

# ROLLING HILLS CONDOMINIUM ASSOCIATION



## RULES AND REGULATIONS HANDBOOK

REVISED: September 30, 2021

## Table of Contents

Welcome.....	3
Introduction.....	4
Common Elements.....	5
Limited Common Elements.....	6
Exterior Alterations.....	7
Personal Property.....	7
Garages.....	7
Rubbish Removal.....	7
Parking & Motor Vehicles.....	8
Window Coverings & Portable Window A/C Units.....	9
Signs.....	9
Grilling.....	9
Open Burning/Fires.....	9
Flags.....	9
Pets.....	10
Sale/Leasing of a Unit.....	10
Collection Policy.....	10
Complaint Procedure.....	11
Enforcement Procedure.....	11
Important Phone Numbers.....	13
Camera Rules & Regulations.....	14
Satellite Dish Rules & Regulations.....	16

## **Welcome to Rolling Hills Condominium Association**

The objective of the Board of Directors and all your fellow owners is to maintain Rolling Hills Condo as a quality place in which to live. One way to help accomplish this is to establish a set of common-sense Rules and Regulations that apply to living at Rolling Hills Condo. They take into consideration the health, safety and comfort of all Rolling Hills Condo residents. We hope you will find them reasonable and will cooperate by upholding, supporting and abiding by them.

Rolling Hills Condominium has hired a Management Company to handle the day-to-day operations of the property. The Management Company's job includes: handling accounts receivable and payable; soliciting bids and overseeing the work performed by the various contractors hired by the Board; attending to owner requests for maintenance; answering owners questions and concerns.

Please keep this booklet handy. Should you sell your unit, please be sure your buyer has a copy. Every owner should also have a copy of the governing documents of Rolling Hills, the Declarations and Bylaws as recorded in the Summit County Records and can also be found on the Management Company's website. These documents, as well as the amendments, must be passed on to anyone who purchases your unit.

This booklet is intended to supplement, not replace, the Declarations and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

Please do not hesitate to contact the Management Company with questions or comments.

Board of Directors,  
Rolling Hills Condominium Association

## **Introduction**

Rolling Hills Condominium Association is located in Summit County, Ohio. The condominium property is served by the City of Twinsburg Police and Fire Departments.

The property is comprised of sixty-two (62) two story townhouse style units, located in eleven (11) buildings. The street and drives are private and therefore are maintained by the Association.

Similar to every condominium association, Rolling Hills is a not-for-profit corporation, and is such, is subject to a corporate form of governance. This guarantees each of us, as owners, the right to attend all open meetings, particularly the annual meeting, at which time the election of the Association's governing Board takes place.

Our Board members are volunteers, who must own a unit at Rolling Hills and are elected by unit owners. Our Board is mandated to act in what it believes to be the best interest of the entire Association. One of the major responsibilities of the Board is to determine our annual assessment fees, and while owners may be consulted as to their opinions, it is the Board that makes the final decision each year. Similarly, our governing documents place the authority to select our service providers (landscapers, attorneys, painters, etc.) in the hands of the Board. In addition, just as in any corporation, our Board has the authority to make reasonable rules and regulations governing the Association.

Owners are encouraged to express their opinions, preferably in writing, to the Board. While a competent Board will give serious attention to these opinions, remember, the Association's Board makes the final decisions. The best way to have one's ideas put forward is to become active in the Association and to seek election to the Board.

Many people choose the condominium lifestyle as a more carefree way of life. They prefer having someone else worry about the cutting the grass, painting the outside of the residences, etc. They recognize that they have delegated certain rights and believe it is well worth it.

## **Details of the Rules and Regulations**

### **I. Environment of Common Elements**

Common Elements- Common Elements are everything but the individually owned condominium unit and are owned by all the unit owners together. Examples include roofs, lawns, parking areas, driveways, siding and landscaping beds. The reasonable repair and maintenance of the common elements is the responsibility of the Association except as otherwise explained in the Declaration, Bylaws and Rules and Regulations.

- A. The Common Elements are for the use and enjoyment of all Rolling Hills residents; therefore, we require everyone to be considerate in their use.
- B. The Association holds owners responsible for the actions of their families and guests.
- C. Littering is prohibited.
- D. Residents shall not modify, paint, improve or otherwise alter the exterior of the units without prior approval of the Board.
- E. No awning or projections, signs, wiring, air conditioners, non-conforming window dressings or any other items shall be permitted on the exterior, or visible from the exterior, of any unit, garage, window, or door without prior, written approval of the Board.
- F. Tents, camping related equipment, campers, trailers or any type of portable living quarters are prohibited.
- G. Door, porch lamp and post decorations that are seasonal in nature shall be permitted during that seasonal period only.
- H. Requests for installation or replacement of doors, storm doors, windows, etc., must be submitted and shall be subject to prior written approval by the Board of Directors. Failure to do so may result in the Board requiring you to remove the new item and return back to its original state.
- I. Any item needing repairs on the exterior of the unit or the Common Elements must be reported to the Management Company.

### **Condominium Association Responsibilities:**

**The Association is responsible for the reasonable maintenance of the following:**

- 1. Roofs**
- 2. Vinyl siding, exterior brick, shutters and trim**
- 3. Gutters and downspouts**
- 4. Roads, driveways and front sidewalks, stairs and stoops**
- 5. Exterior of chimneys**
- 6. Landscaping, including grass cutting, fertilization of lawns, common area landscaping beds, trees and shrubs.**
- 7. Exterior and attic exterminating ONLY**
- 8. Electrical power to roadway post lights**
- 9. Insurance on common elements and building structures**
- 10. Snow removal on driveways, roadways and parking areas**

## II. Limited Common Elements

Limited Common Elements- Certain parts of the common elements are built and designed specifically for each individually owned condominium units (e.g. patios).

These are designated limited common elements because they are private to and serve only one condominium unit owner. For example, the private patio associated with a particular condominium unit is for that owner's use only, and the cost to repair and maintain it, is the owner's expense. However, the Association has the right to dictate to the unit owner how repairs are to be made and what can be stored or placed upon the patio, etc. Fire pits/open fires are NOT allowed on any Limited Common Element or Common Elements of the property.

Limited Common Elements include:

- A. All structural exterior walls of the unit and one-half of any wall separating the Unit from another, floors and ceilings forming the bounds of such Unit, excluding the structural and component parts thereof.
- B. All glass and screens within window and door frames within the perimeter walls of such Unit, and all doors, hinges, locks, latches and other hardware attached thereto.
- C. All plumbing, electrical, heating, cooling, ventilating and other utility equipment and appurtenances, including service lines, pipes, ducts, wires, plugs, outlets, conduits, valves, toilets, sinks, faucets, shower stalls, bathtubs, registers, grills, thermostats, vent and duct covers, light fixtures, control knobs, light switches and switch plates and receptacles within the perimeter boundaries of a unit or which serve only one unit, and the structure, if any, located outside such Unit containing equipment serving only such Unit.
- D. The balcony or patio, which is adjacent to and serves only such Unit.
- E. The garage adjoining the Unit, and to which the occupants have access by interior connecting door.
- F. All other Common Areas and facilities located within the bounds of such Unit and which serve only such Unit.

### **Unit Owner Responsibilities:**

- 1. All doors, screen doors and glass doors.**
- 2. All windows, window frames, window sashes, window screens and window glass.**
- 3. Gas, electric, water and other utility service lines from the meter to inside the unit, pipes, wires and conduits serving one unit.**
- 4. All heating, cooling and ventilation equipment.**
- 5. Patios and/or four seasons rooms in the rear of the Unit.**
- 6. Walls, ceiling and floor of the garage.**
- 7. All mechanical apparatus/repair and replacement of appliances, fixtures, all equipment and interior walls and alterations thereto.**
- 8. Insurance for private homeowners' coverage (H-06 policy).**
- 9. Any additions or changes constructed by a Unit owner.**

10. **Repair and/or replacement of any limited common or common elements area item damaged by the unit owner, family or guest due to accident or neglect.**
11. **Maintenance of chimney flues and chimney caps.**
12. **Painting/replacement of garage doors.**
13. **All interior pest extermination.**

### **III. Exterior Alterations**

Alterations, additions, fences, walls, decks, etc. are prohibited to be made to the exterior of the Unit without prior written approval of the Board of Directors. Trees or shrubs are prohibited to be planted, transplanted or removed without prior written approval of the Board of Directors. Owners must present to the Management company a letter of desired changes. Pictures and drawings are highly suggested to be included. To submit a request for an exterior modification, the owner(s) must be current in all fees and assessments. ***The Board of Directors has the authority to require an Owner to remove and return back to the original condition, any exterior modifications that were not approved by the Board.***

### **IV. Personal Property**

- A. All personal property such as bicycles, toys, pools, etc., must be stored in the Units or their garages.
- B. No clothing, sheets, blankets, laundry or any other article may be hung out or exposed on the property.
- C. Pools, swing sets, children playhouses, sheds, basketball hoops and dog houses, cages or other structures to keep pets in, are not permitted on the condominium property.
- D. The Association may remove and store any and all items left in the common elements. Charges for storage will be billed back to the Owner.

### **V. Garages**

- A. Garage doors must be closed when not in use and kept in working order.
- B. The garage must be used as the primary parking space.
- C. Garage sales are NOT permitted on property.

### **VI. Rubbish Removal**

- A. Rubbish, trash or other items to be disposed must be placed in an appropriate container or sealed bag.
- B. Rubbish shall not be put out prior to the evening before trash pickup is scheduled.
- C. All trash and recycle containers MUST be removed from the street by the evening on pickup day and MUST be stored in the garage.

- D. For bulk item pickups, the owner must call the rubbish company to set up for a pickup. Any bulky items that are upholstered, such as couches, mattresses, box springs, must be covered with a plastic wrap.

## **VII. Parking and Motor Vehicles**

- A. The speed limit on Rolling Hills Drive is 15 miles per hour.
- B. Parking is banned at all times on the even numbered side of the streets (the side with the fire hydrants), to allow the passage of emergency vehicles. Furthermore, parking is prohibited on the street between the hours of 1:00 am to 7:00 am. If vehicles are in violation of this rule, their vehicle will be towed at the owner's expense.
- C. The number of vehicles per unit is limited to three (3). The garage is considered the primary parking space, the driveway is the second and should an owner/tenant have a third car, it may be parked in the overflow areas.
- D. There shall be no parking or driving of any vehicle, bicycle or moped on any grass area.
- E. Vehicle repairs shall be limited to the owner's garage or in front of the garage and shall not be under repair for more than twenty-four (24) hours without prior consent of the Board. Absolutely no fluids may be drained on driveway or common areas.
- F. The following vehicles are prohibited on the property: trailers, motor homes, camping vehicles, house trailers, horse trailers, boats or boat trailers.
- G. Disabled, inoperable or abandoned vehicles may not be left on the property for more than forty-eight (48) hours. A vehicle may not be stored in the parking areas. Failure to follow this rule could result in the vehicle being towed off the property.
- H. Driveways must be kept clean of all debris, grease, oil, etc., at the owner's expense.
- I. Any vehicle found in violation of the Rules and Regulations may be towed and stored at the owner's expense, in addition to any other remedies of the Association.
- J. Chapter 5, Section 509.14 (a), of Twinsburg's Codified Ordinances, states "It is unlawful for any person operating or occupying a motor vehicle within the City to operate or amplify the sound produced by a radio, tape player or other sound making device or instrument from within the motor vehicles so that the sound is: Plainly audible at a distance of 100 feet or more from the motor vehicle." Should loud music coming from vehicles are reported to Management, this could result in fines being applied to the violating unit owners account.



## **VIII. Window Coverings and Portable Window A/C Units**

All window coverings, draperies, blinds (vertical and horizontal), or valances must be white, off white, light beige or light gray on the exterior side and properly maintained. Sheets, aluminum foil, etc., are NOT permitted as window coverings.

Portable window A/C units are NOT PERMITTED in the windows located in the front of each building/unit, UNLESS Management has a doctor's note claiming the A/C unit is needed for medical purposes. They are ONLY permitted to be placed in the windows on the rear sides of each building.

## **IX. Signs**

1. Small security signs are permitted.
2. One professionally printed "For Sale" sign is permitted only in the window of the Unit. "For Sale" signs are prohibited in the grassed areas.
3. An "Open House" sign is permitted in the front yard of the Unit only when the Unit is open to the public.
4. Political signs, contractor signs, company signs, etc. are PROHIBITED on the entire property.

## **X. Grilling**

In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other open flame devices are prohibited to be used within ten (10) feet of a multi-family building. Grills should be stored in the garage or on the patio when not in use, only after properly cooled. If an owner melts or burns any siding, or any other Association property, the owner will be held responsible for replacing any items affected.

## **XI. Open burning/fires**

Open fires are NOT PERMITTED. This includes fire pits, bonfires, portable fireplaces, fire tables, etc.

## **XII. Flags**

The following flags are the only flags permitted to fly in the Association: The United States of America, POW/MIA, or an Armed Forces flag. All other flags are PROHIBITED. Flag poles are not permitted on the property; however, a flag holder is allowed to be installed on the wood/vinyl around either the garage door or front door. Flag holders are prohibited from being attached to the siding and/or brick.

### **XIII. Pets**

- A. No animals of any kind, including without limitation, fish, birds, reptiles, or mammals shall be raised, bred or kept in any Unit or in the Common Areas, except that dogs, cats, or other typical household pets may be kept in Units, subject to the Rules, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that as such pet causing or creating a nuisance or unreasonable disturbance to any Unit owner shall be permanently removed from the Condominium Property upon three (3 days' written notice from the Association.
- B. ALL PETS are to be on a hand-held leash when out of the Unit. Pets are not permitted to run free. They must be accompanied by their owners.
- C. Pet owners shall be held liable for any and all damages caused by their pets to any common property including, but not limited to shrubs, bushes, trees and grass.
- D. NO PET shall be tied outside a condominium unit. Tie outs are NOT PERMITTED anywhere on the property.
- E. Pet owners are responsible for the immediate clean up after their pet.

### **XIV. Sale or Lease of a Unit**

- A. No Unit owner or occupant shall rent or lease for transient or hotel purposes, which is defined as a rental for any period of less than thirty (30) days or any rental where the occupant of the Unit is provided customary hotel service.
- B. Any Unit owner wishing to lease their Unit, shall notify the Association in writing of the name and address of the proposed lessee together with a true copy of the proposed lease. No lease may be for a term of less than one year, nor longer than two years.
- C. Each lessee will be required to observe the Declaration, Bylaws and Rules and Regulations of the Rolling Hills Condominium Association.
- D. Each Unit owner will be held responsible for the actions of their tenant and if necessary, fines will be applied to the Unit owner's account for infractions of the Governing Documents.

### **XV. Collection Policy**

- A. All assessments are due on the first (1<sup>st</sup>) day of the month and are considered late, if not received by the tenth (10<sup>th</sup>) of the month.
- B. An administrative late charge shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
- C. The Association shall credit payments made by the unit owner in the following order of priority:
  - 1. First, to interest owed to the Association;
  - 2. Second, to administrative late fees owed to the Association;

3. Third, to collection costs, attorney's fees, and paralegal fees incurred by the Association, and
  4. Fourth, to the principal amounts the unit owner owes to the Association for the common expenses or enforcement assessments chargeable against the unit.
- D. Any past due assessments may cause a lien and foreclosure to be filed against the owner.
- E. Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
- F. 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 in response to such violation and shall charge and collect from said owner the entire cost and expense including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

## **XVI. Complaint Procedure**

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

## **XVII. Enforcement Procedure**

- A. The owner shall be responsible for any violations of the Declarations, Bylaws or Rules and Regulations by the owner, guests or occupants of his/her unit.
- B. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Associations governing documents, as the Board, in its sole discretion, may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.

- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible owner's account.
- D. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day assessments MAY be levied by the Board against an owner in violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - 1. Written notice will be served upon the alleged responsible owner specifying:
    - a) 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 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. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than ten (10) days of due date.

## Important Phone Numbers

### Emergency:

Police/Fire Emergency.....911  
Police Non-Emergency.....(330) 425-1234  
Fire Non-Emergency.....(330) 425-3131  
Poison Control Center.....(216) 231-4455

### Utilities:

Ohio Edison (Electric).....(800) 633-4766  
Ohio Edison (Reporting Electricity Outage).....(888) 544-4877  
Dominion Energy Ohio (Gas).....(866) 366-4357  
Division of Water-City of Cleveland.....(216) 664-3130  
Waste Management (Trash Hauler).....(866) 797-9018  
Spectrum (Cable, Internet, Phone).....(855) 855-4575  
Windstream (Phone, Internet).....(330) 892-4114

**ROLLING HILLS CONDOMINIUM ASSOCIATION  
CAMERA RULES AND REGULATIONS**

1. ACCEPTABLE CAMERAS – Doorbell cameras such as a Ring and security cameras such as a Ring, Nest or Blink are allowed. Professional security cameras from a company such as ADT are allowed.
  
2. LOCATION OF INSTALLATION
  - a. Only one doorbell camera is allowed to be installed at each unit.
  - b. Only one camera is permitted to be placed on the rear of the unit, which will show the patio door.
  - c. Cameras are NOT allowed to be pointed into a door or window of a neighboring unit.
  
3. MAINTENANCE
  - a. Owners have 72 hours to remove or repair a camera if it becomes detached from its installation base, if not, the Association has the authority to remove the camera and bill the charges back to the owner.
  - b. Upon sale or other transfer of the unit, cameras must be removed and the property restored to its original condition. If a camera was installed putting holes into the siding, when the camera is removed, that piece of siding will need to be replaced by the owner.**
  
3. NOTIFICATION AND WAIVER - The attached notification and waiver along with a drawing of the proposed camera installation location must be submitted prior to any installation.
  
4. SEVERABILITY - If any of the foregoing guidelines and rules or provisions are declared void, such provision shall be deemed severed from these guidelines and rules which shall otherwise remain in full force and effect.

NOTE: The above guidelines are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a camera. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision-making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all residents.

**ROLLING HILLS CONDOMINIUM ASSOCIATION**

**Notice to Install Cameras on  
Individually - Owner or Limited Common Area and Waiver Agreement**

Resident(s) Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Type of Camera(s):      \_\_\_\_\_ Doorbell Camera      \_\_\_\_\_ Outdoor Camera

Date of Installation: \_\_\_\_\_

Please indicate the location of camera(s):

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

**WAIVER AND RELEASE**

I shall comply with all of the Association's rules for installing, maintaining, using, and removing camera(s) and any structures, fixtures or screening materials. I assume liability for any damage to the Association and other owners' property that occurs due to camera 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 camera(s), and for any and all damage to or loss of the camera(s) and any structures, fixtures or screening materials associated with the camera(s), that I may sustain or incur from whatever source or cause.

I understand that camera(s) will not be pointed into another Unit's doors or windows for privacy/security purposes.

I agree to pay for all costs associated with the installation, maintenance, use or removal of the camera(s). Such costs include, but are not limited to, any and all expenses for replacement of siding and/or wood, if damaged.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ROLLING HILLS CONDOMINIUM ASSOCIATION  
SATELLITE DISH RULES AND REGULATIONS**

1. ACCEPTABLE SATELLITE DISHES - One direct broadcast satellite (“DBS”) and one multipoint distribution service (“MDS”) one meter (approximately 39”) in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as “dish (es)”, per Unit, is permitted. Additional dishes may not be installed unless the owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.
  
2. LOCATION OF INSTALLATION
  - a. The dish must be installed entirely within the owner’s limited common area (patio). They may also be installed on the rear of the roof with the Boards approval. Any location must first be approved in writing by the Board of Directors.
  
  - b. Dishes must not attach to, affixed to or encroach into or onto the common areas of the Association without written Board approval. This precludes any installation on or attached to any exterior door, building (including the exterior of any screened-in porch) or window surface, or the exterior of any fence area. Any installations that partially or fully obstruct or interfere with the entry or exit from a unit, such as on any front stoops or sidewalk areas, are strictly prohibited for safety reasons. Installations upon or attached to any heating, cooling or ventilating equipment or concrete pad, or any other utility system, are also prohibited for safety reasons.
  
3. INSTALLATION OF SATELLITE DISHES
  - a. All dishes must be installed as required first by these Rules as well as in compliance with local building and safety codes, in accordance with the manufacturer’s instructions, and shall not damage or impair the common or limited common areas.
  
  - b. Dishes shielded from view from the outside community and from other units to the maximum extent possible.
  
  - c. All installations shall take aesthetic considerations into account.
  
  - d. The installation of wiring shall not impair the integrity of the building. There shall be no penetrations of the common areas or limited common areas for wiring unless it is necessary to receive acceptable quality signals.



- e. All contracted installers must maintain general liability insurance, including completed operations, of at least \$2,000,000.00 and Workers' Compensation coverage.

4. MAINTENANCE

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

- 5. NOTIFICATION AND WAIVER - The attached notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation.
- 6. SEVERABILITY - If any of the foregoing guidelines and rules or provisions are declared void, such provision shall be deemed severed from these guidelines and rules which shall otherwise remain in full force and effect.

NOTE: The above guidelines are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a satellite dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all residents.

**ROLLING HILLS CONDOMINIUM ASSOCIATION**

**Notice to Install Satellite Dish/Antenna on**

**Individually - Owner or Limited Common Area and Waiver Agreement**

**If dish is already installed you will need to fill out this form for the Board to review and approve**

Resident(s) Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Type of Dish:  Direct broadcast satellite. Diameter in inches \_\_\_\_\_

Television broadcast

Multipoint distribution service. Diameter in inches \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Other (described in detail):

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

Date of Installation: \_\_\_\_\_

Please indicate the method of Installation and location:

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

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.

**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 the 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 to Association to maintain all condominium property for which it is responsible.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

BOARD APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_