

MACINTOSH FARMS CONDOMINIUM NO. 1

OWNERS ASSOCIATION



RULES AND REGULATIONS

Revised July, 2011

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MacIntosh Farms Condominium No. 1 Owners Association

About Us

MacIntosh Farms Condominium No. 1 Owners Association is a "deed restricted" community comprised of 213 Units. The governing documents (i.e. The Declaration of Condominium Ownership and Bylaws) were originally filed with the Cuyahoga County Recorder on August 6, 1986 (Volume 86-4892, page 07 et seq) entitling the development to be classified as a Condominium property. The buildings were constructed between 1986 and 1990.

The term "condominium", literally translated from the original Latin, means "joint dominion". In a Condominium, there is no individual ownership of property. The Unit Owners jointly own all land including the structures themselves which are usually referred to as the "Common Element". The "Limited Common Elements" are those areas that are outside the buildings but are intended for the exclusive use of an individual owner, such as porches, sidewalks and patios installed as part of the original structure.

Ownership in a Condominium association requires a joint financial responsibility for the Common Elements upkeep which is mainly, although not entirely, addressed through the monthly maintenance fee.

Some first time Condominium buyers may be surprised to learn that ownership also necessitates compliance with a relatively modest number of Rules that are listed in the governing documents. These restrictions require Unit Owners, Occupants and their guests to comply with certain freedom limitations to reasonably maintain a safe, attractive, comfortable and enjoyable living environment for all.

Condominium ownership is desired and appreciated by many people. However, it is not appropriate for everyone. If an individual believes that "I bought this property so I can do whatever I want", he/she should undoubtedly reconsider joining our community. And we are, in the truest sense of the word, a community, which requires consideration and cooperation from each of us for all of us to be successful.

This booklet is intended to explain to Unit Owners how the Association functions, how it is governed and your rights and obligations as a member which you automatically became when you purchased your Unit. It is an updated version with emphasis given to information that the Board believes will be of most relevance to every Occupant. Thank you for taking the time to review it.

With continued best wishes,
The Board of Directors for MacIntosh Farms
Condominium No. 1 Owners Association

MANAGEMENT

The Board of Directors

The governing documents of MacIntosh Farms Condominium No. 1 Owners Association give a substantial amount of authority, along with the accompanying responsibility to a Board of Directors. As with society in general, a housing community requires a group of individuals whose focus is on the communal welfare of all Occupants.

The three primary missions of the Board are:

1. To assure that Association funds are managed in a prudent manner.
2. To reasonably maintain the Condominium Property.
3. To enforce the Rules as mandated by the Declaration and Bylaws.

The Board of Directors consists of five members. Each member serves for a two-year term after being elected at the Association's annual meeting which is held in September of each year. Notice of the date, time and place of this meeting is sent to each Unit Owner thirty (30) days prior to the event. Any Unit Owner or spouse is eligible and shall be considered for Board membership upon request.

The regular monthly meeting of the Association is held on the last Monday of each month (except December) at 7:00 p.m. at the MacIntosh Farms Community Association's Red Barn. Occupants are encouraged to attend. Unit Owners are routinely allotted a reasonable amount of time, as determined by the President, to address matters they may wish to bring to the attention of the Board.

The Board requests and appreciates your cooperation in respecting that its members are volunteers, not employees and should not be contacted directly about Association business outside of the monthly meetings.

Board members are not individually responsible for resolving Association concerns and can only decide issues brought to their attention by the management company. The only exception to this policy is that a Unit Owner may send a letter directly to the Board President if he/she has a complaint concerning the management company itself.

Management Company

The Board of Directors employs a professional management company to carry out the work necessary to maintain the MacIntosh Farms Condominium No. 1 operations on a day-to-day basis and to attend to the Association's financial matters. The present management agency is:

Reserve Realty Management Co.
480 W. Aurora Road
Sagamore Hills, Ohio 44067
(330) 467-0828

Our Association Manager is W. Allen Wargo. Reserve Realty Management Co. is available during normal business hours from 9:00 a.m. to 5:00 p.m., Monday through Friday. Usual maintenance requests should be made during these times. The emergency pager number is 888-341-6988. As the name suggests, this number is not for routine matters but for those issues which may be reasonably considered as urgent and occurring after business hours or on weekends. **In case of an emergency, such as a fire, you should contact the fire/police departments at 911.**

Insurance

The Association's insurance coverage requirements are as outlined in the MacIntosh Farms Condominium No. 1 Declarations. All unit owners should have what is known as a homeowner's policy that covers their personal property and betterments and improvements.

Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone number of the Association's Insurance Agent.

Only the Board of Directors may submit claims against the master insurance policy.

Maintenance Fee

Each Unit Owner will receive a monthly statement for one-twelfth of the annual assessment prorated to his/her Unit. The budget for the following year is determined by the Board of Directors in November. All Unit Owners are sent a copy of the next year's budget in December.

The monthly maintenance fee is due on the first day of each month. If payment is not received before the eleventh (11th) day of each month, a \$25.00 late charge is assessed. If payment is not made within ninety (90) days of the original due date, the account is automatically forwarded to the Association's legal firm for collection action to be initiated. The Association's governing documents allow that all legal fees spent to collect delinquent fees shall be charged to the responsible Unit Owner's account.

Please note that the MacIntosh Farms Condominium No. 1 Owners Association is a non-profit corporation in the State of Ohio and as such relies solely on the full and timely payment of fees from all Unit Owners to meet its financial obligations.

Master Association

The Master Association, also referred to as the MacIntosh Farms Community Association, is responsible for the maintenance of the following:

Community Center (Red Barn)
Public Walkways
Main Entrances
Street Entrances
Tennis Court

Pools
Ponds
Signs, Fences and Landscaping along
MacIntosh Lanes North and South

The Master Association has a Board of Trustees and employs a management agent, Nancy-Anne Wargo at Reserve Realty Management Co. Please contact her with concerns and/or questions regarding the above as well as the rental of the Red Barn. The Master Association's open meeting dates are published in advance. All Occupants are welcome to attend.

The Master Association must also agree with any exterior changes or additions to the Units or Common Elements even though these changes may have already been approved by the MacIntosh Farms Condominium No. 1 Board of Directors. While disapproval under such circumstances is extremely rare, it can occur. Therefore, it is recommended that before any changes or additions to the exterior of your Unit are made or contracted for, you have written approval from both organizations. Please be advised that unauthorized changes or additions will be adjusted at the Unit Owner's expense.

In addition to the MacIntosh Farms Condominium No. 1 Rules, all Unit Owners, Occupants, and guests are subject to the Rules of the Master Association as well. The Rules of both organizations are essentially the same; however, in some instances one Association's Rules may be more restrictive than the other's. In such cases, the more stringent rules apply and are those listed in this publication.

Association Maintenance Responsibilities

MacIntosh Farms Condominium No. 1 Owners Association is responsible for the reasonable maintenance and repair of the following:

- | | |
|--------------------------------------------|--------------|
| Landscaping (installed by the Association) | Driveways |
| Roofs | Siding |
| Picket Fences | Gutters |
| Roadways | Snow Removal |
| Door Trim | Shutters |
| Window Trim | |

Please note - The Association is responsible for the structural part of the porches. If the owner has added a porch or deck the maintenance on this would be the responsibility of the owner.

* * * * *

Inspection or service on the above can be obtained by notifying Reserve Realty Management Co.

Unit Owner Maintenance Responsibilities

Unit Owners are responsible to maintain the following:

- | | |
|----------------------------------------------|-------------------------------|
| Exterior Light Fixtures | Landscaping done by Homeowner |
| Air Conditioning | Chimney Arrestor Cap |
| Sidewalks | Decks and patios |
| Dryer Vents (must be vented to outside) | All window glass and screens |
| All doors, hinges, locks, latches & hardware | |

Alterations and Additions

All structural or aesthetic changes in the Common Elements or Limited Common Elements are prohibited without written approval of the Board of Directors.

Plans for proposed changes or additions (including reasonably accurate diagrams) must be submitted to the Board and written approval from them must be obtained before such work operations are commenced. Work may be performed by a licensed contractor or the Unit Owner who accepts the responsibility for obtaining the required permits from the City, if required. The Unit Owner acknowledges that by applying for such permission to add or alter, he/she accepts responsibility for maintenance and the duty to notify future Unit Owners of all such agreements.

It should be understood by Unit Owners that the Board of Directors is reasonably dedicated to preserving the appearance and character of the MacIntosh Farms No. 1 original development. Please bear this in mind when considering requests for additions or alterations to your Unit.

To submit a request for an exterior modification the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for exterior modification.

Complaint Procedure

Complaints against Unit Owners, Occupants, or their guests observed to be violating the Rules must be submitted to the management company in writing and must contain the date, nature of the complaint, telephone number and signature of the individual filing such complaint. The management company has pre-structured "complaint forms" for such instances. These forms are available to Occupants upon request. It is important that each observed violation be documented separately.

The Management Company will, as soon as practical, contact the Unit Owner of the Unit where the violation(s) is alleged to have occurred and reasonable efforts to obtain his/her cooperation to resolve the issue shall be made.

If all such attempts are unsuccessful, and the responsible Unit Owner does not address the matter to the satisfaction of the Board, enforcement actions may be instituted. Such measures can include enforcement assessments, liens, or a petition to the Common Pleas Court (civil division) for eviction from the Condominium Property.

PLEASE NOTE: The Board of Directors will assist Occupants with any complaints that they may have. However, in order to do so, we must be made aware of the problem(s) and follow the enforcement procedures.

Enforcement Procedures

The Declaration and Bylaws states that the Unit Owner of any Unit is legally responsible for violation of the Rules committed by his/her Unit's Occupants, tenants, or the guests of either.

Any behavior or conditions that, by majority vote of the Board, are judged as adversely affecting the rights of other Unit Owners to the enjoyment of their Unit can result in legal action against the responsible Unit Owner.

The entire amount of effectuating a legal remedy necessary to impose compliance, including attorney(s) and court cost fees shall be added to the account of the responsible Unit Owner.

In addition to any other action and in accordance with the procedure outlined in this section, an enforcement assessment of up to, but not exceeding fifty dollars (\$50.00) per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board to the responsible Unit Owner's account. All additional fees for extra cleaning and/or repairs stemming from the violation of a Rule will be added to the responsible Unit Owner's Account.

Prior to the imposition of any enforcement assessment for a Rule violation, the following procedure will be adhered to:

- A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws, or Rules by the Unit 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 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 attorneys' fees, shall be added to the account of the Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an Unit 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 Unit Owner specifying:
 - a. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment;
 - b. A description of the property damage or violation;
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 2. To request a hearing, the Unit Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth (10th) day after receiving the notice required by Item E-1 above.
 - a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit 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 Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
 3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

Vehicles and Parking

All roadways within the Condominium Property have been designated by the Board of Directors as **FIRE LANES**. This applies to the entire road, not just the side of the street on which signs may be posted. The Board feels it is absolutely necessary to provide for completely unhampered access to all areas of the Condominium Property by fire and other emergency apparatus. Therefore parking of vehicles on the roadways, except for temporary delivery or repair purposes is prohibited. At all times, drivers of these vehicles must remain immediately available to remove them if required.

The Unit Owner or Occupants of a Unit are responsible to inform their visitors of this provision. Guest parking is allowed in driveways or the cul-de-sac parking areas. While the Board realizes that this restriction can be burdensome at certain times for Occupants, we also understand that inconvenience cannot be considered more important than Occupant and Unit safety.

Unit Owners who permit such violations may be levied an enforcement assessment. Please note that the Broadview Heights Police Department has the authority to immediately remove a vehicle that is deemed to be a hazard to public safety (Ord. 13-73 passed 2-5-73).

Occupant's vehicles are prohibited to be parked or stored in the cul-de-sac parking areas. Aside from enforcement assessments that may be levied against the Unit Owner, the Association reserves the right to remove the offending vehicle at the Owner's expense.

The following vehicles are prohibited from storage on Condominium Property. (For the purpose of this section, a vehicle is considered "in storage" if parked overnight.)

1. Trucks (not parked in garages);
2. Recreational vehicles and motor homes;
3. Buses;
4. Boats and boat trailers;
5. Campers and camp trailers;
6. House trailers;
7. Horse trailers;
8. Vehicles which are licensed, painted, signed or obviously intended for commercial purposes (not parked in garages);
9. Vehicles without two currently valid license plates;
10. Vehicles which are unable to be started or moved under their own power;
11. A vehicle that is in such a state of disrepair that the Board deems it to be an "eyesore".
This is anything that substantially detracts from the pleasant visual appearance of the Condominium Property.

Garage doors must be kept closed except for ingress and egress.

General Restrictions

A. Each Unit shall be used as a residence only by the Unit Owner and or his/her family. Activities that are inconsistent with the residential character of the original Condominium Property or that are in violation of the Broadview Heights zoning ordinances are prohibited.

Industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism or exploration is prohibited to be conducted or maintained on any part of the Property.

B. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements or Limited Common Elements without the prior written approval of the Board.

C. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property. Unit owners are prohibited to do anything which will cause cancellation of said insurance or be in violation of the law.

D. Unit Owners are prohibited to cause or permit anything to be hung or displayed on the outside windows or placed on the exterior walls. Signs, awning, canopy, shutter, radio, television antenna are prohibited to be affixed to said walls or the roof of the structure. Curtains, drapes, shades or blinds are prohibited to be displayed in or from any window or glass door without prior written consent of the Board of Directors unless the part within view from the exterior is white or light beige in color.

E. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed inside a Unit window or within the Limited Common Elements provided that the bracket is attached to the porch posts. The flag must be made of nylon, polyester, or cotton. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.

The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The installation of a free-standing flag pole in the ground is prohibited.

F. Holiday decorations may be displayed two (2) weeks before and after the holiday.

G. Dogs, cats and other commonly recognized household pets are permitted to be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose. The owner must carry liability insurance for any pet(s) that go outside the unit.

Pets must be on a hand-held leash and accompanied by the owner at all times while in the Common and Limited Common Elements. Tying or chaining any pet to the Common or Limited Common Elements is prohibited. Pet owners are responsible for the immediate and complete clean-up of any pet waste.

Additionally, such pets being declared a nuisance by the Board either upon observation or written complaints, must be permanently removed from the property within a three day period after written notification is made to the owner. Causes for a nuisance declaration include (but are not limited to) animals running free, annoying noise, aggressive behavior towards people or other animals and causing damage or pollution to the common areas. Owners are required to immediately remove their pet's waste material regardless of where on the property this occurs.

H. Bird feeders are acceptable as long as they are not attached to the Unit or placed on poles in the Common Elements. [No more than three (3) bird feeders are permitted per unit without Board approval.]

I. Any activity, either willfully or negligently committed or permitted by a Unit Owner or his/her Occupants or guests, occurring in any Unit, or on the Common Elements or Limited Common Elements, which cause annoyance or is offensive to other Unit Owners or Occupants will not be tolerated. Upon written and signed complaints, the Board will take whatever actions that are deemed necessary and reasonable to eliminate such behavior.

J. Clothing, sheets, blankets or any other articles are prohibited to be hung or exposed on the Common Elements or Limited Common Elements. All Common Elements (Limited or otherwise) shall be kept free and clear of rubbish, debris and other unsightly materials.

K. Storage of baby carriages, playpens, bicycles, wagons, recreational equipment, benches, chairs, or any other material on any part of the Common Elements, porches, deck, and patio areas is prohibited.

L. Only temporary "Open House" signs are permitted during the time the house is actually open for inspection. No "For Sale" signs or "For Rent" signs are permitted. Signs advertising any improvement services are prohibited.

M. "Garage Sales both individual and collective are prohibited. The act of inviting the public on to Condominium Property for gain can negate insurance coverage resulting from an accident or damage.

N. Unit Owners are responsible for removing snow and ice from their own walkways and porches.

O. The City of Broadview Heights will pick up trash on Fridays. Garbage should be put out only after 7:00 a.m. and not the night before. Animals often tear open containers to reach edible material during the darkness. Collections will not be made on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. In these instances, pickups will occur on the Saturday of the week involved. Recyclable material should be placed in blue bags.

At all other times, trash containers shall be stored in such a manner that they cannot be observed from surrounding units. Large items such as appliances and furniture will be removed by the City upon request by calling 440-838-8318 and then following the instructions.

P. Firewood stacked against the structure or on the porch is prohibited. Storage of wood inside the garage is done at the Unit Owner's risk. The Association does not provide for extermination on the interior of the Units. Chimneys burning firewood must be equipped with a spark arrestor cap. Chimney cleaning is the responsibility of the Unit Owner.

Q. Firearms and explosives of every kind are prohibited to be discharged. Snares of any type set for non-catch and release fishing, hunting or poisoning of wildlife are prohibited to be upon any portion of the Condominium Property, except for small rodent control.

R. Each Unit Owner shall maintain the outside light to assure it automatically goes on at dusk and remains on until dawn. Burned out bulbs or mantles shall be promptly replaced as required.

S. No person having been adjudicated a “sexual predator” or a “habitual sex offender” and is currently required to be registered with a designated agency is permitted to reside in or occupy a Unit within the Condominium Property.

T. Outdoor grilling too close to a Unit creates a real concern. This may create a fire hazard for not only your unit, but also that of the attached units. Please refer to the following City of Broadview Heights fire law which restricts the placement of grills.

“OUTDOOR COOKING EQUIPMENT – (a) No person shall install, construct or use, For the purpose for which such is designed, any chiminea, fire basket, patio heater, Hibachi, outdoor barbeque grill or other grill, broiler or oven of the domestic variety Commonly used for outdoor cooking, or other similar utensil, in a multifamily dwelling Of greater than two units other than upon the ground flood level of a premises and then Only if such utensil is located fifteen feet or more from any dwelling, garage or other structure or part thereof.”

U. Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Unit Owner contemplating the installation of a satellite dish/antenna elsewhere on the property must obtain and comply with the Association’s Satellite Dish Rules and Regulations (see form at back of this booklet) and must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used.

V. When applicable, a Unit Owner may obtain a copy of the “Request to Inspect Records” form by calling the Management office.

Sales and Leasing

A. Sale of a Unit

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 provide a certification of insurance from the buyer. Also required at this time are:

1. Names of all Occupants;
2. Home and business mailing addresses;
3. Home and business telephone numbers;
4. Sales price;
5. Mortgagee; and
6. Any change in this information must be relayed to the Association within thirty (30) days.

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 the proceeds due to the seller at the time of title transfer. The seller is responsible for providing the buyer with the following: (1) Copy of the Declarations and Bylaws and any amendments; and (2) Copy of the Handbook for Occupants.

B. Lease of a Unit

1. Leasing is prohibited, except to avoid an undue hardship or practical difficulty, and then must be with prior Board approval and only for a period not less than six (6) nor more than twenty-four (24) months.
2. "For Rent" signs are prohibited.
3. Leasing or sub-leasing a Unit for transient or hotel purposes, as defined as periods of less than six (6) months, or providing hotel, laundry and similar services, or roomers/boarders, is prohibited.
4. 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. Telephone number of tenant(s)
5. The Unit Owner is responsible for making the tenant aware of the Rules.
6. 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.
7. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.

EMERGENCY TELEPHONE NUMBERS

Fire Department (Emergency)	.....	911
Fire Department (Non-Emergency)	.....	440-526-3399
Police Department (Emergency)	.....	911
Police Department (Non-Emergency)	.....	440-526-5400
City of Broadview Heights	.....	440-526-4357
Ward 5 Council Rep. Robert Boldt	.....	440-838-8318
Animal Warden	.....	440-526-4254

Reserve Realty Management Co.	.....	330-467-0828
Fax	.....	330-467-6845
Emergency (After Hours)	.....	1-888-341-6988

East Ohio Gas Co. (Emergency)	.....	1-877-542-2630
East Ohio Gas Co. (Non-Emergency)	.....	1-800-362-7557
Ohio Edison (Lights Out Service)	.....	1-888-544-4877
ATT (Telephone Service)	.....	1-800-572-4545
Water Department (Non-Emergency)	.....	216-664-3130
Water Department (After Hours)	.....	216-664-3060
Cox Cable Company	.....	216-535-3500

MACINTOSH FARMS CONDOMINIUM NO. 1 OWNERS ASSOCIATION

COMPLAINT FORM

Nature of Complaint, (i.e. pets, noise, etc.): _____

Location: _____

Number of Occurrences: _____

Date(s) of Violation(s): _____

Time(s) of Violation(s): _____

Name of Offender (If Known): _____

Details (Please be Specific): _____

Was any attempt made to resolve this problem: Yes _____ No _____

If "YES", what were the results: _____

(Name - Please Print)

Signature

(Your Address)

Date

(For Office Use Only)

Received by Association: _____ Manager: _____

Disposition: _____

REQUEST FOR A HEARING

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the Board within ten (10) days, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, then this completed form must be received within ten (10) days by:

MacIntosh Farms Condominium No. 1 Owners' Association
c/o Reserve Realty Management
480 West Aurora Road
Sagamore Hills, Ohio 44067

.....

I, _____, request to be schedule for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because _____

Signature

Date

Signature - if more than one

Date

Printed Name and Current Address

**Notice to Install Satellite Dish/Antenna on
Individually-Owned or Limited Common Element and Waiver Agreement**

Resident(s) Name: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Type of Dish: ___ Direct broadcast satellite. Diameter in inches _____
 ___ Television broadcast
 ___ Multipoint distribution service. Diameter in inches _____

Company Performing Installation: _____

Identify Installation Location: Balcony ___ Patio ___ Garden Space ___

(Drawing indicating location must be attached to this form when submitted.)

Other (Describe in detail) _____

Date of Installation: _____

Please indicate the method of Installation: _____

Type of screening to be used to shield dish from view: _____

Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)?

Yes ___ No ___

If no, please provide three days and times for which you are available to meet with us to discuss dish installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation. _____

Is a mast necessary for reception? Yes ___ No ___

If yes, will the mast extend above the lowest fence or roof line, i.e. gutter, OR extend to a height greater than the distance from the installation to any neighboring unit? Yes ___ No ___

If yes, then you must meet with and obtain Board approval before installation work begins.

WAIVER and RELEASE

I shall comply with all of the Association's rules for installing, maintaining, using, and removing dish(es) and any structures, fixtures or screening materials associated with the dish(es). I assume liability for any damage to Association and other owners' property that occurs due to dish installation, maintenance, use, or removal. I shall indemnify, defend, and hold the Association, its Board members, managing agent, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures or screening materials associated with the dish(es), that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish(es). Such costs include, but are not limited to, any and all expenses incurred for moving the dish(es) on a temporary basis to enable the Association to maintain all condominium property for which it is responsible.

Signed: _____

Date: _____

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