

ROCKY RIDGE CONDOMINIUM ASSOCIATION (RRCA)

RESIDENT HANDBOOK



Managing Agent

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Welcome to the Rocky Ridge Community. To assure that Rocky Ridge is a pleasant and safe place to live, certain guidelines need to be followed.

Each owner is encouraged to read the **DECLARATIONS AND BYLAWS**. These are legal documents under which the condominium association is organized and governed. The Board is permitted to adopt reasonable rules and regulations subject to state and federal laws from time to time. This **Handbook** contains rules and regulations adopted by the Board which will supplement the governing documents for the condominium. The rules set forth serve the interests of the Unit Owners and protect the Condominium property. All questions about these documents should be directed to the Board of Directors and the Managing Agent.

COMMUNICATION The Board and Managing Agent are available to discuss Unit Owner's opinions, concerns or questions during times that may be convenient or necessary. In the event the Board decides it is in the best interest of the Association to require a Unit Owner to directly communicate with the Association's attorney, the Board will direct the Unit Owner to do so and the Association's attorney will respond to the Unit Owner regarding that Owner's concerns or complaints.

The Title Company or Owner selling the property gives the Unit Owner a copy of all documents at the closing. The documents can be found on the **RRC Website: www.rrcondo.org**. **There will be a fee of \$25.00 for each additional copy requested.**

GOVERNANCE There is detailed information regarding the governance of the community in the Bylaws. The Association, through the Board of Directors, provides the services necessary for safety, general maintenance, and long-term repairs or replacement of the Common Elements. Each Unit Owner is a member of the Association. Unit Owners elect a Board of Directors at the Association's Annual meeting. The election of directors is conducted according to the Bylaws. Currently there are five Directors. They are elected to serve a three-year term pursuant to the Bylaws; The Bylaws allow the Board to delegate all or any portion of its responsibilities to a Managing Agent. The Board currently has an agreement with a manager to monitor all Common Elements maintenance activities (i.e. snow removal, lawn care, minor repairs), to collect monthly assessments, and to maintain financial records. **See the front cover of this Handbook for Managing Agent contact information.**

Contact Information Each Unit Owner must provide the name(s) of all occupants of the Unit, the home and business mailing addresses for the occupants of the Unit, and the home and business phone numbers of the occupants of the Unit. This information is required by Ohio law and must be provided within thirty (30) days of the Board requesting the information or within thirty (30) days of there being any change in occupancy for the Unit. This information is to be provided to the Managing Agent and specify who is to be contacted if there is a need to enter the Unit in case of an emergency.

Unit Uses The use of a Unit is restricted to that of a residence and uses that are customary to a residence. Declaration, Article III, Section 2 (a) specifically prohibits the use of a Unit as a rooming or boarding house, group home, commercial foster home, fraternity or sorority or similar type of lodging, care or treatment facility. In addition, no unit may be used for a commercial business which allows invitees or other individuals from entering the condominium property. A Unit owner may maintain a professional library and keep professional accounts, as well as, conduct professional phone calls within the Unit.

Renting/Leasing (See: Declaration, Article III, 2 (g)) A Unit may be leased by the Unit Owner, but may not be leased for any period less than thirty (30) days or leased for transient or hotel purposes or any commercial purposes. This includes short-term rentals for any period less than thirty (30) days via AirBnb or any similar short term rental website or advertising venue. The Unit Owner is responsible for maintenance and upkeep of the Unit. The Unit Owner is responsible for payment of all enforcement assessments or enforcement actions related to violations committed by the tenants or occupants of the Unit. The Unit Owner is required to provide the Board, within thirty (30) days of any change in occupancy, the names of the occupants, the home and business mailing addresses of the occupants, the home and business phone numbers of the occupants, and if a managing agent manages the Unit for the Unit Owner, the name, mailing address, and phone number of the Unit Owner's managing agent. The Unit Owner may place one professionally prepared "For Rent" sign displayed on the interior of one window of the unit. The sign may be no more than 9 square feet.

Sale of the Condominium Unit (Declaration: Article III, Section 2 (m) Unit Owners shall notify the Managing Agent, in writing, within 5 days after an ownership interest in that Unit has been transferred to another person. One professionally prepared "For Sale" sign may be displayed in one window of the unit. The sign may be no more than 9 square feet. An Open House sign may be placed at the front entrance and on the limited common element of the unit for the time period of the Open House only. The seller is responsible to provide to the buyer: Copy of the Declaration and Bylaws; Copy of the Handbook; and instructions that only straight trucks or cube vans (no semi-trucks) are permitted beyond the clubhouse.

Common Elements (Declaration: Article III, 2 (b); Article VI, section 1) Includes everything but the individually owned condominium unit; all Unit Owners own this together. While the Association is responsible for maintenance and repair of the Common Elements, any damages incurred by a Unit Owner or their occupants or guests shall be assessed to the Unit Owner. In addition, neither the Association nor the Association's service contractors shall be held responsible for maintenance, repair or replacement of a Unit Owner's personal property in the Common Elements, and the Board may remove any personal property items left in the Common Elements at the Unit Owner's expense.

Limited Common Elements (Declaration: Article III, 2 (c); Article VI. section 2) Certain parts of the RRCA property are designed specifically for each individually owned condominium unit, serving only that Unit; such as the concrete patio or driveway area in front of each Unit's garage or mailbox. Residents are responsible for keeping these areas accessible, clean and free of debris.

Offensive Activities Refer to the Declaration: Article III, 2 (e)) In addition to this provision of the Declaration, there shall be no harassment of a resident by any person(s) upon the condominium property at any time. Harassment for the purposes of this rule and its enforcement shall be defined as words, gestures, or actions of any kind which annoy, alarm, intimidate, or abuse another person. This definition of harassment and the enforcement of the prohibition of harassment will include all electronic communication to residents within the community, including but not limited to, phone calls, emails, or texts.

After receiving three (3) or more formal written and signed complaints from residents with respect to alleged harassment from the same person(s), the board will investigate the complaint and determine if further action is warranted. Unit Owners are encouraged to speak directly with a resident who they believe is harassing them prior to filing a formal complaint with the board. Oral and written communications or notices, including violation letters and notices of a delinquent account from the board to a resident shall not be qualified as harassment.

The Board has the right of entry into a Unit with no less than 24 hours written notice to the Unit Owner unless there is an emergency and the Board has the right of immediate entry without any notice to the Unit Owner. If the Board has been notified that there is a potential health or safety issue related to a Unit, the Board will request entry to the Unit through the Managing Agent for the Association and inspect the Unit for any health or safety issues. If there are issues found which

affect the health and safety of the Unit Owner and other residents of the community, that Unit Owner will be required to correct those health and safety issues within a reasonable time period determined by the Board or immediately if necessary. The Board has the authority to periodically inspect a Unit which has previously had health or safety issues to determine that those issues do not reoccur (for example, a hoarding situation). If the Unit Owner fails to provide access to the Unit and/or correct the health and safety issues, the Board may enter the Unit and/or correct all health and safety issues with respect to that Unit. All costs of entry or repairs to the Unit, including any attorney's fees, court costs or filing fees, will be charged to the Unit Owner.

Maintenance and Repair The boundaries of the individually owned unit and everything contained within these boundaries built and installed for the exclusive use of said unit is the Unit Owner's responsibility to maintain. For additional information of what constitutes a Unit or portion of a Unit see "Unit Composition" (Declaration: Article V, Section 2 (a) (i-x)).

Unit Owner Maintenance Responsibility (Declaration: Article IX, Section 2)

While not a complete list, the Unit Owner is additionally responsible for:

1. Regular testing and battery replacement of **Smoke Detectors** (The owner should check the smoke detector to insure the smoke detector is fully operational and has not expired.)
2. Changing **Furnace Filters**
3. Replacing **Light Bulbs** inside the unit and at the unit entrance.

Association Maintenance Responsibility (Declaration: Article IX, Section 1)

While not a complete list, the Association is additionally responsible for:

1. **Dryer Vent cleaning, only upon request** (complete maintenance request form)
2. Maintaining common element **Pole Lights** and garage **Security Lights**.
3. Painting of **Patio Fences**

Modifications/ Improvements (Declaration: Article IV, Section 1 and 2)

All exterior and architectural modifications or improvements must be approved by the Board of Directors, and accompanied by the appropriate completed request form (s). **No exterior modifications to the building may be made for any reason unless approved in writing by the Board of Directors. Interior modifications to the Unit may be completed but may not, temporarily or permanently, be made which will impact the **structural integrity** of the building or the Unit.

Liability and Safety

1. **Speed Limit**- For general safety, the speed limit shall not exceed 15 mph.
2. **Spills**-
 - a) The Unit Owner must immediately clean any leaks or spills caused by oil or other fluids.
 - b) No oils, solvents or other volatile materials shall be dumped into storm sewers or common areas; this is prohibited by the EPA and City of Columbus.
3. **Flammable items**- Storage of flammable oils, fluids, gasoline or other flammable materials with the exception of propane tanks for gas grills and small quantities of painting products are allowed..
4. **Fireworks**- No firecrackers or other fireworks are permitted on the property.

5. **General Conduct of residents within the common elements** - Residents are responsible for the behavior of their children and/or guest's children. For the safety of all residents and their guests please supervise children at all times when on the common elements. All residents should refrain from being in the street and residents and their guests are encouraged to keep children on the sidewalk or grassy areas of the common elements. Children under 14 years of age must have an adult present at all times when near the pond area.

Visible Areas

1. **Personal Property**- Lawn furniture and grills must be kept inside the limited common area patio fence. All other items must be kept inside the Unit's garage.

2. **Doors and Windows**- Broken or damaged windows and doors must be repaired or replaced immediately.

a) Any screen or storm door added to the unit must be approved in writing by the Board. No changes may be made to the color of the unit doors or windows; the color has been selected by the Association and must be the same to keep uniformity of appearance.

b) All window treatments (curtains, drapes, blinds (sunroom=vertical blinds) shall be neutral colors or backed/lined in shades of white or beige. Use of blankets and sheets is prohibited, even as temporary window coverings.

c) Plastic or non-glass liners are prohibited on the exterior of doors and windows. Clear plastic film (with no wrinkles) may be placed on the inside of doors and windows.

3. **Ornamental Items**- No statues, lawn ornaments, or other ornamental items (including potted plants) shall be placed outside the limited common area patio fence. Bird feeders and bird baths are permitted in mulched areas with Board approval only.

-Household decorative objects may be displayed within a window. The Board may request the removal of any objects that are deemed by the Board to be offensive to the residents of the community.

-Small decorative lights or white holiday lights may be displayed anytime within a window provided they do not disturb residents adjacent to the Unit displaying the lights. In no event are neon lights or signs permitted.

-Houseplants are permitted within a window.

-One decorative wreath may be hung on the front interior door. Seasonal wreaths on the door must be removed within a reasonable time at the change of the season.

-Other items may be displayed within a window, subject to written board approval.

4. **Seasonal and holiday decorations**- Christmas decorations should not be put up before Thanksgiving and should be taken down the second week of January, weather permitting. The Unit Owner is responsible for disposal of live Christmas trees. Seasonal decorations are permitted in windows, on front doors, in mulched areas adjacent to each Unit, on patio fences, and the area in between the garage doors. Seasonal decorations are also permitted in the club house interior, exterior, entrance way, and signage areas. While seasonal decorations are permitted, they should be removed within a reasonable time at the change of the season.

5. **Plants**- Residents may plant flowers in the mulched areas around their unit. Dead annuals are to be removed at the end of the season. Shrubs or trees may be planted upon written approval of the Board. The Unit Owner is responsible for mulch beds and landscaping inside the patio area. Plants in the patio area shall not be taller than the top of the post of the patio fence. No type of ivy or flowering vines are allowed to grow on the fence. No flower boxes or ornaments may sit on top of the fence. The Unit Owner is responsible for the upkeep and maintenance of any landscaping improvements made by the Unit Owner.

6. **Flags-** A college flag may be displayed only on game day. There are no other flags permitted to be displayed or flown other than the following flags: flags approved by the Board in writing, the United States flag, the State of Ohio flag, the POW/MIA flag, blue star banner, gold star banner, and other service banners which have been designated as service banners with the U.S. Secretary of Defense. No other flags or banners of any other type are permitted to be displayed, flown, or hung within the condominium property in any manner unless the flag becomes approved by the Ohio legislature regarding pending flag legislation. The blue star banner, Silver Star banner, gold star banner and other service banners designated as such with the U.S. Secretary of Defense, may be displayed in a window of a Unit where an immediate family member has served or is currently serving in the military. The flag and flagpole are to be of an appropriate size consistent with the size and character of the buildings per Ohio law. The suggested size for the character and size of Rocky Ridge buildings is a flag pole no more than six(6) feet long and a flag no larger than 3' x 5'. The flagpole may be installed in these areas only:

- a) On or within the limited common elements appurtenant to a Unit or on the patio fence, and
- b) On the exterior of the building where the unit is located immediately adjacent to the Unit's front door, and preferably, opposite the front door.

Flagpoles are not to be attached to any other portion of the exterior of the building in which the Unit is located other than as described above, unless the board has provided authorization for another location. It is recommended that flagpoles not be installed within the ground of the limited common elements. It is recommended that no more than two (2) flags be flown or displayed at any Unit at any one time.

7. **Signs-** No signs are allowed on condominium property except for signs regarding the use of the common elements as approved by the Board and the signs advertising a Unit "For Sale" or "For Rent". (see "Sale of Condominium Unit" pages 1 and 2).

8. **Reasonable Requests for Accommodations and Modification-** The Board may grant reasonable requests for accommodations to the rules or provisions of the Declaration and Bylaws, or modifications to the condominium property to individuals who are disabled or part of a protected class under the Fair Housing Act. A policy regarding these requests and a form for making such a request is attached at the end of this Handbook.

Additional Rules

1. **Pets** (Declaration, Article III, 2 (I)) All Unit Owners are limited to household domestic pets only; not bred or maintained for commercial purposes. The household domestic pets shall be limited to dogs, cats, or birds; if a dog has been designated as a dangerous or vicious dog as defined in Ohio law or a local ordinance, that dog will not be permitted to remain on the condominium property.

- a) No household is permitted to have more than two domestic household pets at any given time without written Board approval.
- b) All pets must be walked on a leash with a maximum length of no more than ten feet; they shall not be free roaming in the common green space. No electronic or remotely controlled leashes and collars are permitted. All pets must remain under the physical control of the person walking the pet in the community.
- c) Animal wastes must be picked up and disposed of immediately or Owner may be subject to a fine.
- d) Dogs which bark consistently and are disruptive to other residents in the community are not allowed within the Community. If a resident has more than two written complaints regarding a barking dog, they may be subject to a violation.
- e) Unit Owners will be assessed the cost of repairing any property damaged by their pet, including any grounds maintenance due to urine on the grassy lawn areas.

f) No animals are permitted in the clubhouse or to attend any Board or Unit Owners' meetings unless the animal is a service animal or has been approved by the Board pursuant to Fair Housing Act requirements related to a request for a reasonable accommodation.

2. Parking/Vehicles (Declaration, Article 2 (f))

a) All cars and other vehicles shall be parked in garages or driveways allowing for parking in the other areas for guests; parking on any grass area or lawn is prohibited. Vehicles shall not be parked in such a manner as to impede access by Unit Owner, guests, emergency vehicles, or service contractors.

b) Vehicle repairs of any kind are only permitted inside the Unit Owners garage.

c) All vehicles parked outside of the garage must bear current license tags and be in operating condition. Disabled or abandoned vehicles may not be left on the condominium property for more than 48 hours.

d) To minimize damage to the asphalt, semi-tractors/trailer units and other large vehicles (where weight may be a problem) are **prohibited** within the Rocky Ridge Community.

e) RV's, mobile/motorized homes, boats or moving vans are limited on the property for 72 hours. Owners should seek Board approval prior to parking these vehicles in their driveway.

f) Dirt bikes, go-carts, snowmobiles or unlicensed vehicles shall not be used within the complex.

g) The Board may enforce these rules by having such vehicles towed and stored at the Owner's expense.

h) No commercial vehicles with visible advertising on the exterior of the vehicle are permitted to be parked on the premises unless the Unit owner or resident is receiving a service or goods and only for the duration of time those services or goods are being provided (i.e. construction vehicles for remodeling, cable or internet providers, carpet cleaning vans, etc.).

3. Trash-All trash is to be kept in the garage until the night before or morning of scheduled pick-up. Return trash cans to the garage as soon as possible after pick up, but no later than 24 hours after pick up by the refuse company.

4. Snow Removal - Snow removal in the common and limited common areas is done by an outside contractor. They are notified when the snow depth reaches three inches. Snow removal contractors work from a list of customers and usually begin plowing after the snow stops or is expected to stop. Unit Owners are discouraged from using ice melt product on concrete surfaces as it may damage the concrete. If the Unit Owner uses ice melt products on the concrete, other than sand or kitty litter, they are responsible for any repairs that may be needed.

5. Garage Sales- Garage Sales are prohibited on Rocky Ridge property.

6. Pest Control- The Unit Owner is responsible for pest control inside their unit. The Association is not responsible for insects or vermin entering from exterior areas of the unit, but will treat lawns and control pests in the common areas. If there is an infestation of insects or vermin from one unit to another and the owner of the Unit causing the infestation does not adequately abate the infestation, the Association has the authority to enter the affected Units and treat each Unit to eliminate the infestation. The costs related to eliminating the infestation in all affected Units will be charged to the Unit from which the infestation originally began.

7. Satellite Dishes- Satellite dishes are prohibited on the Common Elements and may only be installed within a Limited Common Element unless the Board has approved another location in writing. The dish may not be visible above the patio fence line or attached to the patio fence. The size of the satellite dish is limited to no larger than one meter in diameter (39.37 inches). There is a limit of only one dish per Unit. The Unit Owner is responsible for all costs related to the installation and removal of the satellite dish and any accessories including the mount and wiring associated with that satellite dish. The Board will comply with all FCC regulations regarding the placement and use of satellite dishes in the

community. The Board may require landscaping surrounding the satellite dish if it is placed in view of another Unit so long as that landscaping does not interfere with the signal to the satellite dish.

Insurance-(See Declaration, Article XI) The Declaration provides detailed information about insurance requirements for the Association. Unit Owners shall obtain their own coverage for liability and personal property insurance. Unit Owners should be sure to check with the Managing Agent as to the amount of the Association's insurance deductible to be sure they have adequate insurance coverage.

Assessments, Liens and Reserve funds- (See Declaration, Article XV) Each Unit Owner is required to pay all condominium assessments, including enforcement assessments or special assessments levied by the Association.

Payments to the Association will be credited in the following manner: First, to the interest (if any) owed on the account; Second, the late fees or administrative costs charged to the account; Third, to the attorney's fees, paralegal fees, court costs and filing fees charged to the account; and Last, to the oldest principal balance owed to the Association for condominium assessments, including enforcement assessments and special assessments.

1. Maintenance fees and assessments are payable to Rocky Ridge Condominium Association on or before the first of the month and are considered late if not received or postmarked by the 10th of the month. They are to be sent to the Managing Agent using the remittance slips received at the first of the year.
2. Fees must be postmarked by the 10th day of the month or a late fee of \$25.00 will be assessed to the Unit Owner. A late fee will be assessed for each month the balance remains delinquent.
3. Delinquent fees in the amount of \$500.00 or more will result in a lien against the Unit and the Unit Owner will be responsible for all costs related to the preparation, filing, and recording of the lien and the lien release. This includes all attorney and paralegal fees. All legal fees, filing and recording fees, will be added to the balance due on the account.
4. Delinquent fees in the amount of \$1,000.00 in arrears will result in foreclosure. The owner will be responsible for the payment of all costs related to the foreclosure including, all filing fees, attorney fees, paralegal fees, and all court costs.
5. The Board has the discretion to file a lien if, in the best interest of the Association, it must be filed prior to the \$500.00 threshold as stated in #3 above. The Board has the authority to file small claims or municipal court actions at any time to collect unpaid assessments and charges attributable to a Unit Owner. The costs, including all court costs and filing fees, attorney's fees and paralegal fees will be charged to the Unit Owner's account.
6. The Board may enter into reasonable payment plans if deemed proper and in the Association's best interest in an effort to collect unpaid assessments or other charges from a Unit Owner.

Complaints- Complaints about violations are to be made to the Managing Agent, in writing, and must contain the signature of the individual filing the complaint. Complaint forms can be downloaded from the RRC Website (RRCONDO.ORG) or copied from the Form included in this Handbook. After receipt of the complaint, the Managing Agent will, in most instances, contact the alleged violator and attempt to gain the violator's agreement to cease the violation. If reasonable efforts are unsuccessful, the Unit Owner will be subject to enforcement procedures and assessments for rule violations.

Enforcement procedure for violations- Any owner who violates a rule that affects the rights of others or their property, as determined by the Managing Agent and the Board of Directors, shall be subject to receiving a violation letter and possible enforcement assessment.

An assessment of up to, but not exceeding, fifty dollars (\$50.00) per occurrence, may be levied by the Board against any Unit owner found in violation of the Declaration and Bylaws or rules and regulations of this Handbook. The Unit Owner will be responsible for the payment of any enforcement assessments related to violations committed by the Unit's occupants and guests. In addition, all costs involved with extra cleaning and/or repairs to any portion of the condominium property, stemming from the violation, will be added to the Unit Owner's account. If a legal remedy is required, the Unit Owner will be assessed all attorney fees, paralegal fees, filing fees and court costs related to the enforcement.

Pursuant to Ohio law, if a Unit Owner timely requests a hearing with the Board within ten days of receiving the violation notice with an intent to impose an enforcement assessment, a hearing will be held in Executive session between the Board and Unit Owner charged with the violation where they are given a chance to present statements of evidence on their behalf.

Clubhouse Rules- The Clubhouse is for the private use of the Rocky Ridge Condominium Association Unit Owners and their guests. It is a non-smoking facility. Only Unit Owners or spouses of a Unit Owner may reserve the clubhouse; residents are discouraged from booking any event to be used primarily by individuals outside of RRC. The use of the Clubhouse is scheduled by contacting a Board member. There is no fee or deposit required. The Unit Owner scheduling the Clubhouse shall assume full financial responsibility for all damages to the Clubhouse and/or property in the Clubhouse, including theft of any Association or personal property. Unit Owners reserving the clubhouse must adhere to certain guidelines below and will be held fully responsible for all aspects of the clubhouse use during the scheduled event. That responsibility extends to excessive noise, disruptive or destructive behavior of those attending, and any and all damages that may occur while the building is in the care of the Unit Owner reserving the Clubhouse. An enforcement assessment or charge for any damages will be charged to the Unit Owner reserving the facility. If there is a failure to pay for the expense to repair any damages or replace any stolen or missing Association property, all charges will be assessed against the Unit Owner's account and that account will then be subject to collection actions if not timely paid.

In addition, the Unit Owner, reserving the clubhouse, shall be responsible for assuring that:

1. The Clubhouse is not to be reserved for profit-making or commercial use.
2. There are no more than 40 persons inside the clubhouse at any time (in compliance with fire regulations).
3. Parking does not infringe on resident parking areas or on lawns.
4. The clubhouse is clean and all trash is removed when the event is concluded.
5. The thermostat is returned to 65 degrees (winter) 75 degrees (summer) and the building is locked, and secured.
6. The building is vacated by 12 midnight.
7. All items on the **CLUBHOUSE CLEANUP CHECK LIST** have been completed.

Unit Owners and/or their guests are fully responsible for all personal or other items they bring to the clubhouse. The Association shall not be responsible for any items reported damaged, lost or stolen.

After the event, the Clubhouse will be inspected by a member of the Board.

Forms- There are certain actions that require completion of various forms. Additional forms may be downloaded from the RRC website at www.rrcondo.org or copied from the back of this Handbook. There may be additional forms available at the clubhouse. There are currently the following forms:

Form 1: Maintenance Request.

This form is to be completed and sent to the Managing Agent when the Unit Owner requires maintenance and/or when the Unit Owner requests cleaning of a dryer vent. See the cover page of this Handbook for the contact information of the Managing Agent.

Form 2: Modification/Improvement Request.

This form is to be completed and submitted to the Managing Agent when the Unit Owner has a special request to modify/improve their unit, or Common Elements/Limited Common Elements areas. It should be filled out with as much detail as possible. The Board reviews the request and a vote of the majority of the Board is needed before the request is approved. No improvements should commence without prior written Board approval.

Form 3: Formal Complaint.

This form is to be completed when a Unit Owner wishes to file a formal complaint against a Rocky Ridge resident who they believe to be in violation of the Association's Declaration, Bylaws and/or Rules. It should be filled out with as much detail as possible and signed by the person filing the complaint. Unsigned complaints will not be reviewed. The completed form should be sent to the Property Management Company. The Property Management Company will take the appropriate steps to investigate the complaint and seek to bring forth a resolution.

Form 4: Reasonable Requests for Accommodations and Modifications pursuant to Fair Housing Act- This form is to be used only by residents who are disabled and who are requesting a reasonable modification to a portion of the condominium property or a reasonable request for accommodation to the rules or provisions of the Declaration and Bylaws. There are specific legal policies and procedures which will be followed regarding these requests.

Form 5: Document Inspection Request Form- This form is to be completed and sent to the Managing Agent for any request for inspection or copying of the Association records.

FORM 1

**ROCKY RIDGE CONDOMINIUM ASSOCIATION
MAINTENANCE REQUEST**

Name: _____

Address: _____

Phone: _____ Date of Request _____

- Check this box if request pertains to cleaning of dryer vent
- Check this box if request pertains to maintenance/repair of item other than dryer vent

Describe the request in detail including the location:

Signature: _____

This form can be transmitted via email, US mail, or phoned to our Managing Agent. The address of the Managing Agent can be found on the front cover of this Handbook.

FORM 2

**ROCKY RIDGE CONDOMINIUM ASSOCIATION
MODIFICATION/IMPROVEMENT REQUEST**

Name: _____

Address: _____

Phone: _____ Date of Request _____

To expedite the approval process, please provide **detailed information** about the proposed changes. Include diagrams and product literature, if available, and who will complete the work.

Please check any of the items below that are applicable to this request:

Exterior lighting Landscape lighting (front mulch beds; only black, bronze or silver)

Bird bath Bird feeder Screen/Storm doors (full view, black)

Landscape (If the landscape service contractor deems it necessary to charge more as a result of the modification, this charge will be assessed to the specific unit owner).

Satellite Dish (no larger in diameter than 39.37"(one meter) Other

Estimated start date: _____ Estimated date of completion: _____

Detailed description: (Use reverse side or additional pages as necessary)

All modifications/improvements shall conform to existing design color and materials within the community. All State and Local codes must be followed. Permits, if required, must be obtained prior to any modifications.

REQUEST APPROVED: _____ **REQUEST DENIED:** _____ **DATE:** _____

Signature (Board president): _____

This form can be transmitted via email or U.S. Mail to the Managing Agent. The address of the Managing Agent can be found on the front cover of this Handbook.

FORM 3

**ROCKY RIDGE CONDOMINIUM ASSOCIATION
FORMAL COMPLAINT**

Name: _____

Address: _____

Phone: _____

Name of Violator: _____

Address of Violator: _____

Nature of Violation: (Provide a detailed description, including location, date, time, etc.)

Signature: _____ Date: _____

This form can be transmitted via email or U.S. Mail to the Managing Agent. The address of the Managing Agent can be found on the front cover of this Handbook.

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ROCKY RIDGE CONDOMINIUM ASSOCIATION
REQUEST FOR REASONABLE ACCOMMODATION OR MODIFICATION

You are encouraged to use this form in requesting a reasonable accommodation or reasonable modification. Using this form will assist the Board of Directors in understanding the nature of your request, the need for your request, and to process your request in a timely and efficient manner.

You will be provided with a written response within 14 business days from the date the Managing Agent receives this form (unless additional information is needed or unless you agree to a longer period of time). The Managing Agent will let you know if the Board needs more information from you, verification from a health care professional, or if the Board would like to talk with you further about other ways to meet your needs. If the Board denies your request, the Board, through the Managing Agent will explain the reasons for the denial in writing.

If your request is denied, you will have the opportunity to appeal the decision. A copy of the *Procedures For Requesting a Reasonable Accommodation and Modification* has been provided with this request form.

All information you provide will be kept confidential and be used only to process your request.

- 1. Applicant's Name: _____
 Address: _____ Phone: _____

*If making this request on behalf of an Applicant, please provide the name, address, and telephone number of the person making this request:

- 2. The Fair Housing Act defines a "person with a disability" as: 1) individuals with a physical or mental impairment that substantially limits one or more major life activities; 2) individuals who are regarded as having such impairment; and 3) individuals with a record of such impairment.

_____ Yes, I have a disability which meets the above definition

_____ No, I do not have a disability which meets the above definition

- 3. If yes to #2 above, please state the nature of the functional impairment(s) that substantially limits one or more major life activities:

- 4. Please describe the reasonable accommodation or reasonable modification that is being requested:

FORM 4 CONTINUED-

5. Please describe how the disability is related to the requested accommodation or modification: _____

You MAY be asked to allow us to verify the need for this accommodation or modification. If so, the information we obtain will be kept completely confidential and used solely to determine whether the requested accommodation or modification is necessary.

6. If you have additional information you would like to provide regarding the requested reasonable accommodation or reasonable modification, please use this page or attach it to this form.

This form can be transmitted via email or U.S. Mail to the Managing Agent. The address of the Managing Agent can be found on the front cover of this Handbook.

POLICY AND PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE

ACCOMMODATIONS AND REASONABLE MODIFICATIONS

The Board of Directors has adopted the following policy and procedure for processing a resident's request for a reasonable accommodation or reasonable modification. If you have any questions or concerns about these procedures please do not hesitate to contact the Board of Directors or the Association's Manager directly.

1. Applicants are encouraged to complete the Association's form to formally request a reasonable accommodation or reasonable modification. Applicants are also encouraged to use the Association's form letter and verification or certification if additional information is requested by the Board of Directors from your physician or health care professional regarding your request. Using the forms will assist everyone involved with efficiently processing a request and providing a prompt response to the Applicant.

The request form and all other forms are to be returned via U.S Mail or email to the Managing Agent. *All forms completed by Applicant or his/her physician or health care provider shall be mailed to this same mailing or email address.

2. The Board of Directors will review the request to determine if the documentation that has been provided is sufficient to approve the request. The Board of Directors may contact the Applicant to ask additional questions if necessary. The Board of Directors may require the Applicant to provide verification of the need for the request and a certification from a health care professional familiar with the Applicant's disability. It is the Applicant's responsibility to send all forms to his or her physician or health care professional as requested.
3. Timelines For Reasonable Accommodation Requests: Reasonable accommodation requests are processed as soon as possible with a response provided to the Applicant no later than fourteen (14) business days from the date the request is received by the Managing Agent unless additional information or a certification from your health care professional is needed. If additional information or a certification from your health care professional is needed, a written decision about the request will be provided to the Applicant within five (5) business days of receiving the verification and certification from your health professional. The association has no control over the length of time it takes for a health care professional to return the necessary verification and certification documents. Any verification or certification for an Applicant must be dated within six (6) months of the request or the Board of Directors has the right to request an updated verification or certification regarding any request.

Additional Timelines For Reasonable Modification Requests: Reasonable modification requests are processed as soon as possible with a response provided to the Applicant no later than fourteen (14) business days from the date the request is submitted with all necessary paperwork, including drawing(s). If the Applicant is requesting an exterior modification to the dwelling, a drawing and specifications showing the dimensions and location of the modification must be included with the modification request. If the Applicant is requesting a modification to the common elements only (such as a parking area), a basic drawing showing the general location only is necessary. The decision regarding a modification will also contain information as to whether the Applicant or Association will pay for the requested modification.

4. If the request is approved, the Board of Directors will provide notification of the approval in writing to the Applicant. If the request is denied, the Board of Directors will provide notification of such denial in writing to the Applicant with the reasons for the denial.

5. The Applicant has the right to appeal a denial by requesting a hearing with the Board of Directors, in writing, no later than ten (10) days after receiving written notification of the denial. Within seven (7) days from the date of the request for a hearing, the Board of Directors will provide the Applicant with written notice of the time, place, and location of the hearing. The Applicant may provide any additional information he or she feels necessary at the hearing. Within ten (10) days after the date of the hearing, the Board of Directors will provide the Applicant with written notification that the Board has either affirmed or overruled its decision of a denial.

6. ALL COMMUNICATIONS, INCLUDING ANY DISCUSSIONS WITH THE APPLICANT, SHALL REMAIN CONFIDENTIAL AND ANY DOCUMENTS OBTAINED IN RELATION TO THE APPLICANT'S REQUEST SHALL REMAIN CONFIDENTIAL AND NOT OPEN TO THE PUBLIC FOR INSPECTION.

7. Any Director that has a conflict of interest will recuse himself or herself and the remaining members of the Board of Directors shall make the decision as to the Applicant's request.

DOCUMENT INSPECTION REQUEST FORM

DOCUMENT ROCKY RIDGE CONDOMINIUM
ASSOCIATION DOCUMENT REQUEST FORM

Pursuant to the Document Policy adopted by the Board of Directors for Rocky Ridge Condominium Association, A Unit Owner requesting to inspect the Association’s books and records must submit the request to the managing agent in writing and at least five (5) business days prior to the desired date of inspection. The request for inspection must do all of the following: (1) the purpose for the inspection; (2) agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) specify the type of documents and dates/months to be inspected; and (4) if the unit owner wants copies of certain documents prepared for the inspection, specify the type and dates/months of documents to be copied.

****Please fill out the form below and include your signature and the date you submitted the form request (Requests for documents will not be acknowledged without this form completely filled out).**

Name: _____

Address: _____ Unit No. _____

1. I am requesting the following documents from the condominium association:

2. I agree not to use or distribute any documents or information obtained during the inspection for any purpose other than what is stated on this form ___Yes ___No

3. I am requesting the documents described in number 1 above for the following reasons:

4. I am requesting the documents described in number 1 above for the following dates:

5. If documents are to be copied within specific dates, please provide those dates below:

Signature

Date Form Submitted

This form can be transmitted via email or U.S. Mail to the Managing Agent. The address of the Managing Agent can be found on the front cover of this Handbook.

DOCUMENT INSPECTION POLICY

WHEREAS, Article VII of the *Bylaws (Code of Regulations) of Rocky Ridge Condominium Association* (the "Bylaws") provides: "The books, records, and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders, insurers, and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium Organizational Documents and the rules and regulations governing the operation of the Condominium."

WHEREAS, Ohio Revised Code Section 5311.091(A) provides: "Except as otherwise prohibited by this section, any member of a unit owners association may examine and copy the books, records, and minutes described in division (A) of section 5311.09 of the Revised Code pursuant to reasonable standards set forth in the declaration, bylaws, or rules the board promulgates, which may include, but are not limited to, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents."

WHEREAS, Ohio Revised Code Section 5311.091(B) provides: "The unit owners association is not required to permit the examination and copying of any of the following from books, records, and minutes: (1) Information that pertains to condominium property-related personnel matters; (2) Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters; (3) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (4) Information that relates to the enforcement of the declaration, bylaws, or rules of the unit owners association against unit owners; [or] (5) Information the disclosure of which is prohibited by state or federal law."

WHEREAS, pursuant to the authority granted to it under Ohio Revised Code Chapter 5311 and the Bylaws, the Association's Board of Directors ("Board") hereby adopts the following policy regarding inspection and copying of the Association's books and records:

- A. A unit owner requesting to inspect the Association's books and records must submit the request to the property manager in writing and at least five (5) business days prior to the desired date of inspection. The request for inspection must do all of the following: (1) the purpose for the inspection; (2) agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) specify the type of documents and dates/months to be inspected; and (4) if the unit owner wants copies of certain documents prepared for the inspection, specify the type and dates/months of documents to be copied.
- B. A unit owner may assign a representative (e.g., an attorney, accountant, or other individual providing a professional service for the unit owner) to inspect the Association's records on his, her, or its behalf, but the unit owner must provide written notice of the assignment to the Manager prior to the inspection, which shall include the following: (1) name, business telephone number, and business e-mail address of the representative; and (2) relationship to the unit owner (e.g., attorney, accountant, or other professional service provider). The designated representative will be subject to this Document Inspection Policy, as well as all of the other governing documents for the Condominium, while acting on behalf of the unit owner.
- C. The Association's managing agent may only keep specific documents for definite periods of time. A unit owner will not be able to inspect or copy documents that are no longer kept on record with the Manager.
- D. The Association's records will only be available for inspection during the Manager's normal business hours, which, at the time of the adoption of this Document Inspection Policy, are 9:00 a.m. EST to 5:00 p.m. EST. Unless otherwise agreed to by the Board or Manager, records may only be inspected Monday through Friday.

- E. All original copies of the Association's records will not be permitted to leave the presence of the Manager. Accordingly, a unit owner must copy any document that the unit owner would like to take from the Manager. The unit owner requesting copies of Association records will be charged a reasonable copy fee of 13¢* per page/ per side of any document copied for the unit owner. (** fee subject to change*)
- F. In addition to 13¢* per page/ per side for copies of Association records, unit owners will also be required to pay \$18.00* per hour for the administrative costs of the Manager for gathering the requested documents. This cost is the actual cost charged by the Manager to the Association in response to document inspection and copying requests, and this cost will be passed on to the unit owner for whom this cost was incurred. (** fee subject to change*)
- G. After accumulating all documents related to a unit owner's request, the Manager will calculate the copying fees and administrative costs associated with the request for inspection and submit an invoice for those fees and costs to the requesting unit owner. The unit owner must remit payment for the invoice before the Management Company is authorized to release the copies of the requested records to the unit owner.
- H. The following records of the Association that **will** be available for inspection:
- a. The Association's accounting records showing the collection of common assessments paid by the Association's members;
 - b. The Association's accounting records that specify the receipts and expenditures relating to the Condominium's common elements and other common receipts and expenditures, which records include monthly, yearly, and year-to-date income and expense reports and balance sheets;
 - c. Monthly bank statements for all accounts held in the Association's name, with the account numbers redacted;
 - d. Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among the Condominium's unit owners;
 - e. Annual budgets adopted by the Association;
 - f. The names and addresses of the unit owners and their respective undivided interests in the common elements;
 - g. The Declaration of Condominium, all amendments to the Declaration, the Bylaws, the Association's Articles of Incorporation, and the Association's rules and regulations;
 - h. The declarations pages or Acord certificates for all of the Association's insurance policies;
 - i. Reserve studies; and
 - j. The Association's meeting minutes for all annual and special meetings of the members of the Association, as well as all Board-approved minutes from any regular Board meeting (except confidential information will be redacted as needed).
- I. The following records of the Association **will not** be available for inspection unless specifically approved by the Board:
- a. Minutes for Board executive session meetings;
 - b. Information related to Condominium property-related personnel matters, including, but not limited to, time sheets, rate of pay, job applications, and performance reviews;
 - c. Any agreements or communication with the Association's legal counsel; the Association's attorney's work product pertaining to potential, threatened, past, or pending litigation; communications and opinions from or to the Association's counsel regarding other Association- and Condominium property-related matters; and communications to, from, or between the Association's counsel, Board, or Manager;
 - d. Any documents or reports prepared by the Board or at the Board's request for potential, threatened, past, or pending litigation;
 - e. Information that pertains to transactions currently under negotiation, including, but not limited to, unaccepted bids and quotes from prospective contractors or other service providers;
 - f. Information that pertains to contracts or other agreements containing confidentiality requirements and that are subject to those requirements;
 - g. Contracts with contractors, service providers, or professionals hired by the Association;
 - h. Information that relates to the enforcement of the Declaration and its amendments, the Bylaws, the Association's rules and regulations, and any other governing document of the Association, including enforcement and collection letters, notices, hearing notes and minutes, decisions, specific identification of unit owners delinquent in the payment of their assessments to the Association, or any other information related to enforcement of the Association's governing documents;
 - i. Information and documents regarding insurance claims unrelated to the requesting Unit Owner;

- j. The telephone numbers or e-mail addresses of the Association's Unit Owners or their tenants on file with Management; or
 - k. Any information the Association is prohibited to disclose pursuant to federal, state law, or local law.
- J. The Board reserves the right to deny inspection of any documents within the Association records until such time as the unit owner provides a "reasonable and proper purpose" for inspection and copying of such documents, as deemed appropriate by the Board.