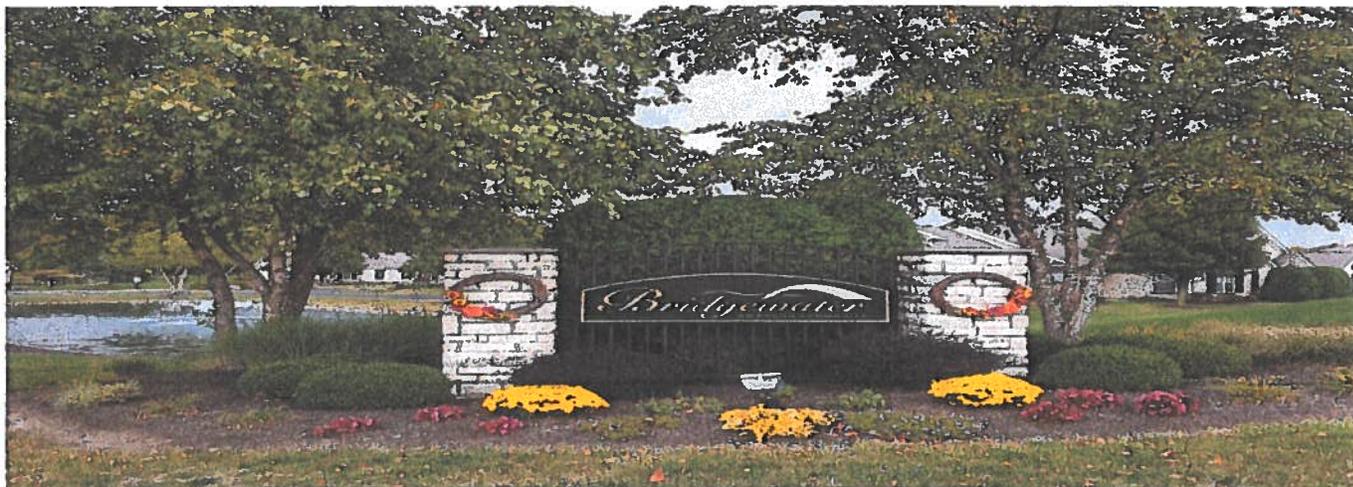


**BRIDGEWATER  
CONDOMINIUM HOMEOWNER'S  
ASSOCIATION, INC.**



**COMMUNITY  
POLICIES AND RULES**

**June 25, 2015  
Plus updates**

*Bridgewater*  
*Condominium Homeowner's Association, Inc.*

Introduction

**1. SCOPE AND PURPOSE**

The occupants of Bridgewater and members of that Condominium Association intend this publication for use in defining the Association's Policies and Rules. The document contains information on Policies and Rules, enforcement, clubhouse usage and rental, pool guidelines, and forms to be used for clubhouse rental, complaint registration, and application for alteration or modification of the grounds or building.

**2. AUTHORITY**

All Policies and Rules are adopted by the Board under the authority granted in Article III of the Declaration and Bylaws Article IV, Section 13 (f). The intent is to promote harmony, to serve the best interests of the Unit Owners and the Association as a whole, and to reasonably protect and preserve the nature of every Unit and the Condominium Property.

**3. COMPLIANCE**

The Board of Directors has the authority to enforce the covenants and restrictions contained in the Declaration, Bylaws, and Policies and Rules. The Declaration and Bylaws provides a variety of sanctions including the assessment of enforcement assessment and legal costs. Rule XVII of the Policies and Rules defines how enforcement will be administered concerning Policies and Rules.

**4. APPLICABILITY**

These Policies and Rules supersede the EPCON Policies and Guidelines in their entirety. The EPCON Policies and Guidelines were provided to all Unit Owners on or about the time of the initial Unit purchase.

**5. RELATIONSHIP TO DECLARATION AND OHIO LAW**

These Policies and Rules expand on some general covenants and restrictions contained in the Declaration and Bylaws and Ohio law (under Chapter 5311 of the Ohio Revised Code). The Ohio law, the Declaration and Bylaws, and these Policies and Rules are all applicable and controlling in that respective order.

## **6. MODIFICATIONS**

These Policies and Rules were approved by the Board of Directors. The Policies and Rules may be amended or modified from time-to-time, as conditions change, and upon approval of a majority vote of the Board of Directors. Such amendments and/or modifications will become effective at that time and become part of the Policies and Rules.

### **Community Policies and Rules**

#### **I. Definitions**

- A. Common Elements:** All of the Condominium Property except the Units.
- B. Limited Common Elements:** The driveway area in front of the Unit's garage, and a contiguous fenced-in patio area with a concrete pad, all mulched areas between the Unit and the sidewalk including the mulched area immediately outside of a patio.
- C. Unit Owner/Occupant:** A Unit Owner is one whose name is on the deed for a Unit and is entitled to vote on Association matters. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. If a Unit Owner will not be present for the meeting, that Unit Owner may give their proxy to a Board Director or another Unit Owner for their vote.

An Occupant is anyone residing in a Unit including any leased (or rented) Unit. Any Occupant who is renting or leasing a Unit is not entitled to participate in Association meetings.

#### **II. Personal Property**

- A.** All personal property, such as patio furniture, cooking grills, storage containers, garden, etc., must be kept inside the fenced patio or the garage. Garden hoses, when not in use, must be stored inside the garage. Personal property within the patio area may not be visible above the patio fence, with the exception of patio table umbrellas, chairs, and grills. Personal property left out overnight cannot be visible more than 8 inches above the top of the fence. Grills may only be left on the enclosed patio and have the top exposed above the fence if the color matches the exterior colors of the building or if it is covered with a manufacturer's jacket of an approved color: See Rule III, A-8.

In accordance with the Ohio Fire Code, gas grills or other types of open-flame devices are prohibited to be used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks.

Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of 419-524-2424.

Charcoal or natural gas grills may, however, be used on a deck or patio in strict accordance with the Ohio Fire Code. To use a charcoal or natural gas grill (which must be connected to your Unit's gas line), you must ask for and obtain prior written permission from the Board and the City of Mansfield Fire Department, as well as comply with all other Fire Code requirements.

- B. Signs, awnings, canopies, shutters, antennas, ornaments, bird feeders, wind chimes, wind socks, and any other devices are prohibited to be hung, attached, affixed to, or placed upon the exterior walls, doors, fences, or roof. Although a satellite dish is permitted in the limited common elements. 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 Condominium Property must notify the Board and submit a drawing to the Board of Directors indicating the proposed location, height and screening materials to be used.
- C. All other items including, but not limited to, artificial flowers, swings, recreational sets, umbrellas, laundry poles, or cloth lines are prohibited. Laundry, (swim suits, towels, rugs, etc.) is prohibited to be hung outside.
- D. Two security signs, approximately 6 in. by 6 in., supplied by the system installer are permitted in the limited common elements, but only one on any one exposure.
- E. One American Flag made of nylon, polyester, or cotton may be flown or displayed anytime following accepted flag display protocol. Any other flags are prohibited. Approval with details must be requested to install one flag bracket, which may be attached to either the fence post or the trim of the building, by submitting an application for Exterior Alteration/Improvement (See Attachment "D") to the Board of Directors

### III. Decorative and Other Items

#### A. Decorative and other items, which are permitted:

1. A standard wreath may be hung on the front door of the condominium unit. The wreath must be suspended from a strap hanger set over the top of the door.
2. Subject to prior approval by the Board of Directors, birdfeeders and houses may be placed only at the edge of the Nature Preserve, outside of the mowing area, not on any *common* or *limited common element*.
3. Up to 3 flower or plant pots may be placed in each of the *limited common element* areas, except for the driveway area. If a unit's patio area exceeds 300 square feet, up to six flower or plant pots are permitted on the patio. Groupings of smaller flower or plant pots (6" in diameter or smaller), displayed on a plant stand, will be counted as a single pot. Pots and plant stands must be situated so that there is unimpeded access to the front entry in cases of emergency. Two single hook or double hook shepherds' hooks, used for hanging plants, are permitted in the mulched part of the *limited common element* only.

All plants must be properly cared for throughout the growing season. Plants, portable pots and shepherds' hooks must be removed at the end of the growing season, but, no later than November 1. An exception would be evergreens, for example, which remain healthy through the winter.

**Approved colors for plant/flower pots are: black, brown, green, tan, taupe, terracotta, blue or white.**

4. Subject to approval by the Board of Directors, up to 5 low voltage or solar ground/landscaping lighting fixtures may be permitted, in the *limited common element* only. The *unit owner* or *occupant* must submit an application for exterior alteration or improvement (attachment D) for consideration by the Board. The application must include the name of the manufacturer, the model number and photos of the lighting fixtures intended for installation and a sketch showing where the lights will be placed. All lights must have white bulbs and lenses. Electrical wiring may not be installed in a manner that creates a safety hazard (e.g., lying on top of the concrete walk or entrance way) and may not pass through the building structure. Once installed, the *unit owner* or *occupant* must see to it that lighting fixtures are properly positioned and in good working order at all times.

Exterior motion sensor operated lights may be installed subject to approval by the Board of Directors. The *unit owner* or *occupant* must submit an application for exterior alteration or improvement (attachment D) with a description of the lighting fixture, where and how it is to be installed and who will be doing the installation.

If electrical wiring is necessary for any of the lighting fixtures or systems discussed above, wiring must be done by a licensed electrical contractor. The electrical contractor must be insured for commercial general liability and workers compensation coverage. Proof of insurance policies currently in force must accompany the attachment D.

5. Units without a patio may have a park bench and/or a small table, up to 36" in diameter, with a glass or metal top and up to 2 matching chairs. Furniture is to be placed on the concrete of the *limited common element*, or in front of the veranda. **Furniture for this area must be approved by the Board of Directors.** The *unit owner* or *occupant* must submit an application for exterior alteration or improvement (attachment D) for consideration by the Board of Directors. The application must include a picture of the furniture and a diagram showing the proposed arrangement. The table and chairs must be of metal construction (the table may have a glass or metal top) and finished in an approved color. All folding furniture must be stored inside the dwelling unit or garage when not in use.

6. **Approved colors for patio furniture and umbrellas are: black, brown, dark green, tan, taupe, terracotta, dark blue or white.**
7. Hospitality lights, including electric candles, are permitted on the window sill in the interior of the condominium unit. They must be low voltage fixtures white in color. Any lights that burn out must be promptly replaced.

**B. Prohibited Items** – the following items are prohibited on the *common* and *limited common elements*:

1. Artificial flowers
2. Awnings (unless approved by the Board of Directors)
3. Bird baths
4. Canopies
5. Cypress mulch
6. Decorative banners
7. Decorative flags
8. Gazing balls
9. Any device or system for hanging laundry (see section II.C.)
10. Recreational or playground equipment of any sort
11. Sheds or outdoor cabinets
12. Shutters
13. Spot lights
14. Statues and statuettes

15. Sun catchers
16. Tree ornaments
17. Trellises (unless approved by the Board of Directors)
18. Wind chimes
19. Windsocks
20. Yard signs (except for security signs – see section II.D.)
21. Inflatable decorations

### **C. Holiday Decorations**

1. Seasonal lights, rated for outdoor usage, and decorations may be placed on bushes and trees in either the *common element* or *limited common element*. Seasonal lighting displays must be turned off by 11:00 p.m.
2. Seasonal lighting and decorations may not be affixed or hung on any part of the building structure. You may not attach nails, plastic clips, screws or any other fastening device to any part of the building structure.
3. Holiday decorations for Christmas, Easter or Hanukkah **may not be** displayed any earlier than 4 weeks prior to the holiday, **nor any later than** 2 weeks after the holiday. Decorations for other holidays such as Thanksgiving, Memorial Day, 4<sup>th</sup> of July, Labor Day and Halloween **may not be** displayed any earlier than 2 weeks prior to the holiday, **nor any later than** 1 week after the holiday.

### **IV. Flowers/Landscape Plants/Lawn Ornaments**

#### **A. Flowers**

1. Annuals and perennials less than 48" in height at maturity may be planted in the following locations:
  - a. The *limited common element* of each unit.
  - b. Flowers may not be planted around any trees or lampposts or in the *common element* unless the *unit owner* or *occupant* first submits an application for exterior alteration or improvement (attachment D) to the Board of Directors requesting written approval before planting. Flowers planted with Board permission in any area other than the *limited common element* are the sole responsibility of the *unit owner* or *occupant*, who must provide all maintenance and care. The Association will not be responsible for any damage by landscape personnel.
  - c. Maintenance of the flowers or plants which are planted in areas other than the *limited common element*, with prior written permission of the Board of Directors, are the responsibility of the *unit owner* or *occupant*. Such dead flowers or plants must be removed by the end of the growing season, but, in any event, not later than November 1

- d. If a *unit owner* is responsible for annuals that have not been maintained or that were not removed from a previous growing season, the Board will provide that *unit owner* with an estimated cost for removal and disposal. The *unit owner* will be given the opportunity of a hearing before the Board of Directors before billing the *unit owner* for the cost of removal.

#### **B. Landscape Plants**

1. The *unit owner* or *occupant* must submit an application for exterior alteration or improvement (attachment D) to request written approval from the Board of Directors before any new shrubs or trees are planted, transplanted or removed.
2. Any new landscape shrubs or plants must be a species that will not exceed 48" in height at maturity.
3. Prior to planting any shrubs or trees, the Board of Directors must approve in writing the size and location of any new planting bed.
4. Any new shrubs or trees approved by the Board will become the property of the Homeowners Association, which will provide future care, such as mulching, pruning, and fertilization. However, should any such plants die, the *unit owner* or *occupant* will be responsible for replacement. Should the responsible *unit owner* or *occupant* decide not to replace the tree or shrub, the planting bed must be returned to its original state.

#### **C. Lawn Ornaments are not permitted.**

#### **D. Winter Guidelines**

1. Patio furniture must be covered (with the exception of benches)
2. Patio umbrellas must be stored in the garage.
3. Empty portable flower pots must be removed and stored.
4. All objects must be removed from mulched areas.

#### **V. Exterior Alterations**

- A. The Unit Owner must submit an Application for Exterior Alteration/Improvement (**See Attachment "D"**) and obtain Board's prior written approval before any alteration or additions are made to fences, walks, patios, etc., or to any part of the exterior surface of the building. To submit a request for an exterior change, the Unit Owner(s) must be current in all fees and assessments.

- B. The Unit Owner must submit an Application for Exterior Alteration/Improvement (See Attachment "D") and obtain Board prior written approval before installing patio gates and/or fences on Windsor, Chateau and Villa style Units. The Unit Owner is responsible for all costs and must use the approved design and specification available from the Property Manager.
- C. A storm door has been approved for our Condominium Property. Below are the specifications for your storm door. See "HOMEOWNER CARE-LIVING DOORS" in this manual before installing storm doors, which could negate the warranty on your exterior door. Non-compliance with this policy by installing a non-conforming storm door will result in notification by the Association that the door must be removed, or it will be removed by the Property Manager at the cost of the Unit Owner. Prior to removal of the door the Unit Owner will be provided the opportunity to request a hearing. All suppliers use different numbering systems for storm doors; make certain you are ordering the right door if you are using our suggested vendor. Consult our Property Manager for questions on the storm door specifications. **LARSON "TRADEWINDS"** (the original retractable screen door) full view brushed nickel in white may be purchased at **LOWE'S**.
- D. Nameplate on lamp post is permitted. Nameplate may be purchased from **National Electric Company, 51 E. 4th St., Mansfield, Ohio** or **Boliantz Hardware, 560 Ashland Road, Mansfield, Ohio**. Specifications for nameplate – **"WHITEHALL" Model 8013 (BLACK)**.
- E. Unit Owners must use only clear or white light bulbs, 60-Watt Maximum, in exterior lights. Yellow and Halogen bulbs are prohibited.

## VI. Windows, Window Coverings, and Signs

- A. All window coverings, whether draperies, blinds (vertical or horizontal), or valances, must be white, off-white or light beige on the exterior side. All window treatments must be the same color on any one exposure. Nothing other than window coverings and signs as explained below are to be placed on or in the window area.
- B. Signs are prohibited, other than Security signs or Real Estate signs which may be hung or displayed from inside the window, and except professionally prepared "For Sale" or "For Rent" signs or security system decals. Signs may not be larger than 9 square feet. Only one sign is permitted to be displayed at a Unit.

- C. Real estate signs are prohibited in any common element or limited common element, with the exception of no more than 3 professionally made Open House signs. These signs can be placed in a common element on the day of the open house, but only during the hours of that event. Any sign remaining beyond the scheduled hours may be removed and stored.

## VII. Animals

- A. Occupants may have up to 2 domesticated pets; i.e., cats, dogs or one of each. Exceptions to the number of pets permitted must be Board approved. It is the Unit Owner's responsibility to ensure the Policies and Rules are followed by anyone renting or leasing their Unit. Other pets considered as acceptable include birds and fish, all of which must be permanently caged. No other animal or reptile may be kept in a unit.
- B. All pets, when outdoors, must be maintained on a hand-held leash not more than 12 feet in length with the exception of Unit Owners with fenced in patios.
- C. An individual must supervise their pet(s) at all times. Such individuals are responsible for the immediate clean up of all pet waste.
- D. Pet tether devices are prohibited to be left outside in any common or limited common elements, nor is any tether to be attached to any fence, tree or shrub. Outside kennels, dog houses, cages, runs, stakes or other tether devices are prohibited. Intentional breeding of animals within the Condominium Property is prohibited.
- E. If pet droppings or burn residue from urine are found to obviously abound around a particular Unit, the Board will advise the Unit Owner that corrective measures are necessary. The Unit Owner must respond to the Board through the Property Manager with a plan, a schedule of repairs, and corrective measures to halt any repeated event. The Board has the authority to have the area cleaned and re-landscaped if it deems the Unit Owner's corrective measures or response is insufficient. The Unit Owner is responsible for the payment of all costs including any enforcement assessment. The Unit Owner will be provided the opportunity to request a hearing prior to the enforcement assessment being assessed to their account.

- F. Occupants whose pet(s) create a nuisance by disturbing the peace in the Condominium Property will be initially warned of the problem. The Board reserves the right to require permanent removal of the animal from the Condominium Property.
- G. Any dog known for its aggressive and/or attack behavior is prohibited from the Condominium Property.
- H. Occupants are prohibited to put out corn salt blocks, or any other food items for deer or other wild animals.

### **VIII. Parking/Vehicles**

- A. Boats, trailers, motor homes, trucks larger than a 3/4-ton pickup, ladder truck, travel trailer, or any vehicle with commercial advertising are prohibited to be parked on any street or driveway overnight.
- B. All vehicles used for recreation (RV and van conversions), which cannot be parked inside the Unit garage, are permitted to park in the limited common element (in front of the garage) for loading and unloading purposes. Such vehicles must not block normal access of other Occupants at any time. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are likewise not permitted to block Occupants from normal access to their garage or Unit.
- C. **All Occupants must use the garage as the primary parking area.** Guests must be parked in the following areas:
  - 1. Within the garage; or
  - 2. In the limited common element in front of the garage; or
  - 3. On the street in any of the designated areas for parking.

Any person is prohibited to park within 10 feet of any fire hydrant; within 10 feet of any mailboxes; within 20 feet of any intersection; directly across from or within 5 feet of any driveway; with any wheel in a grassy area; within 10 feet of another vehicle parked on the opposite side of the street; and in any other manner that may obstruct an emergency vehicle from clear access and use of the street.

D. Parking is prohibited in the "turnaround" at the end of the driveways.

E. Overnight parking is prohibited in the following areas:

1. Along the side of the driveway of each building,
2. On the streets.
3. Clubhouse parking.

F. Parking at the clubhouse is reserved only for those using the clubhouse.

G. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), vehicles which cannot be identified as belonging to a Unit Owner or Occupant, and vehicles parked in any common or limited common element for more than 48 consecutive hours, in addition to all other remedies, will be towed and stored off the Condominium Property at the owner's expense. Maintenance or repair work is prohibited on vehicles in common or limited common elements, except for short-term emergency work (e.g., flat tire, battery charge/change, etc.).

H. Unit Owners are responsible for damage to common or limited common elements caused by a service vehicle, moving van, or delivery service. The Unit Owner is responsible for payment of all cost of repair for such damages. This includes damages by the vehicle of the Unit Owner or an Occupant or a guest of the Unit Owner.

I. Reckless operation, including speeding, parking or driving off either roadways or drives, is prohibited.

J. Vehicles leaking fluids that damage blacktop surfaces (e.g., motor oil, brake fluid, transmission fluid, and coolants) must be parked inside the Occupant's garage. The Unit Owner is responsible for payment of all cost of repair for such damages.

K. For security reasons and aesthetics, garage doors must be closed at all times when the garage is not in active use.

**IX. Swimming Pool (See Attachment "A")**

**X. Clubhouse Usage - Including Fitness Room (See Attachment "B")**

**XI. Clubhouse - Rental Policies, Rental Form, and Cleanup Checklist (See Attachment "C")**

## **XII. Trash Collection**

- A. Trash containers must not be set out prior to 5:00 P.M. the day before collection and must be put away by 6:00 P.M. the day of collection.**
- B. All trash for collection must be set out at the main street next to the curb at the end of the driveway.
  - 1. Only rigid trash containers with secured lids are permitted. All trash receptacles and lids should be marked with your house number on both parts.**
  - 2. Any items too large for the trash container must be in securely fastened plastic bags or rigid disposable containers. These items are prohibited to be placed for collection until after 5:00 AM the morning of collection. (The weather and animals can create a mess of loose trash that none of us need to address.)**
  - 3. Bundled newspapers in cardboard boxes or plastic bags are permitted. (FYI: These items can be recycled at different Mansfield City Schools.)****
- C. Trash containers must be picked up and put away by 6:00 P.M. the day of collection. Arrangements must be made for the storage of your trash containers if you are going to be away the day of collection.**
- D. Trash containers must be stored inside the garage prior to collection. This is sanitation and a security measure.**
- E. Hazardous materials (paint, flammable materials, acids, oil, etc.) are prohibited to be placed in trash containers for collection! Occupants are responsible for the disposal of all such hazardous waste at designated sites. Call the EPA for assistance, if necessary.**
- F. Unit Owners are responsible for properly placing closed trash containers for collection, returning them for storage promptly and for collecting any and all trash spilled for any reason, specifically, if bags are used instead of a proper trash receptacle.**

### **XIII. FEES:**

- A. The fees levied by the Association are used exclusively to promote the reasonable health, safety, and welfare of all the Unit Owners and Occupants. Your fees are also used for the reasonable improvement and maintenance of both the common elements and the limited common elements.
  - B. Condominium fees are an annual assessment payable in monthly installments. In the event that a Unit Owner defaults on a monthly payment, the Association may file a lien on the Unit, accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.
  - C. Only Unit Owners in good standing, with fees current, are permitted to vote on Association issues, vote for the election of Directors, and serve on the standing committees.
  - D. In the event that a Unit Owner becomes delinquent, any legal costs and expenses associated with the collection of these fees are assessed to the Unit Owner's Unit.
  - E. If the account remains in default, the Association may seek foreclosure of the Unit.
  - F. Condominium fees are due on the first day of each month. Fees received on or after the 10th day of the month must include the appropriate late charge. Coupons are provided for the payment of these monthly fees. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association. If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the voting privileges of the Unit Owner and/or the right of the Occupants to use any of the recreational facilities.
- G. Collection Policy:**
- 1. All assessments, including maintenance fees, are due on the **first (1<sup>st</sup>) day** of the month and are considered late if not received by the **5<sup>th</sup> day** of the month.

2. An administrative late charge of **\$32.50 per month** shall be incurred for any late payment on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association;
  - b. Collection costs, attorney's fees incurred by the Association; and
  - c. 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 unit.
5. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments will 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 will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge. 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.
7. If any owner is delinquent in the payment of fees for more than thirty days, the Board may suspend the privileges of the owner to vote and/or use any of the amenities.

**XIV. Solicitation and Garage Sales**

- A. Solicitation by commercial enterprises is prohibited within the Condominium Property.

**XV. Utilities**

- A. The Association pays for trash collection, only.
- B. Unit Owners are responsible for the maintenance and payment of their own utilities (gas, electric, telephone, water, communication cable, satellite dish services) and for initiating service on the date of possession of their Unit.

**XVI. Unit Sales and Rentals**

A. Any Unit Owner who sells a Unit is responsible for the following:

1. Inform the Association's management company at the time of closing, the name(s), current address, and phone number of the buyer.
2. Paying all outstanding Association fees and other charges.
3. Giving the new Unit Owner(s) a copy of the Declaration and Bylaw and the Community Policies and Rules.

**XVII. Community Policies and Rules of Enforcement**

- A. The property management company will distribute a copy to all Unit Owners the Community Policies and Rules. If a revision is issued, only the affected pages will be distributed.
- B. A report of a violation of rules must be made in writing, on the standard form (See Attachment "E"), and sent to the Property Manager. No violation will be addressed or investigated unless submitted in writing. Additional forms are located at the Clubhouse.
- C. Once the Property Manager receives and confirms a violation, a warning letter will be issued to the unit owner, indicating the nature of the violation and asking that the violation is corrected. The party making the complaint will not be identified to the violator, but must be identified to the Board. (An unsigned complaint cannot be addressed.)
- D. The recipient has 10 days from the date of the letter to make corrections, schedule corrections, or to file a dispute to the Property Manager. If the violator agrees and corrects the violation, the issue is resolved.

## XVIII. Pond and Fishing Guidelines

All Pond areas, including proximity to each pond at Bridgewater, are common elements that our residents/occupants may use for fishing, sitting on benches and walking. Everyone enjoying our ponds should observe these guidelines.

### POND GENERAL GUIDELINES:

- A. Residents and guests should dress appropriately, i.e.. shirt, pants or shorts, shoes
- B. Residents or guests who generate any debris or waste, should collect and disposed of it properly.

### FISHING GUIDELINES:

- A. *You must observe all Pond General Guidelines*
- B. Occupants should accompany their guests when they fish. However, if for some reason you cannot accompany your guests, then prior to any fishing activity in any Bridgewater ponds, Occupants should notify a member of the Bridgewater board as soon as possible. Also, at least one of your guests must be 18 years or older if you are not present. **(A resident/occupant means a condominium unit owner or a tenant if the unit is leased).**

### RULES:

- A. While groups may enjoy walking the pond, sitting on pond benches or fishing, **picnics or parties at the ponds are prohibited.**
  - B. Residents and guests should not use loud or uncivil language or play loud music.
  - C. Children **MUST** be supervised at all times or an adult age 18 or older should be assigned to supervise children if an occupant is not present.
  - D. Residents or guests **MUST NOT** remove, skip, or throw border stones.
  - E. Residents or guests must release whatever they catch unless previous Board permission has been given.
- Board contact information is on the Bridgewater website:
    - [www.bridgewaterofmansfield.com](http://www.bridgewaterofmansfield.com)
    - Use owners link password: Bridgewater15MM where MM is the month (e.g. 08 would be August)

## **XIX. Nature Preserve Guidelines for Occupants and Guests**

Our Bridgewater community has a Nature Preserve that is open for all occupants and their guests to enjoy. This nature preserve has paths, a rustic bridge and a pond as well as an abundance of diverse trees, bushes, wildlife and wild flowers. These guidelines have been established to assure your safety while enjoying this preserve.

- A. Please use the paths established in the woods and around the pond.
- B. Because the woods have mosquitoes and ticks, you should use appropriate insect repellent. Upon exiting the area, check for ticks.
- C. Wear appropriate footwear protection.
- D. For the Nature Preserve pond, you should follow the Pond and Fishing guidelines documented in Attachment F Pond and Fishing Guidelines.
- E. Periodically, portions of the Nature Preserve will undergo maintenance or special projects. At these times, the workers will cordon the area with cones or signs. **Do not** use the restricted area during construction or maintenance.

### **RULES:**

- A. No hunting or trapping is allowed. The use of **any** weapons is not allowed.
- B. Only Bridgewater authorized maintenance vehicles may be driven in the Nature Preserve. Bicycles and All-Terrain vehicles should not be used in this area.
- C. Children under the age of 18 **MUST** be accompanied by an adult. Assure these children follow these guidelines.

**While Bridgewater tries to assure there are no unsafe situations/areas, remember, this is a rustic area and you should be careful while enjoying it.**

## XX. Generator Rules

The purpose of these rules is to clarify the use of automatic standby and similar types of power generators in our community. Use of these generators was approved by the residents with an update to our Bridgewater Bylaws in 2018.

- A. You may only use two types of generators:
  - a. A standby generator that is **permanently installed** outside your unit in a limited common element and connected to your electric panel.
  - b. A **portable** generator that would be stored in your garage when not in use and connected to your electric panel via a generator outlet in your garage.
- B. **You must obtain permission to install a standby generator or utilize a portable generator.** To get this permission, you must complete an *Attachment D Application for Exterior Alteration/Improvement* form located in our *Community Policies and Rules* document and submit it to our property manager Vetter Property Group, 70 Park Avenue West, Mansfield, Ohio 44902. Before completing this form, you must work with your electrical contractor to include details of this installation including:
  - a. A diagram of the installation area (if this is a permanent install).
  - b. The type and model of generator you will have installed including specifications for this generator.
  - c. The name of your contractor and their contact information.
  - d. For **permanent** installations, you may be asked to modify the landscaping around the generator site in accordance with the community landscaping theme **at your cost.**
- C. Your Attachment D request will be reviewed by our property manager and presented to the Bridgewater board of directors for approval. **You cannot proceed with this installation until you are notified of this approval.** You may be asked to adjust this installation plan before final approval.
- D. If you want to use a **portable generator**, then you will need to comply with the following:
  - a. The generator must be set up with a separate breaker panel integrated into your existing electrical box. This panel must be equipped with a power line lockout device to prevent possible feedback to the incoming utility line.
  - b. The generator must be positioned, operated and maintained according to the manufacturer's specifications.
  - c. You cannot use regular extension cords to connect the generator to appliances, etc. within your unit.

- d. While running the generator it must be located as far from your neighbor's unit as possible.
- e. The generator cannot exceed 70 decibels while running.
- f. The portable generator must be stored inside the garage when not in use.
- g. Before moving the generator back to the garage, allow it to cool down.
- h. Portable generators can be configured to use either LP (liquid propane) or gasoline. If you choose gasoline, you must assure that it is properly kept in a container stored in your garage; should this gasoline become old, you cannot dispose of it on Bridgewater grounds.

**XXI. AMENDMENTS**

**These Community Policies and Rules, with its Appendixes and Attachments, are effective as of June 25, 2015.** All future changes, modifications, or revisions to this document will be made at the discretion of the Board of Directors. The modified applicable page will be identified with a revision date. Minor revisions may be sent to Unit Owners as an attachment in the community newsletter. When a change, modification, or revision occurs, that page, section, and item will be listed below with the effective date of the change.

If there are items in this document that are also in the original Homeowners Manual, the latest edition of the community rules & policies will take precedent.

Bridgewater Condominium Homeowner's Association, Inc.,

*Signed* \_\_\_\_\_  
*Board President*

*Signed* \_\_\_\_\_  
*Board Secretary*

Effective 10-26-2017, page 21, #15, Clubhouse Rental Policies  
Effective 10-26-2017, page 22, Rental Fees changed  
Effective 4-15-2020, pages 4-7, Multiple updates and rewrites  
Effective 4-15-2020, page 26, Updated Attachment E form  
Effective 4-22-2020, page 26-2, Pond Fishing Rules (removed)  
Effective 4-22-2021, page 15-2, Pond and Fishing Guidelines  
Effective 4-22-2021, page 15-3, Nature Preserve Guidelines  
Effective 4-22-2021, pages 15-4 and 15-5, Generator Rules

***Bridgewater Condominium Association***

***Attachment "A "***

***Swimming Pool Rules***

1. The pool is for the exclusive use of the Occupants and a limited number of guests. Any person that cannot be identified as an Occupant, or who is not accompanied by an Occupant, will be asked to leave.
2. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard on duty. No person is permitted to swim alone, unless there is someone else in the pool enclosure.
3. Guests must be accompanied by an Occupant, 18 years or older, at all times. Proof of age may be requested.
4. The following are prohibited in the pool area:
  - a. Glass and other breakable items
  - b. Animals or pets, with the exception of service animals
  - c. Running, diving, or disruptive behavior
  - d. Motorized recreational and play equipment and boats
  - e. Excessive noise, splashing or radios without headphones
  - f. Drinking or eating in the water
  - g. Electrical Devices (non-battery)
5. Swimmers are required to wear garments sold as swim wear. All persons with bladder or bowel control problems are prohibited from using the pool unless they are wearing appropriate, protective garments (e.g. swim diapers).
6. Persons with open sores or communicable diseases are prohibited in the pool.
7. Food items are prohibited in the pool area - except at the tables or the lounge area.

8. Lounge chairs or tables may not be reserved and must be returned to the original location.

9. Pool hours are 9:00 A.M. to 9:00 P.M. The pool is open to Occupants observing the pool rules. The pool may be closed at the discretion of the Board of Directors or the Property Management Company, due to inclement weather or for any safety or health reason.

10. Wet swimwear is prohibited in the clubhouse. The restrooms are accessible from the outside. Those using the pool should first check to see that the exterior restroom doors are unlocked.

11. The gas grill is available to, and to be operated by, adults only. The grill must be cleaned by the Occupant after each use. (All cost for cleaning and/or repair will be charged to the Occupant responsible).

12. Occupants and their guests are required to clean the area after each use.

13. Occupants renting the clubhouse should inform their guests that they are not entitled to the use of the pool.

***Bridgewater Condominium Association***  
***ATTACHMENT "B"***

***Clubhouse Usage (including Fitness Room)***

The Clubhouse Facility is a NON-SMOKING facility that is open for use by Unit Owners in good standing and their guests unless the clubhouse has been previously reserved by another Unit Owner. No one under eighteen (18) years of age is allowed to be in the Clubhouse Facility (including the fitness room) without the owner present. Unit Owners are responsible for their guests at all times. As a community extension to your private living room, the facilities should be treated with the same consideration as a person's own living room.

**For safety reasons and based on the manufacturers' warnings, person under the age of 18 are not permitted to use the Fitness Center and its equipment unless accompanied by and under the supervision of an adult unit owner/occupant over 18 years of age.**

1. Wet bathing suits or muddy hiking shoes are prohibited.
2. Loud or boisterous behavior, running or yelling are prohibited.
3. Playing of excessively loud music or television is prohibited.
4. The kitchen, tables or other areas must be cleaned up after each use.
5. Feet on furniture is prohibited.
6. All clubhouse equipment and furniture must remain inside the clubhouse.
7. In the event of an excess demand on the Fitness Room equipment, Unit Owners with guests in the Fitness Room should ask their guests to make room for the Unit Owner/Occupant. Use of Fitness Room by a guest without a Unit Owner present is prohibited.
8. Persons using the Fitness Room equipment are required to wear athletic/sneaker type shoes.
9. Electrical switches must be turned off (including lights and TV) at the conclusion of your fitness regime.
10. The Fitness Room door must always be closed when the Fitness Room TV is operational.
11. Persons exhibiting drunk, and/or disorderly behavior, using profanity, slurs, or other types of non-acceptable language, exhibiting any form of threatening, aggressive, or abusive behavior will be asked to immediately leave the clubhouse facilities (by any Unit Owner). Failure by the offending Unit Owner or Occupant or Guest to immediately and safely leave the clubhouse facilities may result in police action, and the suspension of the Unit Owner's/Occupant's privileges to use the clubhouse facilities, at the sole discretion of the Board.

***Bridgewater Condominium Association  
ATTACHMENT "C"***

***Clubhouse Rental and Rental Policies***

***(Clubhouse - Rental Policies, Rental Form, and Clean-up Check List are located on pages C- 5 and C-6 respectively.)***

***Clubhouse Usage: Guiding Philosophy***

The Clubhouse is a vitally important asset of Bridgewater Community and is to be managed in such a manner as to contribute to the reasonable enjoyment and well being of all the Occupants. The Association, through a designated Occupant, is responsible for the scheduling of the Clubhouse. The policies covering the scheduling, rental, usage, and cleaning of the clubhouse are clarified as follows:

***Clubhouse Rental Policies***

These policies are established to permit any Unit Owner/Occupant to enjoy exclusive use of the clubhouse, without interference from, or infringement upon the privileges of other Occupants or guests. Only Unit Owners may reserve the clubhouse and they must be present during the rental period.

The Unit Owner renting the clubhouse must comply with the following:

1. Responsible for their guest at all times.
2. Assume full responsibility for any damage to the clubhouse or to the articles in the clubhouse, and for the theft of any property, whether personal or Association.
3. Prohibit their guests to use the pool or the exercise room equipment.
4. Prohibit guests to park in Occupant parking areas. Street parking is permitted and only in the designated parking areas. Vehicles are prohibited to be parked within 10 feet of a fire hydrant, within 10 feet of a mailbox, within 20 feet of a street intersection, within 5 feet of a driveway, or parked on opposite sides of the traffic or restrict the access of an emergency vehicle.
5. Live amplified music is prohibited.

6. Loud noise (including music), profanity, drunk or disorderly behavior, and/or threatening, aggressive or abusive behavior is prohibited.
7. The clubhouse may be reserved for birthday, anniversary parties, reunions, card clubs, etc., but may not be reserved by any outside organizations.
8. Assure that guests depart in such a manner that they do not disturb the other Occupants.
9. Leave the clubhouse in a clean condition with furniture placed in original locations. The cost of any labor and materials for returning the clubhouse to the condition in which it was rented will be deducted from the deposit. See Clubhouse Clean-up Checklist on page 6C).
10. Close and secure the premises, turn off all of the lights - except for the lamp in the TV/Billiards Room. Building must be vacated by 12:00 A.M. on Friday and Saturdays and by 10:00 P.M. on all other nights. Anyone in the clubhouse after hours is trespassing and the police will be summoned.
11. Reservation of the clubhouse is granted on a first requested basis with a completed "Clubhouse Reservation Form" (see page C-5) and payment of the security deposit. A reservation must be requested at least 48 hours prior to the scheduled event.
12. Occupant can be limited to advance reservations of the clubhouse on a weekend (Friday, Saturday or Sunday) no more than 3 times in one calendar year. There is no limiting the number of times the clubhouse may be rented by an individual on weekdays.
13. Only groups of Unit Owners/Occupants may reserve and use the clubhouse without charge.
14. The Association is not responsible for any articles, personal or otherwise, which are lost, stolen, or misplaced by any Unit Owner/Occupant or guest.
15. Occupancy of the clubhouse is limited to 40 people, based on fire code regulations.
16. Persons renting the clubhouse must inspect the premises for existing conditions. Failure to inspect may result in being assessed for previous unobserved damage or cleaning.

### **To Rent the Clubhouse**

A Clubhouse Reservation Form must be submitted to the appropriate Representative at least 48 hours prior to the requested time. Clubhouse Reservation Forms are available on page C-5. The Representative currently responsible for renting the Clubhouse is identified in the community newsletter and identified in a posting at the clubhouse.

**Two checks are required by the scheduling Representative to confirm a rental of the clubhouse. A \$175.00 refundable security deposit made out to Bridgewater Condominium Association must be submitted with the Clubhouse Reservation Form.**

This amount will be refunded within 3 business days after the event, provided the clubhouse has been cleaned in accordance with the Clubhouse Clean-up Check List (see page 6-C) and there is no damage to the premises. The second check for \$50.00 for a group of 1-24 persons or \$100 for a group of 25-40 persons, addressed the same as described previously, is the actual rental fee and is due a minimum of 48 hours prior to the scheduled event start. If cancellation occurs inside the 48-hour period, the rental fee will be retained and the security deposit will be returned without penalty.

Renter agrees to the Clubhouse Rental Policies, as well as to the following Clubhouse Cleaning Guidelines.

Association is not responsible for supervision of renter, or for uncontrolled consumption of alcohol.

### **Clubhouse Cleaning Guidelines**

The Unit Owner/Occupant who rents the clubhouse is responsible for returning the clubhouse to its original and clean condition before leaving the clubhouse to insure that the building has been cleaned according to the "Clubhouse Clean-up Check List" (see page 6-C), and that no damage to the building or furnishing has occurred.

The renters have the option to decide in advance to have the clubhouse cleaned at their own expense by a contracted cleaning service. The scheduling representative is responsible for scheduling the service. The cost for service will be deducted from the deposit. Costs that exceed the amount of the security deposit will be billed to the Unit Owner.

**BRIDGEWATER CONDOMINIUM ASSOCIATION**  
**CLUBHOUSE RESERVATION FORM**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ (Res.)

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ (Bus.)

Date of Requested Reservation \_\_\_\_ Starting at \_\_\_\_ Ending at \_\_\_\_

I have read and have a copy of the Bridgewater Condominium Association Clubhouse Rental Policies and agree to abide by them. I fully understand that the costs incurred or penalties assessed by the Bridgewater Condominium Association, through the use of these facilities by myself and any guest, will be deducted from the security deposit, and any additional balance due will be paid by me upon presentation of a statement. I will have no more than \_\_\_\_\_ guests.

**I HAVE READ THE CLUBHOUSE RENTAL POLICIES AND AGREE TO ABIDE BY THEM AND TO HAVE MY GUESTS ABIDE THEM ALSO.**

Signature of Occupant \_\_\_\_\_ Date \_\_\_\_\_

Rental and Security checks must be made payable to Bridgewater Condominium Association and presented or mailed to: "the appropriate scheduling representative" - as identified in the community newsletter and in a posting at the clubhouse.

Deposit Received \_\_\_\_\_ Date: \$ \_\_\_\_\_ Check No. \_\_\_\_\_

**After Event Inspection**

Report by: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BRIDGEWATER CONDOMINIUM ASSOCIATION  
CLUBHOUSE CLEAN-UP LIST**

*Kitchen counters wiped clean, but DO NOT use any type of abrasive cleaners*

*Run garbage disposal*

*Clean up any spills in the microwave*

*Make sure the oven is turned off and wiped clean*

*Clean Microwave, Refrigerator and Grill*

*Empty and clean Coffee Pot*

*Wash any dishes or utensils that are used - return to proper location*

*Kitchen floor is swept and mopped*

*Vacuum all carpet areas*

*All tables are wiped clean*

*Television and Radio are turned off*

*All trash removed from kitchen and taken out back to container*

*Replace trashcan liners*

*Remove all food from refrigerator*

*Replace toilet tissue in bathrooms*

*Limit number of vehicles parking in front of Clubhouse during business hours of  
12:00 a.m. to 5:00 p.m.*

**LOCK ALL DOORS**

*Bridgewater Condominium Association*

*ATTACHMENT "D"*

*Application (or Exterior Alteration/Improvement)*

**Your Exterior Alteration/Improvement Application must be submitted and APPROVED in writing by the Board before you begin your project.** Be sure to read the Bridgewater Condominium Association Policies and Rules before you proceed for specifics pertaining to any exterior alteration or improvement. All alterations or improvements must occur within you limited common element. Applications that deviate from the Association's approved form, will have to be reviewed by the Association Board, which could take up to 30 days to complete. Also, any application submitted with incomplete information will not be approved.

Please complete the following information and submit this with plans, drawings, and/or literature

To: **Vetter Property Group**  
**70 Park Avenue West**  
**Mansfield, Ohio 44902**  
**Phone: 419-529-7222**  
**Fax: 419-522-2040**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ (daytime)

ADDRESS: \_\_\_\_\_ COMMUNITY \_\_\_\_\_

TYPE OF EXTERIOR ALTERATION/IMPROVEMENT APPROVAL REQUESTED:

\_\_\_\_ Storm Door \_\_\_\_ Landscaping \_\_\_\_\_ Gate on Fence

Other information or specifications: \_\_\_\_\_

Estimated completion date for project: \_\_\_\_\_

Your application for Exterior Alteration/Improvement (has) (has not) been approved.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent or Assn. Director

After you have received approval from the Association, contact the appropriate Township Zoning office to obtain your permit (if necessary).

***Bridgewater Condominium Association  
ATTACHMENT "E"***

**Violation Report Form**

*To avoid any confusion, make sure that all sections are completely filled out. For proper record keeping, list only one (1) item per report.*

**Section 1 – Identification of Person(s) committing the claimed violation**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Date and Time of Violation:** \_\_\_\_\_

**Section 2 Nature of Violation –**

*Describe violation and indicate which rule(s) was violated and include where this rule is in our Community Policies and Rules (Date June 25, 2015) document.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3 Additional Comments**

*Include any additional comments, if needed, that will assist the Association in securing compliance to the above. This could include pictures or other evidence of the violation.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 4 Unit Owner Filing Violation**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Cell/Work:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Submit this completed form to the Board of Directors mailbox located in the clubhouse next to the bulletin board by the restrooms.**

## COMPLAINT PROCEDURE

- A. Policy and procedure cannot replace courtesy and the need to communicate with neighbors/Owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each Occupant.
- B. Complaints against anyone violating the rules must be submitted to the Management Company **in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.**
- C. The Management Company will, in most instances, contact the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.
- D. If the reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to an enforcement assessment in accordance with the Enforcement Procedure.
- E. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

## ENFORCEMENT PROCEDURE

- A. The owner is responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the owner, guests, or the occupants, including tenants, of his/her home.
- B. Notwithstanding anything contained in these Rules, the Board has 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, will be assessed to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will be charged to the responsible owner's account.

D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

E. Prior to the imposition of a charge for damages to the common elements or other property, or 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. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date 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 (or, if unknown, a reasonable estimate 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 1 above.
  - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will 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 a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.

3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

### **REQUEST TO INSPECT RECORDS**

**Instructions:** This request form must be completed by any owner desiring to inspect or receive copies of any Association books of account, meeting minutes, membership roster, or other Association documents. Inspections may be made during the normal business hours of the principal office of the Condominium Property. The appointment should take place after the appropriate records are made available. This would be within 7 business days after the request is received. However, under certain circumstances a request may be processed within 24 hours.

During an inspection, the owner may designate for copying such records by use of a removable tab, slip or post-it note on the page(s) desired. The copies will be made available within 3 business days of the date they are designated. Original records may not be removed from the inspection location.

The Association requires that the owner provide the reason for each record requested and the intended purpose of the request in order to protect Association and personal confidences where necessary. It is the intent of the Association to allow inspection of most Association documents. However, given the personal and legal nature of some documents, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Inspections of the Association's records must take place during normal business hours at the Association's principal office located at Vetter Property Group, 70 Park Avenue West, Mansfield, Ohio 44902.

Upon written request, owners will be provided meeting minutes at no charge. For records other than meeting minutes, the owner will pay for copies and for the clerical time involved with retrieval, copying and re-filing the documents. Copying charges will be 25 cents per page, plus a handling fee of \$ \$10.00 for every 50 pages copied. The actual cost of all mailing charges will also be the owner's responsibility. All inspection, copying and mailing charges will be assessed to the owner's account.

This form must be completed in full, signed and dated in order to process the request.

OWNER'S NAME: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

PHONE NUMBER(S): \_\_\_\_\_

If the request is made through a owner's agent or attorney, please attach a copy of the owner's signed authorization of the agent or attorney's appointment.

Please list and number the Association records you wish to inspect (please be as specific as possible): \_\_\_\_\_

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For each of the records listed and numbered, please provide the reason and purpose for the inspection request. If additional room is needed, please attach a sheet hereto:

	<u>Record Requested</u>	<u>Reason and Purpose of Request</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

Preferred inspection dates and times: \_\_\_\_\_  
\_\_\_\_\_

Do you anticipate making copies of any records to be inspected?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If you prefer receipt of copies of the records listed above to an actual inspection, please check here: \_\_\_\_\_.

Requests for mailed copies of records will be filled within 3 business days of receipt. The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$50.00, do you wish to receive a total estimate of charges before receiving the requested documents? \_\_\_\_\_ Yes                      \_\_\_\_\_ No

I agree not to use or distribute any information or documents obtained from the inspection or copying of any Association records for any reason or purpose other than is stated herein. I agree to indemnify, defend and hold **BRIDGEWATER CONDOMINIUM HOMEOWNERS' ASSOCIATION**, its Board of Directors and officers, and its property manager and managing agent, and their successors, heirs, and assigns, harmless for any claim or damage made or sustained by any person arising from, related to, or concerning my inspection or receipt of copies of Association records. I further consent and agree that all inspection and copying charges incurred pursuant to this request, as outlined above, will be assessed to my account.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**OWNER'S SIGNATURE**

**A. Sale of a Unit**

1. Except as otherwise provided, signs are prohibited without prior, written Board approval.
2. Within 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 Unit Owner;
  - e. Sales price; and
  - f. Mortgagee.

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 Handbook;
  - c. Unit access door key(s), mailbox, and garage door key(s); and
  - d. Garage door opener.

**B. Rental of a Unit**

1. Leasing or sub-leasing a Unit for transient or hotel purposes defined as providing hotel, laundry, room service, 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 numbers 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 is responsible for rule enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
5. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and Rules.