This handbook is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws will govern. ....... Revision 1
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Dear Unit Owner and Occupant:

Welcome to the Windsor Estates Condominium Association, we hope you enjoy your Unit and become an active part of the community in which you have chosen to live. Our objective is to reasonably maintain Windsor Estates as a truly beautiful and distinctive place to live. To accomplish this, we have adopted Rules (The Resident Handbook) that pertain strictly to living at Windsor Estates in the condominium atmosphere.

These are common sense Rules that take into consideration the reasonable health, safety, and comfort of all our Occupants. We are confident that you will find them reasonable and will cooperate by observing and upholding them.

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

We ask that you keep this handbook handy and refer to it whenever necessary. Should you sell or lease your Unit, you must provide a copy to your tenant or buyer. If something arises that is not covered in The Resident Handbook, please do not hesitate to contact the management company or your Board of Directors for further clarification. Every Unit Owner should also have a copy of Windsor Estates Declaration of Condominium Ownership and the By-laws. Additional copies of these documents may be obtained from the Management Company at a nominal cost.

Thank you,
Board of Directors
Windsor Estates
Condominium Association
I. Introduction
Windsor Estates Condominiums are located in Aurora, Ohio. The Condominium Property uses the services of the City of Aurora Police and Fire Departments.

Construction of the Condominium Property began in 2003 and was completed in 2007. The property is comprised of 50 Units. The streets are private and therefore reasonably maintained by the Association. The Association also maintains an insurance policy for the Common Elements, but Unit Owners and Occupants are responsible for obtaining insurance for their units and personal effects.

As a private Condominium Property, we are governed by the recorded Declaration and By-laws. We elect our own Board of Directors from our Unit Owners and spouses of Unit Owners. The Board reasonably manages Association affairs on behalf of our Unit Owners. There are 5 Board members who each serve without compensation for a term of 3 consecutive years. There are no term limitations. Board elections are staggered so as to elect 2 members each year for two years and one member the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual meeting, the Board of Directors is organized by electing from among its members the following officers: President, Vice-President(s), Secretary, and Treasurer.

The Annual Meeting of the Unit Owners for the election of Board Members is held in the month of April each year. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend a Board meeting should check with the Management Company to verify the date, time, and meeting location.

The Association retains the services of a professional Management Company as determined by the Board. They can be reached at their main office. Please see contact information on page 20.

II. Channels of Communication
The Board of Directors consists of 5 individuals who are Unit Owners and spouses of Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making reasonable decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's scheduled meeting, generally held on the first Thursday of each month.

In between the regular Board meetings, the Board relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should immediately contact the fire/police departments.
The Board requests and appreciates your cooperation and understanding that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

III. General Information
   1. Recreation Facilities: Each Unit Owner is automatically a member of the Lakes Tennis and Health Club.
   2. The Club consists of:
      a. Clubhouse, swimming pool and two tennis courts located on Countrywood Trail. Exercise equipment, meeting/party room facilities are located in the clubhouse. Exercise classes are occasionally conducted, and fees are arranged with the individual instructor.
      b. Swimming pool and two tennis courts are also located on West Parkway Blvd.
      c. The fee for use of these facilities is included in the monthly Association fee.
      d. Pool passes can be obtained from the Lakes of Aurora business office in the clubhouse. All Unit Owners, Occupants, and guests must abide by the rules posted at the facilities.
   3. Extermination of Pests:
      a. Common Elements: Extermination of pests (hornets, etc.) is provided by the Association. Contact the Management Company by phone to arrange for the service.
      b. Unit Area: Extermination of pests on the outside of the Unit is provided by the Management Company, however, pests within the Unit, is the responsibility of the Unit Owner. The Management Company will usually have a contractor available if the Unit Owner wishes to participate in an annual service.
   4. Sale of a Unit - After you sell your Unit:
      a. You or your real estate agent/lawyer must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyers.
      b. The Management Company will coordinate this paper work with the bank, real estate agents, appraisers, and escrow agents. A transfer fee is charged to the seller and paid out of escrow from the proceeds due to the seller at the time of the title transfer.
      c. The seller is responsible for providing the following information to the buyer:
         i. Copy of the Master Declaration of Covenants and Restrictions
         ii. A copy of the Declaration of Condominium Ownership, By-laws and a copy of this Residents Handbook.
         iii. Written notice of any exterior changes, landscaping changes, and other improvements constructed by the seller or previous sellers that are the responsibility of the Unit Owner to maintain, repair and replace.
IV. Common Elements – Responsibilities

Common Elements are everything but the individually owned Units and are owned by all Unit Owners together. Examples include visitor parking areas, street lights, and roadways. The reasonable maintenance, repair and replacement of the Common Elements are the responsibilities of the Association except as otherwise explained in the Declaration, By-laws, and Rules.

Below are examples for which the Association is responsible for the reasonable maintenance, repair and replacement:

- Signs and entrance areas
- Common element utilities
- Common element insurance policies and submission of all claims against the Association’s insurance policies
- Snow removal – streets, driveways and side walks
- Sprinkler systems and sprinkler system water usage
- Landscaping, including grass cutting, fertilization of lawns, common gardens, trees and shrubs (although an exception exists where a Unit Owner or Occupants has modified or installed landscaping; in that instance, the Unit Owner or Occupant is responsible for all maintenance, repair and replacement of the area added or modified.).

A. The Common Elements are for the use and enjoyment of all Unit owners; therefore, we require everyone to be considerate in their use by conforming to these Rules.
B. Unit Owners are responsible for the actions of their family, guests and tenants.
C. Littering is prohibited.
D. Modifying through, painting, improving, or otherwise altering the exterior of your Unit without prior, written approval of the Board of Directors is prohibited.
E. Window awnings, canopy, sign, wiring, lighting, window air conditioners, or any other item is prohibited on the exterior, or visible from the exterior of any Unit, without prior, written approval of the Board of Directors. (See rules Section VIII and XVII pertaining to Satellite Dish and Waiver Agreement).
F. Changes, alterations, construction or decorations are prohibited in the Common Elements unless done pursuant to prior written approval of the Board of Directors.
   a. Decorative items such as gazing balls, bird baths, bird feeders, statues, lighting, and benches are prohibited in the Common Elements.
   b. A total of 2 potted plants, no larger than 12” in diameter are permitted from April through November 1 to be placed in the Common Elements.
   c. Plant stands for potted plant which are not higher than 36” are permitted.
   d. One shepherd’s hook pole, with no more than 2 hooks for hanging planting baskets per unit is permitted, but must be removed if they are empty or contain dead plants.
   e. All items must be removed from the Common Elements by November 1.
G. Outdoor holiday decorations are permitted during the holidays from Thanksgiving until the end of January only. Halloween, Valentine’s Day and other holiday decorations may be displayed not more than 1 week before and 1 week after the holiday or event.
H. Holiday lights must not be a nuisance to neighboring Occupants and all holiday lights must be turned off by 12:00 P.M.
I. Unit Owner complaints regarding decorations should submit a written complaint to the Board of Directors. The Board’s decision will be final. (See section XV for complaints and section XVI regarding enforcement.)

J. One standard US/Military flag is permitted in the Common Element in the front of the Unit. The flag must be made of a fabric type material (Nylon, polyester, or cotton) and cannot be more than 3’ x 5’ in dimension.
   a. Flags must not be installed where they could obstruct a sidewalk, roadway or visibility on the road way.
   b. Unit Owners displaying flags must comply with all rules governing the display of the American Flag, including:
      i. American Flag etiquette requires the flag to be displayed only from sunrise to sunset, unless the flag is otherwise illuminated; however any added illumination must not be a nuisance to neighboring Occupants.
      ii. The flag may not be displayed on days when the weather is inclement, except when an all-weather flag is displayed;
      iii. The flag should never touch anything beneath it, such as the ground or the floor;
      iv. The flag must be immediately removed and or replaced once it is worn, faded or tattered.

K. Tents, camping-related equipment, or any type of portable living quarters are prohibited.

L. Any item needing repair or maintenance, and situated on the exterior of the Unit is the responsibility of the Unit Owner.

M. Unit Owners must use the appropriate form provided by the Board to request corrections needed in the Common Element. (See rule section XVIII.)

V. Personal Property
   A. Items of personal property are prohibited in Common Elements. All personal property such as bicycles, recreational and play equipment, pools, sandboxes, etc., must be kept in the Unit or garage when not in use.
   B. Clothing, sheets, blankets, laundry, or any other like articles may not be hung or exposed in the Common Elements.
   C. Garage sales are prohibited.

VI. Limited Common Elements
Certain parts of the Common Elements are intended for the exclusive use of the individually owned Unit and are designated as Limited Common Elements. Examples include patios, porches, decks, sidewalks, and Unit driveways. Maintenance, repair, and replacement are at the expense of the Unit Owner. For example, the private patio associated with a particular Unit is for that Unit Owner’s and Occupant’s use only and the cost to maintain, repair and replace the patio is at the Unit Owner’s own expense. Similarly driveways that are shared by more than one Unit are the responsibility of the Unit Owners equally. However, the Association retains the right to define how repairs are to be made or modified.

   A. Ohio Revised Code 5311.04 (G) prohibits the Board of Directors alone from authorizing construction of an addition such as a screened-in enclosure or three season room or
enclosed room within the limited common element or common element without unanimous consent of the Unit Owners.

B. The Board of Directors may approve or disapprove construction of an open deck or patio extending into the limited common elements or common elements; however if approved the Unit Owner will be required to pay legal and filing fees to amend deed restriction filed with Portage County.

C. Board approved construction of open, unenclosed porch or patio within the existing limited common elements would not require legal and filling fees as a deed restriction amendment would not be required.

VII. Individual Units

Everything within the boundaries of the individually owned Unit was built and installed for the exclusive use of Occupants of that Unit. This is the Unit Owner's responsibility to maintain, repair, replace and insure.

Additional examples of Unit Owner responsibilities include:
   o All doors, screen doors, and storm doors.
   o Walkways to the Unit and Unit Owner installed landscaping.
   o All window frames, window sashes, window screens, and skylights.
   o All gas, electric, water, sewer, other utility service lines, pipes, wires, and conduits serving only one Unit. -All heating, cooling, and ventilation equipment.
   o Entire building including foundation, roof, and exterior walls. -All mechanical apparatus used for opening and closing garage door.
   o All appliances, fixtures, equipment, and interior walls and alterations.
   o Insurance for private homeowner coverage for the entire Unit (including interior liability and content).
   o Any additions or changes constructed or installed by the Unit Owner.
   o Repair and/or replacement of any item within the Limited Common Elements or the Common Elements damaged by the Unit Owner, tenant, family, or guest, whether damaged intentionally or as a result of accident or neglect.

A. Conducting any industry, business, trade, occupation or profession of any kind - commercial, educational, or otherwise that involve customers, employees, licensees or invitees coming to the Unit is prohibited.

B. Activity that is offensive and which results in annoyance or nuisance to other Unit Owners or Occupants is prohibited.

C. Units are to be used for any individuals living together as a single housekeeping unit. Any Unit is prohibited to be used as a rooming house, commercial foster home, or any similar type lodging, care, or treatment facility.

D. Only white, full view glass storm doors or white full screen doors are permitted on the front entry door.

E. Front entry door must be painted white.

F. Awning coverings for decks and patios must be in muted earth tone colors and have the prior, written approval of the Board of Directors before being installed.

G. Garage doors must be white and kept in working order.
H. Signs are prohibited, except small security signs and street numbers are permitted to be displayed without prior written consent of the Board of Directors. In the event of a sale of a Unit, one 12” x 12” or smaller "For Sale" sign for window or door display is permitted. In addition, one standard size "Open House" sign or "For Sale" sign may be displayed directly in front of the Unit and at West Parkway on the day of the Open House.

I. Political signs are prohibited.

J. Decks are prohibited to be painted and must be stained natural or a shade of brown.

K. Decks that are patio level or built over an existing patio and are raised off the ground/patio, are to be enclosed with lattice camouflaging the existing patio or the ground below the new deck. The lattice is prohibited to be painted and must be stained the same color as the deck, natural or a shade of brown.
   a. Existing patios, such as those described in the paragraph above, needing repair or requesting a design change, will at the time of repair/redesign enclose the raised patio with lattice and be stained the same color as the patio, natural or shade of brown (no paint).
   b. Installation of lattice does not apply to the upper deck of a walkout Unit located above a lower patio or deck
   c. All designs and colors for a new deck or replacement deck must have prior, written approval from the Board.
   d. Composite material, such as Timber Tech or Trex, may be used for the construction of a new deck or replacement of an existing deck.

VIII. Satellite Dishes

Acceptable satellite dishes are one DBS and one MD measuring one meter in diameter or less and one antenna designed to receive television broadcast signals per Unit. Dishes are to be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

A. The dish must be installed entirely within the Limited Common Element, (e.g. the rear deck, patio or roof).

B. All installations shall be in the rear of the Unit unless an acceptable quality signal is unavailable. Any installation that partially or fully obstructs or interferes with the entry or exits from a Unit are strictly prohibited for safety reasons.

C. Dishes must not attach to or encroach upon the Common Elements or another Unit’s Limited Common Element or Unit.

D. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions and must not damage or impair the Common or Limited Common Elements.

E. Dishes must be shielded from view from the outside community and from other Units to the maximum extent possible. Decorative covers, (e.g. imitation rocks or patio furniture) and shrubbery may be acceptable shields determined by the Board of Directors.

F. All installations shall take aesthetic considerations into account. The installation shall not impair the integrity of the building.
G. There shall be no penetrations of the Common Elements unless it is absolutely necessary to receive an acceptable signal(s). At that time, such penetration must be approved in writing by the Board.

H. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with applicable building codes and industry standards.

I. Dish owners or lesasers are exclusively responsible for all maintenance costs including but not limited to, cost to replace, repair, maintain, move, or remove dishes or any related materials, and for the repair of all damage to the Unit.

J. Damage to the Common Elements or Limited Common Elements caused by installation, maintenance or removal of dishes, dish owners are responsible to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) on removal of dishes.

K. Unit Owners have 72 hours to remove or repair a dish if it becomes detached. The Association may remove the dish at the Unit Owner's expense after 72 hours or anytime if the detachment threatens the safety of persons or property.

L. Upon sales or other transfer of the Unit, dishes located in the Common Element, must be removed and the area restored to its original condition.

M. If a mast is needed to get an acceptable signal, then the mast height may not be higher than is absolutely necessary to get an acceptable quality signal. Masts extending above the lowest roof line (i.e. gutter line), and thus beyond the height of the Unit or Limited Common Element, must be pre-approved by the Board of Directors and he mast must be installed by a licensed and insured contractor.

N. Masts, or any part thereof, must not be attached to, be in contact with, or extend into the Common Elements without prior Board of Directors approval.

O. The Notification and Waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation is enclosed for your convenience. (see section XVII for Dish Waiver Agreement)

IX. Pets
Animals are prohibited except for dogs, cats, birds, fish to be raised, boarded or kept anywhere in the Condominium Property, neither may any animals be bred nor maintained for commercial purposes.

A. Any pet creating a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon 3 days written notice from the Board.

B. All pets must be on a hand-held leash at all times when outside a Unit.

C. Within all Common Elements, pet owners are responsible for the complete and immediate clean-up after their pet(s).

D. Unit Owners are solely and exclusively responsible for the actions of their pet(s) or the pet of anyone residing in, or visiting, their Unit, including damage or injury to property or another person. Unit Owners are responsible for the cost of repairing any damage to the Common Elements caused by such pet(s), including but not limited to, the cost of replacing grass, bushes, or other landscape areas.

E. Invisible fences are prohibited.
X. Waste Disposal
Rubbish removal is provided at a fee through the City of Aurora by a private hauler. Variable levels of service are available.
   A. Rubbish, trash, or other items to be disposed of must be placed in appropriate containers or sealed plastic bags.
   B. Rubbish is prohibited to be put out before dusk on the evening before trash pick-up is scheduled.
   C. Rubbish containers/bags must be placed at the end of the driveway.
   D. All containers must be removed from the Common Elements within 12 hours following collection. Containers must be stored within the Unit or within their garage.
   E. Tie loose materials such as carpet or lumber in bundles no larger than 4 feet long, 2 feet in diameter and weighing not more than 75 pounds.
   F. Oil, solvent, or any other volatile or flammable material is prohibited from being poured, or allowed to spill into storm sewers, driveways, or Common Elements. Fluids, other than water, are prohibited to be drained on driveways, parking areas, or Common Elements.

XI. Parking and Vehicles
All Occupants must look to their own garage as their primary parking space and then their individual driveway as their secondary parking place.
   A. Windsor Circle and Somerset Lane each have guest parking areas accommodating up to a total of six vehicles per street. Dorset Court does not have any guest parking areas.
   B. On-the-street parking is permitted; however, double parking, parking in the middle of the cul-de-sacs, and parking in front of fire hydrants are prohibited.
   C. Parking overnight by an Occupant or visitor in a visitor parking area or street is permitted only when (i) the Unit Owner’s garage is full (meaning two vehicles parked within the Unit Owner’s garage) and (ii) the Unit Owner’s driveway is also full (meaning two or more vehicles parked in the Unit Owner’s driveway).
   D. Parking in visitor parking areas for an extended period of 7 consecutive days or longer by a Unit Owner or guests must be pre-approved in writing by the Board.
   E. The storage of a vehicle in any unenclosed parking area is prohibited.
   F. Parking or driving of any vehicle on any unpaved area is prohibited.
   G. Parking on any grass area is prohibited.
   H. Head in parking at the cul-de-sacs is required.
   I. Driveways and driveway aprons must be kept clean of all debris, oil, grease, etc., at the Unit Owner's expense.
   J. Except for vehicles in the course of making service calls, vehicles licensed, painted, signed, or equipped for commercial purposes may not park on the Condominium Elements.
   K. Boat, camper, trailer, or like vehicle is prohibited to be parked in any unenclosed parking area for more than 24 hours without the prior written approval of the Board of Directors.
   L. Disabled or abandoned vehicles may not be left on the Common Elements for more than 24 hours.
   M. Vehicles, whose use or stereo system disturb any other Occupants and/or create a nuisance, are prohibited.
   N. The speed limits on roads are fifteen miles per hour.
O. All stop signs are to be obeyed for the safety of everyone. Violators will be notified and a record kept for liability and legal issues.

P. In addition to any other remedies available to the Association, any vehicle found in violation of these Rules may be towed and stored at the Unit Owner’s expense.

Q. In order to provide for reasonable snow removal on the streets and visitor parking areas, parking in these areas is prohibited when snowfall exceeds 2”. Only the Unit Owner’s garage and/or driveway are to be used.

R. Driveways and visitor parking areas will not be plowed when vehicles are parked in the driveways, due to possible liabilities for vehicle damage.

XII. Sale of a Unit
1. Except as otherwise provided, for sale 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 address;
   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;
   f. Mortgagee.
   g. Any change in the information required in above must be provided to the Board within 30 days of the change.
4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
5. The seller is responsible for providing the following information to the buyer:
   a. Copy of Declaration and Bylaws, and any amendments;
   b. Copy of the Rules and Information Handbook
   c. Unit access door key(s), mailbox, and garage door key(s)
   d. Garage door opener

XIII. Leasing of a Unit
A. Except for hardship exceptions and Units that are grandfathered under the 2013 amendment, Units must be occupied by the Unit Owner, parent(s) or children) of the Unit Owner.
B. Leasing a Unit for transient or hotel purposes, as defined as periods of less than 6 months, or providing hotel, laundry and similar services, or roomers/borders, is prohibited. Subleasing is prohibited.
C. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
a. Copy of lease;
b. Full name of tenant(s);
c. Names of all Occupants of the Unit;
d. Home and business telephone number of tenant(s).

D. The Unit Owner is responsible for making the tenant aware of the Rules.
E. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner will be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.

XIV. Collection Policy
A. All assessments, including maintenance fees, are due on the 1st day of the month and are considered late if not received by the 20th of the month.
B. An administrative late charge of $20.00 per month will be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
C. Any payments made will 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
   c. Principal amounts owed on the account for common expenses and assessments.
D. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
E. 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 Unit Owner.
F. If any Unit 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, the Association may, but is not obligated to, undertake such performance or cure such violation and shall charge and collect from said Unit 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 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.
G. If any Unit Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the recreational facilities.

XV. Complaints
Complaints against anyone violating the Rules must be made in writing to the Board of Directors, and must be signed by the individual(s) making the complaint before the Board will address the issue.
XVI. Enforcement and Assessment Procedure for Rule Violations

A. The Unit Owner is responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the Unit Owner, guests, or the Occupants, including tenants, of his/her Unit.

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 Unit 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.

1. 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:
   a. Written notice(s) will be served upon the alleged responsible owner specifying:
      b. a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
      c. a description of the property damage or violation; and
      d. the amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
      e. 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 provides a timely request for 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 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.
XVII. Satellite Dish Waiver Agreement

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

Resident(s) Name:

Address:

Telephone (Day): _______________ Telephone (Evening): _______________

Type of Dish: __ Direct broadcast satellite. Diameter in inches ___________

_ Television broadcast

_ Multipoint distribution service. Diameter in inches _______________

Company Performing Installation: _______________________________________

Identify Installation Location: Rear Patio __ Rear Porch ___ Rear Deck ___

(Drawing indicating location must be attached to this form when submitted.)
Other (Describe in detail) _____________________________________________

Date of Installation: ____________________________

Please indicate the method of Installation: __________________________________

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

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

Yes ___ No ___

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

Is a mast necessary for reception? Yes ___ No ___

If yes, will the mast extend above the lowest roof line OR extend to a height greater than the distance from the installation to any neighboring unit? Yes ____ No ___

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

WAIVER and RELEASE

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

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

Signed: ____________________________ Date: ____________________________
XVIII. Request for Correction of Common Element

WINDSOR ESTATES CONDOMINIUM ASSOCIATION

REQUEST FOR CORRECTION OF COMMON AREA PROBLEM

Name of Owner/Resident: ____________________________________________
Address: __________________________________________________________
Phone Number: __________________________________ Date: ______________

Description and Location of Problem

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

Deposit this form in the drop box at the intersection of Dorset and Somerset
XIX. Request to Inspect Records Form

Instructions: This request form must be completed by any Unit 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 Association’s Management Company. 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 maybe processed within 24 hours.

During an inspection, the Unit Owner may designate for copying such records by use of 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 Unit 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 requirement that any inspection take place in the presence of an Association representative.

Inspection of the Association’s records must take place during normal business hours at the Association’s property management company’s office located at 1703 Brook Park Road, Cleveland, Ohio 44109.

Upon request Unit Owners will be provided meeting minutes at no charge. For records other than meeting minutes, the Unit Owners will pay for copies and for clerical time involved with retrieval, copying, and re-filing the documents. Copying charges will be $_____ per page, plus handling fee of $______ for every 50 pages copied. The actual cost of all mailing charges will be assessed to the Unit Owner’s account.

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

1) Unit Owner’s Name:_________________________________________

2) Address:__________________________________________________

3) Phone Number(s):__________________________________________

If this request is made through a Unit Owner’s agent or attorney, please attach a copy of the Unit Owner’s signed authorization of the agent or attorney’s appointment.

4) Please list the number of the Association records you wish to inspect (please be specific as possible):
   __________________________________________________________________________
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:

<table>
<thead>
<tr>
<th>Record Requested</th>
<th>Reason and Purpose of Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ______________</td>
<td>__________________________</td>
</tr>
<tr>
<td>2. ______________</td>
<td>__________________________</td>
</tr>
<tr>
<td>3. ______________</td>
<td>__________________________</td>
</tr>
<tr>
<td>4. ______________</td>
<td>__________________________</td>
</tr>
<tr>
<td>5. ______________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

5) Preferred inspection dates and time: ____________________________

6) Do you anticipate making copies of any records to be inspected?  ____Yes  ___No

7) If you prefer receipt of copies of the above listed records to an actual inspection please check here:  ____.

8) Request 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 an 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, to defend and hold Windsor Estates Condominium 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: _______________  Unit Owner’s Signature: _______________
## XX. Useful Phone Numbers

### AURORA INFORMATION

**AURORA UTILITIES**

**ELECTRIC SERVICE**  
OHIO EDISON COMPANY  
1-800-633-4766

**NATURAL GAS SERVICE**  
DOMINION GAS COMPANY  
1-800-362-7557

**TELEPHONE SERVICE**  
WIND STREAM  
1-800-222-6825

**REFUSE COLLECTION**  
RUMPKE  
1-800-828-8171

**CABLE**  
TIME WARNER CABLE-SERVICE  
1-800-TWC-CABLE

**CITY OF AURORA, DIVISION OF WATER**  
330-995-9109

**CITY OF AURORA, SERVICE DEPT.**  
330-995-9116

### AURORA SCHOOLS

**AURORA BOARD OF EDUCATION**  
330-562-6106

**AURORA HIGH SCHOOL**  
330-562-3501

**HARMON MIDDLE SCHOOL**  
330-562-3375

**CRADDOCK ELEMENTARY SCHOOL**  
330-562-3175

**LEIGHTON ELEMENTARY**  
330-562-2265

**MILLER SCHOOL**  
330-562-6199

### GENERAL INFORMATION

**AURORA POST OFFICE**  
330-562-7505

**AURORA LIBRARY**  
330-562-6502

**AURORA CITY HALL**  
330-562-6131

**AURORA POLICE (NON-EMERGENCY)**  
330-562-8181

**AURORA FIRE STATION (NON-EMERGENCY)**  
330-562-7171

**AURORA RECREATION DEPARTMENT**  
330-562-4333

**SUNNY LAKE**  
330-562-6910

**AUTO LICENSE (Kent)**  
330-673-1820

**AUTO LICENSE (STREETSBORO)**  
330-626-5500

**COUNTY DOG LICENSE - DUE JANUARY 20\textsuperscript{TH} EACH YEAR**  
330-297-3560

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*In the event of a loss of your mail box keys, contact the Aurora post office.

MANAGEMENT COMPANY

WESTERN RESERVE PROPERTY MANAGEMENT 1-216-749-6300
1703 BROOKPARK ROAD Dan Moskowitz
CLEVELAND, OHIO 44109

Club House on Countrywood Trail 330-562-8649

NOTE: SERVICE REQUESTS MAY BE DROPPED OFF IN THE MAIL BOX LOCATED NEXT TO THE UNIT OWNERS’ MAILBOXES FOR WINDSOR CIRCLE AND DORSET COURT.
XXI. Map of Windsor Estates