposed, including, without limitation, responsibility for the maintenance of any and all landscaping changes, whether planted or make by the Owner or any and all landscaping changes, whether planted or made by the Owner of any predecessor Owner other than the Declarant. The Units, Lots and Parcels shall not be altered, decorated, landscaped or adorned in any manner contrary to such Rules as may be established therefore by the Board, nor shall they be used in any manner other than their obviously intended purposed without the Board's prior written consent.
- (16) **Fences, Walls, Hedges** No fence, wall tree, hedge or shrub planting shall be maintained in such manner as to obstruct right-of-way sight lines for vehicular traffic.

- (17) **Interference with Use of Common Areas.** The Common Areas and every part thereof shall be used in such manner as not to interfere with, restrict or impede the use thereof by others entitled to the use thereof and in accordance with this Declaration, the Bylaws, and Rules adopted by the Board. There shall be no obstruction of, nor shall anything be stored in or on, the Property except within the Units without the Board's prior written consent, except as expressly provided by this Declaration or the Rules.
- (18) **Storage and other Activities.** Nothing shall be stored, maintained, or used on the patios of the Lots, or any other part of the Lots, or on the Common Areas which in the judgment of the Board creates an unsightly appearance. There shall be no playing, parking of baby carriages, playpens, bicycles, wagons, toys, pools, sand boxes or other personal property on any part of the Lots, Parcels or Common Areas, including the patio areas, except in accordance with the Rules. Unless the Board so approves, no wood, lumber, metals bulk material, refuse or trash shall be burned, kept, stored or allowed to accumulate on the Property, except within a Unit, provided a nuisance is not created, and except that necessary building materials may be stored in neat and reasonable quantities during the course of construction or reconstruction of any Board approved building or structure.
- (19) **Laundry or Rubbish on Property** Clothes, sheets, blankets, laundry of any kind and/or other articles are strictly prohibited from being hung out or exposed on any part of any Lot or Common Areas, except in strict accordance with the Rules. The lots and Common Areas shall be kept free and clear of garbage, rubbish, debris and other unsightly materials as defined and determined by the Board. Each Owner shall, further, keep all garbage and refuse in covered cans and shall cause same to be moved to, and subsequently moved from, the curb for the collection of such garbage and refuse, all in strict accordance with the Rules.
- (20) **Hazardous Uses and Waste.** Nothing shall be done or kept in or on any part of the Property which will increase the rate of insurance applicable for the residential use of any Unit and the contents thereof, or result in the cancellation of insurance on any Unit or on the contents thereof, without the Board's prior written consent. No owner shall permit anything to be done or kept in or on any part of the Property that would be in violation of any law. No waste of any Lot or any Unit thereon will be committed.
- (21) **Drilling.** No portion of the surface of the Property shall be used for the purpose of boring, mining, quarrying, exploring or removing oil or other hydrocarbons, minerals, gravels, or earth without the prior written consent of the Board.
- (22) **Applicability.** Each of the foregoing restrictions shall apply to all Owners and to any Persons who, from time to time, occupies, resides, or is in possession of any part of the Property and to any other Person lawfully or unlawfully upon any part of the Property. No owner shall cause or permit to exist a violation of the foregoing restrictions by himself/herself or any or his/her Occupants, employees, agents, guests, licensees or invitees, or any other Person claiming by, through or under him/her

B. COMMON ELEMENTS

Definition: "Common Areas" means all real property (including the

improvements thereto and facilities thereon) owners by the Association, including easement rights, for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot is described as follows: All portions of the Property excluding "Lots" shown on the "Plat".

- A) **Maintenance Responsibilities of the Association.** Except as otherwise expressly provided herein, the Association shall, to the extent and at such times as the Board, in the exercise of its business judgment, determine, maintain and keep the Common Areas and such additional portions of the Property as the Association is required to maintain as set forth below, in a reasonable state of good working order, condition and repair, in a reasonable clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas, by promptly, properly and in a good and workmanlike manner, making all reasonable repairs and replacements, and alternations and improvements (subject, however, to the limitations set forth in Bylaws Article XII, Section 7) necessary to comply with the foregoing. The Associations' maintenance obligations as set forth in the preceding sentence shall also apply to the Townhouse Unit Owners acting as a collective body, through the Townhouse Unit Board Representatives, as provided for in Paragraph (E) below.
- B) **Maintenance Responsibilities of Owners.** In addition to the responsibilities of the Owners of Detached Units the Townhouse Units as set forth in this Article V, every Owner shall also have the following responsibilities:
- 1) Ensure that all of the of work required of the Owner be performed by such Owner promptly, properly and in good workmanlike manner, using first-class materials of equivalent or better quality than those originally installed or incorporated into the Unit and/or Property, using competent and qualified labor, and in accordance with any Board designated specifications.
 - 2) Pay for the cost, including labor and materials, of removing, relocating and reinstalling any improvement, installation, structure, planting or other item placed in, upon or attached to any Common Areas, Parcel, Lot of Unit by the Owner, of the predecessor of Owner of the Unit, that is required, as determined by the Board, in conjunction with or in furtherance of the Association 's maintenance, repair and replacement responsibilities as set forth in this Declaration.
 - 3) Not to make any additions or alterations in or to the Units, Lots, Parcels or Common Areas, remove any portion thereof or make any additions thereto, make any improvements thereon or do anything that would or might jeopardize or impair the safety or soundness of any Unit without obtaining the Board's prior written consent.
 - 4) Not to install, enclose, paint or otherwise decorate or change the exterior appearance of any portion of the unit, including without limitation, the exterior of any front entrance door, the patio, or the exterior of any window or door, without the Board's prior written consent.
 - 5) Report promptly to the Board, or managing agent employed by the Association, the need for any maintenance or repair to any

portion of the Property that the Association is obligated to maintain, repair or replace pursuant to the Declaration or the Bylaws.

- 6) Perform his/her responsibilities in such a manner so as not to unreasonable disturb any other person' (s) residing within the property.

(C) **Maintenance Common to All Units.** Except as expressly provided to the contrary in the Declaration, the Association shall reasonably maintain the Common Areas and all facilities thereon, including, but not limited to, all Lines located in the Common Areas that are not to be maintained by the individual Owners. The Association shall also be reasonable responsible for the following Lines, structures, fixtures and other improvements whether same are part of the Common Areas, any Lot or Parcel.

- 1) Edging and mulching of all front yard landscaping beds, as defined by the Board, to maintain a basic uniform appearance throughout the Property, provided that the mulching of beds shall be performed as the Board so determines.
- 2) The care of all lawn areas, including mowing and fertilizing;
- 3) To the extent such service is not provided by the water department, maintenance and repair of the water laterally serving only one Unit up to, but not including the shut-off valve, for such Unit whether located inside or outside of the Unit.
- 4) To the extent such service is not provided by the respective utility company, maintaining and repair of gas and electric lines servicing only one Unit up to , but not including, the meter serving such Unit whether located inside or outside of the Unit.
- 5) To the extent such service is not provided by the respective utility company, maintenance and repair of storm and sanitary sewer lines from the point of the clean-out to the main lies, and if no such clean-out exists, then from the point a distance of one foot (1') from the foundation of the Unit to the main line;
- 6) To the extent such service is not provided by the telephone, cable or other communications company, maintenance and repair of telephone, cable and other communication lines serving only one Unit up to, but not including, the junction box serving such Unit and located outside of the unit.
- 7) Maintenance, repair and replacement of all street and Common Areas parking light fixtures;
- 8) Maintenance, repair and replacement of all parking areas available to the use of more than one Owner, including, without limitation, the parking area located within Windsor Court, excluding, however, the area identified in Paragraph (E) (1) (d) below;
- 9) Maintenance, repair and replacement of all parking islands within cul-de-sacs, including, without limitation, all landscaping, walls and electrical fixtures within such parking

islands but excluding any mail huts and lighting related thereto within such islands;

- 10) The reasonable removal of snow from all streets as well as driveways and sidewalks leading to the front door of any Unit, provided, however, that the additional cost of hand shoveling a brick driveway serving a Detached Unit or any other driveway an Owner requests be hand shoveled shall be borne by and assessed to the respective Owner;
- 11) Maintenance, repair and replacement of all entrance and street signs;
- 12) Maintenance, repair and replacement of all entrance and street signs;
- 13) Notwithstanding anything, to the contrary in this Article V, the Association, as the Board so determines, may further provide from time to time, as a Common Expense, additional landscaping services, such as spring and/or fall clean up, tree and shrub trimming and/or spraying, and leaf removal and pickup, that the Board reasonable determines as in the Association's as a whole best interest or arrange to proved for any such services as a "Special Service" to Owners desiring and agreeing to pay for same in accordance with Bylaws Article X Section 3.

If the need for maintenance, repair or replacement of any of the above items occurs as a result of any negligent act or omission of an Owner or Occupant or any agent, employee, contractor or invitee of an Owner or Occupant, the Association may, but shall not be obligated to, pay for the cost of said maintenance, repair or replacement if the Owner or Occupant fails to pay for it, in which event the cost thereof shall be added to and become part of the Assessments for which such Owner shall be liable and to which such Owner's or Occupant's Lot is subject and shall be immediately payable.

- D) **Detached Unit Maintenance.** The Owner of a Detached Unit shall maintain and keep in a state of good repair the entire Detached Unit structure, including all needed exterior repairs and replacements, as well as the entire Lot and Parcel upon which the Detached Unit is situated, including responsibility for all landscaping (other than such landscaping as the Association is to provide as set forth in this Article V), structures improvements and fixtures located thereon, except as otherwise expressly stated below. The Owner of a Detached Unit shall also be responsible for all duct work and Lines serving only the said Detached Unit except for such part of the Lines that the Association is responsible to maintain responsibility as set forth in Paragraph (C) above. With respect to Detached Unit Lots and Parcels, the Association shall also be responsible for:

- 1) Any areas of erosion upon a Lot or Parcel that affect or are reasonable expected to affect any other Lot, Parcel or Common Areas as determined by the Board.
- 2) Notwithstanding anything to the contrary in the Declaration, the Owner of any Detached Unit shall be fully responsible for all landscaping repair and replacements, including lawn repairs and replacements that are needed or required, other than as a result of damage caused by snow removal, for a period of two (2) years from the date of Declarant's, or any successor's or assignee's of Declarant, initial sale of such Detached Unit.

E) **Townhouse Unit Maintenance.** The maintenance of Townhouse Units and appurtenant improvement and facilities is divided into three components; items the Association as a whole is responsible to maintain as specified in Paragraph (C) above; items Townhouse Unit Owners as a collective body are to maintain and, items individual Townhouse Unit Owners are to separately maintain.

- 1) The Townhouse Unit Owners are as a collective body, jointly responsible, as the Townhouse Unit Board Representatives so determine in the exercise of it business judgment:
 - a) To maintain, repair and replace the interior portions of the Townhouse Units. Such exterior building maintenance shall include all roof areas, including shingles, underlayment, iceguard, plywood or other decking materials and the structural framing forming such roof areas, gutters and downspouts, exterior walls, including all brick, siding and structural framing forming such exterior walls foundation walls and concrete slabs, including waterproofing of same but, (excluding any improvement or extensions to same for which the individual Townhouse Unit Owner is solely responsible), skylights, painting of the exterior surface of windows and doors, including exterior trim and frames, the copper roof area and brick or to the structural support provided for bay windows, and chimneys (but, excluding interior cleaning of and rodent control within chimneys);
 - b) To maintain, repair and replace individual Townhouse Unit signs, patio and non-supporting exterior walls installed as part of the original construction of the Townhouse Units, and mail huts and mailboxes (including lights serving such mail huts):
 - c) To maintain, repair and replace walkways leading to Townhouse Unit front doors with the exception of reasonable snow removal, which the Association shall provide.
 - d) Except as set for the in Paragraph (c) and except for the reasonable removal of snow, to maintain, repair and replace all parking areas providing access to or parking for more than one Townhouse Unit, including the drive and parking areas for Windsor Court, the area adjacent to 3 Wren and the area serving and adjacent to 5 and 7 Chippenham Court, but excluding the parking island, which the Association shall maintain;
 - e) To maintain, repair and address exterior drainage-related issues and concerns affecting any Townhouse Unit.
 - f) To maintain, repair and replace shrubs and bushes originally installed as part of the initial development of the Property, including subsequent like-kind replacement of same, for and serving only the Townhouse Units, such responsibility to extend no more than twenty feet (20') from any Townhouse Unit; any and all landscaping at or beyond such distance being the Association's responsibility to maintain, repair and replace; and,
 - g) To maintain, repair, and replace all trees, whether installed by Declarant or an Owner, that are for the serve only the Townhouse Units, such responsibility to extend no

more than twenty feet (20;) from any Townhouse Unit, any and all trees, whether in part or in whole, at or beyond such distance being the Association's responsibility to maintain, repair and replace.

- 2) Owners of Townhouse Units shall be individually and separately responsible:
 - a) Except as expressly stated otherwise in Paragraph (E)(1), to maintain, repair and replace all portions of their Unit and all structures, improvements and fixtures therein or appurtenant thereto, including, without limitation, all insulation, drywall or plasterboard, sub-floors, and internal dividing walls and floors (whether non-structural or structural):
 - b) Except as expressly stated otherwise in Paragraph (E)(1), maintain, repair and replace all of the following serving one Townhouse Unit: duct work, Lines, and dryer, furnace and any other vents or exhaust lines or chimneys, (except for the exterior cleaning of and rodent removal from same) serving a Unit and located on the exterior of the Unit;
 - c) To maintain, repair and replace all shrubs, bushes and flowers installed by the Townhouse Unit Owner, or any predecessor Owner, in landscaping beds adjoining and immediately adjacent to the Owner's Townhouse Unit as determined by the Townhouse Unit Board Representatives and subject to the Townhouse Unit Board Representatives' right to undertake any, part of all of such maintenance, repair and replacement responsibility as a collective expense of the Townhouse Unit Owners, as the Board Representatives determine is in the Association's best interest;
 - d) To maintain and repair the patio serving the Townhouse Unit along with any patio walls installed by the Owner, including any prior Owner other than the Declarant;
 - e) Except for the reasonable removal of snow, Which the Association shall provide, to maintain, repair and replace the driveway serving the Townhouse Unit. For those Townhouse Units within Windsor Court, the Owners of 3 Wren Court, and 5 and 6 Chippenham Court, such individual Townhouse Unit Owner's responsibility shall extend 15 feet (15') out from the garage door and a width that is either established by the immediately adjacent landscaping area or, if no such landscape area, the outside edge of the garage door frame;
 - f) To maintain and repair any sprinkler system, including all components and fixtures thereof and related thereto, tied into the Owner's Townhouse Unit water supply line; and,
 - g) To maintain, repair and replace any awnings and other exterior improvement installed by a Townhouse Unit Owner other than the Declarant.

F) **Interpretation of Maintenance Obligations.** Any conflict between the maintenance provisions of the Article V and any other provision of the Declaration, the Original Declaration or the Bylaws shall be interpreted in favor of the maintenance obligations as stipulated in

Article V.

C. RUBBISH REMOVAL

- 1) Collection is done by the City of Rocky River, currently every Tuesday, usually in the morning, unless a holiday falls on that day then, it is the following day.
- 2) All rubbish must be placed in tied plastic bags, boxes or rubbish containers.
- 3) All rubbish must be set out in front of the residence in such a manner so as to prevent disruption by weather or animals.
- 4) Rubbish may be set out the evening before collection, however, not before 6:00 P.M.
- 5) All patios and common elements and facilities shall be kept free of rubbish and debris.

D. PET RULES

- 1) No animals, including rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements or limited elements, except that dogs, cats or other household pets may be kept in the units, provided they are not kept, bred or maintained for any commercial purpose.
- 2) Pets may not be tied or chained outside. Stakes are not to be used to restrict pets.
- 3) The owner or keeper of every pet shall at all times keep such pet either confined within the unit or kept on a hand-held leash when outside the unit.
- 4) Pet owners are to carry a scoop or other tool and must IMMEDIATELY and COMPLETELY clean up after their pet.
- 5) In addition to other remedies, violation of these rules may result in action from the City of Rocky River Dog Warden and/or permanent removal of the animal from Sandpiper Condominium property.

E. SATELLITE DISHES & ANTENNA

Installation of any satellite dish/antenna on, attached to, or extending into the common elements is prohibited. Attachment to the exterior siding of a unit or any roof area is strictly prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must comply with the following rules and regulations and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used.

1) Acceptable Satellite Dishes

- A) One (1) DBS and one (1) MDS 18" in diameter or less, and one (1) antenna designed to receive television broadcast signals (hereby 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.

2) Location of Installation

- A) 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 unit owner's limited common elements, such as the rear balcony, patio or deck areas. All installations shall be in the rear of the unit unless an acceptable quality signal is unavailable.
- B) Any installations that partially or fully obstruct or interfere with the entry or exit from a unit is strictly prohibited for safety reason. The installation of dishes on any heating, cooling or ventilating equipment or concrete pad, any other utility system is also prohibited for safety reasons. Dishes must not attach to or encroach upon the common elements, which precludes any installation on any exterior door or window surface, or another unit owner's limited common elements or unit.

3) Installation of Satellite Dishes

- A) 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 elements
- B) 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 or patio furniture, and shrubbery may be acceptable shields as determined by the Association.
- C) All installations shall take aesthetic considerations into account. Dishes and all associated equipment and wiring shall be painted to match the color of the structure they are adjacent to.
- D) The installation shall not impair the integrity of the building. There shall be no penetrations of the common elements or limited common elements 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: devises that permit transmission of telecommunication signals through 1) glass, or 2) under windows or doors such as ribbon wiring, or 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.
- E) All contracted for installers must maintain general liability insurance, including complete operations, of at least \$1,000,000 and Workers Compensation coverage.

4.) Maintenance

- A) 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 elements and limited common elements) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or

losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.

- B) 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 anytime if the detachment threatens safety of persons or property.
- C) Upon sale or other transfer of the unit, dishes must be removed and the area restored to its original condition.

5) Masts

- A) 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 elements, 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 elements without prior Board approval.

6) Notification and Waiver

- A) A notification and waiver agreement, obtained from the Management Company, along with a drawing of the proposed dish installation location, height, and screening materials must be submitted to the Board prior to any installation.

F. MAINTENANCE RESPONSIBILITIES

- 1) Unit owner's Responsibilities - The unit owner is responsible for the following:

- A) All doors, windows and screens of the unit.
- B) All doors on the attached garage, patio or decks.
- C) All patios and decks.
- D) All plumbing that services that unit.
- E) All electrical wiring which services that unit.
- F) All fixtures that directly service that unit.
- G) Shutting off all outside plumbing for winter.

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

- A) Building exterior, foundation, roof, gutters and downspouts. (Townhouse)
- B) Common element utilities.
- C) Master insurance policy, for which only the Board may submit Claims (no building coverage)
- D) Landscaping of common elements, including care and maintenance of trees, grass cutting, fertilizing and reseeding of lawn areas.
- E) Common element light fixtures.
- F) Common element snow removal.

These lists are provided only to assist you in scheduling maintenance items. For a more complete listing, please consult the Declaration of Condominium

Ownership. If you are uncertain about the responsibility for a certain item, please contact the Management Company.

G. Sale/Rental of a Condominium Unit

A. Sale of a Condominium Unit

1. Except as otherwise provided, signs are prohibited without prior, written Board approval.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
3. At the same time as above, the Unit Owner must provide the following:
 - a. Names of all occupants;
 - b. Home and business mailing addresses;
 - c. Home and business telephone numbers;
 - d. Name, business address and telephone number of any person who manages the Unit on behalf of the Owner;
 - e. Sales price; and
 - f. Mortgagee.
 - g. Any change in the information required in a-d must be provided to the Board within 30 days of the change.
4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
5. The seller is responsible for providing the following information to the buyer:
 - a. Copy of Declaration and Bylaws, and any amendments;
 - b. Copy of the Rules and Regulations;
 - c. Unit access door key(s), mailbox, and garage door key(s)
 - d. Garage door opener

H. Rental of a Condominium Unit

1. Leasing or sub-leasing a Unit for transient or hotel purposes, as defined as periods of less than thirty (30) days, or providing hotel, laundry and similar services, or roomers/borders, is prohibited.
2. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
 - a. Copy of lease;
 - b. Full name of tenant(s);
 - c. Names of all occupants of the unit;
 - d. Home and business telephone number of tenant(s).
3. The Unit Owner is responsible for making the tenant aware of the Rules.

4. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation.
5. The unit owner's lease document must contain a clause making

it subject to the covenants and restrictions in the

Declaration, Bylaws and Rules.

I. ENFORCEMENT PROCEDURE

- A. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, if any, of his/her unit.
- B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. A reasonable data by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 2. To request a hearing, the owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item E-1 above.
 - a. If an owner timely requests a hearing, at least seven days prior

to the hearing the board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and

- b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

J. COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the 10th of the month.
2. An administrative late charge of \$ 25.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
 1. Administrative late fees owed to the Association
 2. Collection costs, attorney's fees incurred by the Association
 3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the owner.
5. Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
6. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an

additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

Single Family homes receive the following for landscaping:

Grass is cut and fertilized.

Front bed is edged in spring and mulch is applied

No other foundation beds are done or maintained during the season

No trimming of shrubs are done

Trees in the lawn area is the responsibility of the single family home owner

Spring and fall clean up is done as it is done with the rest of the property.

Contract is from April 1 to November 30 with a one time shot in December to return to pick up any leaves that may have fallen.

Treasurer, delivering such checks to the Association, and having the Association in turn deliver all such checks in kind to the County Treasurer. Such modifications may be made by rules adopted by the Board, without an amendment to this Declaration.

(B) Common Area Utilities Billed to Units. If a utility service, such as electricity or water, is used for the benefit of a Common Area, but is furnished from one Unit and metered as part of the service provided to the Unit, the Association will pay to the Owner of the Unit the fair and reasonable part of the Owner's bill for such Common Area services; provided a like situation does not exist with all Units. The burdened Owner will have the right to offset this charge against his or her Assessment. For example, street pole lamps may be connected to some Owners' meters; but other Owners may not have street lights connected to their Unit meters. In such a case, payment would have to be made to the Owners who have street lamps connected to their Unit meters. If, however, all Owners should have a street pole lamp connected to their Unit meters, no payments by the Association would be necessary.

(C) Management. The Association shall provide the management and supervision for the operation of the Common Area and facilities. The Association shall maintain such policies, programs and procedures as it deems necessary or desirable to fully implement this Declaration and may, but shall not be required to:

(1) Adopt rules with respect to the use of the Common Area by Owners, Occupants and guests;

(2) supervise employees and agents, including, without limitation, attorneys, accountants and consultants, maintenance firms and contractors; and

(3) Delegate all or a portion of its authority and management responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which provides for the duties to be performed by the managing agent and for the payment to the agent of a reasonable compensation.

(D) Architectural Control Committee. The Board shall have the right, but shall not be obligated, to appoint an Architectural Control Committee composed of one or more persons to review plans and specifications submitted to the Board pursuant to Articles II (B) and XI(5) and to perform such other duties as are specified by the Board. The Architectural Control Committee shall make recommendations to the Board, which the Board may accept or reject, in whole or in part.

(E) General. The Board, on behalf of the Association, shall have the power and authority to and shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration and the Articles and Bylaws of the Association, and may take such actions as it, in its discretion, deems desirable to assure compliance on the Property with all applicable municipal, county

and state building, zoning, safety and fire codes and regulations, and with all applicable federal laws and regulations.

ARTICLE XI

INSURANCE

(A) Casualty Insurance

(1) Scope of Coverage.

(a) Owners. Each Owner shall obtain and maintain Property Casualty Insurance (which is called "Casualty Insurance" below) in full force and effect on his/her Unit, including the structure and all other components of said Unit, and all improvements, installations, utilities and fixtures attached or appurtenant to and serving only the Unit. The Board is authorized to establish and promulgate minimum policy limits for Unit Casualty Insurance based on what the Board reasonably believes is required for the protection of the Association and its Owners as a whole. Each Owner shall provide the Association with a certificate of insurance evidencing compliance with this Paragraph (A) at the time of purchase and all renewals of the Owner's Casualty Insurance or as otherwise directed by the Board in writing. Notwithstanding anything to the contrary below, the Association is hereby authorized and empowered to purchase any such Casualty Insurance for and on behalf of any Owner who fails to comply with any of the requirements of this Article XI, including the failure of Owner to deliver proof of the required insurance to the Association, at the Owner's expense.

(b) Association. The Association shall obtain and maintain Casualty Insurance on all of the insurable improvements comprising the Common Areas.

(2) Risks to be Insured and Amount Thereof. All Casualty Insurance policies obtained by the Association and each Owner pursuant to the requirements of Paragraph (A)(1) above, shall protect against loss or damage by fire and other hazards now or hereafter embraced by "extended coverage, vandalism and malicious mischief," and all other perils which are customarily covered, including perils normally covered by the standard "all-risk" endorsement; in an amount sufficient to cover one hundred percent (100%), less deductible, of the replacement cost of any repair or reconstruction in the event of damage or destruction from any such casualty (excluding excavation and foundation costs and other items normally excluded from such coverage). The term "replacement cost" means the cost needed to repair or reconstruct the damaged item to the condition it was in just before the insured damage was sustained.

(3) Insurable Interest and Loss Payments.

(a) Owner. Every Owner Casualty Insurance policy shall name the Owner, the Association and the holders of mortgages upon the Owner's Unit, as their interests may appear, as insureds, and shall further provide that said Casualty Insurance cannot be terminated without at least ten (10) days prior written notice to the Association. The insurance proceeds payable on any loss under any Owner Casualty Insurance policy required to be obtained and maintained by an Owner pursuant to Paragraph (A)(1) above, shall be endorsed over and paid to the Association, or any insurance trustee the Board designates, particularly for any loss to, concerning, or related to the exterior of a Unit.

(b) Association. The Association's Casualty Insurance shall be for the benefit of the Association, each of the Owners, and the holders of mortgages upon the Units and Common Areas, as their interest may appear, and shall provide for the issuance of certificates of insurance with mortgagees' endorsements to the holders of mortgages on the Units, if any. The Board shall have the sole right and authority to file, or authorize the filing of, any and all claims for damage or destruction that are or may be covered by the Association's Casualty Insurance policy regardless of the person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of this Declaration and in the Association's best interests; provided, however, that a mortgagee having an interest in such losses may participate in the settlement negotiations, if any, related thereto.

(4) Insurance Company Rating. All Casualty Insurance policies obtained by the Association and each Owner shall be written with a company licensed to do business in the State of Ohio and, unless not reasonably available as determined solely by the Board, holding a rating of "A" or better by Best's Insurance Reports, or its present day equivalent rating service.

(5) Damage and Destruction.

(a) Responsibility for Repairs. Notwithstanding anything to the contrary in this Declaration, if any Unit shall be damaged or destroyed by fire, wind, act of God, vandalism, riot, intentional act, negligence, malicious mischief, or other perils customarily insured against, the Owner of the Unit shall promptly cause the damage to be repaired or restored. All insurance proceeds received from the Association's Casualty Insurance and/or any Owner's Casualty Insurance shall first be used and applied to the repair and restoration of the Property damaged by the casualty for which such proceeds are paid. If the Owner fails to commence required repairs, or if the Owner fails to diligently complete all such repairs within a reasonable time thereafter, all as determined by the Board, the Association shall have the right, but not the obligation, upon written notice to the Owner, to commence or complete the

repairs, with the Owner solely responsible for any and all costs or expenses not covered by the insurance proceeds received.

(b) Common Area and Exterior Unit Repairs. Repair and restoration of damage or destruction to the Common Areas and any exterior portions of any Unit shall be substantially made to the same condition such areas existed immediately prior to said damage; provided that such repairs to the exterior portions of the Unit shall be to the Owner of said Unit's reasonable satisfaction and provided, further, that the Board may provide for or permit the use of such new or alternative materials as the Board reasonably determines are in the Association's best interest, with the intention to at all times preserve the first class architectural design and appearance that is associated with Westhampton Courts, a planned unit development.

(c) Interior Unit Repairs. Repair and restoration of those internal portions of the Unit not visible from the exterior may, but is not required to, be substantially the same as existed immediately prior to damage or destruction; provided that in no event may an Owner alter, modify or deviate from the structure or exterior appearance of the Unit as it existed immediately prior to the damage or destruction without the Board's express prior written permission. The Board shall endorse any funds received, whether as loss-payee or otherwise, for damage to the internal, non-structural portions of the Unit over to the affected Owner upon receipt of such signed release or other documentation as the Board determines is necessary for the reasonable protection of the Association's interests.

(d) Insufficient Insurance Proceeds. If the insurance proceeds received are not sufficient, including, as a result of the deductible, to make all needed repairs and replacement to the Unit, the additional cost of such repairs shall be borne by the Owner. If the insurance proceeds received are not sufficient, including, as a result of the deductible, to make all needed repairs and replacement to the Common Areas, the additional cost of such repairs shall be borne by the Association, provided that if any such damage or destruction was caused by the negligence or intentional act of an Owner, or anyone the Owner is responsible for, then in such case any costs not covered by the Association's Casualty Insurance, including the insurance deductible, shall be paid by the responsible Owner. If insurance proceeds are not available because either the Association or an Owner failed to obtain and maintain Casualty Insurance in accordance with Paragraph (A)(1) above, the Association or the Owner, as the case may be, who did not obtain the required insurance is fully responsible for all repair costs and related expenses that would have been covered had the requisite Casualty Insurance been obtained and maintained.

(6) Disbursement of Excess Insurance Proceeds. If the cost of such repairs is less than the amount of such insurance proceeds received, the excess shall be distributed to the Association or Owner who purchased the Casualty Insurance; provided that if there is a mortgage lien or liens on the Unit, the remittance to the

Owner thereof and his/her mortgagees shall be paid to them as their interests may appear. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. If distributed to the Association, the Association shall place such funds in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas.

(7) Waiver of Subrogation. Each Owner and Occupant, as a condition of accepting title and possession, or either one of such, of a Unit, and the Association agree, that in the event any part(s) of the Property (including the Units therein) or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance of any Owner, Occupant or the Association, and the lessees of any one of them, the rights, if any, of any party against the other, or against the employees, agents, licensees or invitees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived to the extent of the insurance proceeds actually paid.

(B) Public Liability Insurance. The Association shall insure itself, all Owners, members of their respective families and other persons residing with them in the Property, their tenants and all persons lawfully in possession or control of any part of the Property against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about or arising out of or relating to the Common Areas, such insurance to afford protection to a limit of not less than Two Million Dollars (\$2,000,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, to the limit of not less than Four Million Dollars (\$4,000,000.00) in respect to any one occurrence and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to damage to or destruction of property arising out of any one accident. Such insurance shall contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association, the Board, other Owners or occupants. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units.

(C) Other Association Insurance. The Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance and such other insurance as the Board may determine is in the Association's best interest.

ARTICLE XII

EASEMENTS

(A) Owners' Easement of Use and Enjoyment. Every Owner shall have a non-exclusive right and easement of use and enjoyment in common with all other Owners in and to the Common Area and in and to all private roads, easements, rights-of-way, and Lines located within the Common Area. When a Line serves or benefits a Lot other than or in addition to the Lot on which it is located, each Owner who benefits or has need of such Line

shall have a non-exclusive right and easement to use such Line in common with all Owners served or benefited by the Line. The Easements described above shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

(1) The right of the Association to dedicate, transfer, or grant all or any part of the Common Area to any municipality, public agency, authority or utility company for such purposes and subject to such condition as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by 2/3rds of each class of Members, has been recorded.

(2) The right of the Board to promulgate from time to time reasonable rules and regulations with respect to the use of the Common Areas by, Owners, Occupants and guests, and with respect to the use of the Lines by Owners, Occupants and guests.

(3) Except as provided in parts (1) and (2) of this Paragraph (A), and except as may otherwise be, expressly provided in this Declaration, the Common Areas may not be alienated, released, transferred, hypothecated or otherwise encumbered without approval of all Owners and all holders of the first mortgages encumbering the Lots.

(4) The entrance driveway and walk to each Unit is reserved for the use of the Owner of the Unit to which it is appurtenant, or obviously serves, to the exclusion of all other Persons.

(5) The right, but not the obligation, of the Board to grant Owners the right to install patios, decks, landscape improvements and other similar structures and improvements in and upon the Parcel or Common Area adjacent to the Unit in accordance with the restrictions contained in Article II of this Declaration and the Rules.

(B) Delegation of Use. Any Owner may assign, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family; his tenants or contract purchasers who reside on the Property.

(C) Encroachments. The Association and each Owner has and shall have easements for the existence and maintenance of encroachments upon the Lots of others and upon the Common Areas if the encroachments exist by reason of the construction, reconstruction, repair, restoration, settlement, shifting, or movement of any Unit or other structure on the Property, provided the encroachment is not caused by the willful conduct of the Owner or the Association claiming the right to the easement under this Paragraph (C). Encroachments created by the initial construction of the Units by Declarant are and will be acceptable to all Owners, even if created by the willful act of Declarant, and will be permanent. If a Unit which has an encroachment created by Declarant is damaged or destroyed, the Owner may recreate the encroachment in the repair or replacement of the