

**GLENABBY
CONDOMINIUM
ASSOCIATION**



**RULES HANDBOOK
DECEMBER 2019**

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Unit Owner refers to the Unit Owner, resident and occupants

LOCAL CONTACT INFORMATION

GLENABBY CONDOMINIUM IS LOCATED IN THE CITY OF COLUMBUS.

THE MAILING ADDRESS ONLY IS WESTERVILLE 43081

EMERGENCY POLICE AND FIRE	911
Columbus Police Non-Emergency	614-645-4545
Fire Non-Emergency	614-221-3132
Columbia Gas of Ohio	1-800-344-4077
American Electric Power (AEP)	1-800-672-2231
Spectrum Utilities (Water)	614-777-1199
Cable, Internet, Phone Providers	
A.T.T.	1-855-362-2873
Spectrum	1-888-633-3124
WOW	1-844-710-3853
Property Management Company	
Associa/Real Property Management	614-766-6500
Community Manager, Lisa Bloomer	614-973-7057
	Lisa.Bloomer@associa.us

GLENABBY WEBSITE IS PROVIDED BY ASSOCIA ON WWW.TOWNSQ.io

You will need you account information to sign up.

Please contact Lisa Bloomer for direction.

December 2019
RULES HANDBOOK
GLENABBY CONDOMINIUM ASSOCIATION
BOARD APPROVED

THESE RULES SUPERSEDE ALL PREVIOUS PUBLISHED RULES/HANDBOOK

PURPOSE:

The Glenabby Condominium Association believes these rules are necessary to maintain a high-quality Condominium Community involving close living accommodations and shared ownership. These rules have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which THE GLENABBY CONDOMINIUM ASSOCIATION operates. These rules may be subject to change at the discretion of the Board of Directors by a majority vote of the Board of Directors per the Declaration Article III Section 2.

The Board has hired a Management Company to handle the day-to-day operations of the Association. The Management Company's job includes handling accounts receivable and payable, implement the decisions of the Board of Directors, soliciting bids and overseeing the work performed by various contractors hired by the Board of Directors.

This booklet is intended to supplement, not replace, the Declaration and Bylaws. Therefore, if there should be an inadvertent discrepancy between items expressed in this handbook and the recorded documents, the Declaration and Bylaws shall govern. A complete set of the Declaration and Bylaws are kept in the Community Center and must not be removed from the Community Center.

DEFINITIONS:

Note: Additional definitions can be found in the Definition section of the Declaration and Bylaws.

Declaration – The Declaration is the legal fundamental document that establishes the existence of and further governs the use and maintenance of a condominium property. It is the document that, among other things, establishes the association, contains the use restrictions, the maintenance requirements, budget, assessments, including special assessments, insurance coverage, and defines the unit, limited common elements and the common elements. If any of the other documents conflict with the Declaration, the Declaration takes precedence.

Bylaws – The Bylaws defines how the corporation and the Board of Directors are to operate. It contains provisions on the Board of Directors; eligibility, duties, election procedures, and powers. The Bylaws also cover meetings, voting, and proxies.

Common Areas, also known as Common Elements – All the property within Glenabby Condominium other than the individual Units. The Common Areas are owned by all Unit Owners through their respective undivided interests and maintained by the Association for all Unit Owners and residents to use and enjoy, e.g. open areas, lawns and streets. Common Elements are specifically defined in the Definitions section and Article VI of the Declaration.

Limited Common Areas, also known as Limited Common Elements – Those portions of the Common Areas designated for the exclusive use of one or more individual Units, e.g. porches, patios, service walks, any steps or stoops, landscape or garden planting area adjacent to the service walks and the parking areas immediately in front of the garages. Limited Common Elements are specifically defined in the Definitions section and Article VI of the Declaration.

Unit – The portion of the Condominium Property described as a Unit in the Definitions section and Article V of the Declaration. A Unit is typically a residential dwelling consisting of one or more rooms on one or more floors bounded by the interior, unfinished surfaces of the Unit’s perimeter walls, the floor on the lowest level, the ceiling on the highest level, the windows and exterior doors.

Unit Owner – The person(s) currently owning a fee simple interest in a Unit(s).

Occupant – Any person lawfully residing in a Unit.

Management Company – Hired and paid service company that conducts the business of the community as stated in the yearly contract.

CHANNELS OF COMMUNICATION:

1. The Board of Directors consists of five individuals who are Unit Owners and are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making decisions affecting the Association.
 - A. The Board of Directors requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside the 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.
2. Decisions concerning the Association are made during the Board’s scheduled meetings, generally held each month.
3. Between regular Board Meetings, the Association relies on the Management Company to carry out the Board’s decisions and handle all communications by and between the Association, Unit Owners, contractors, and vendors.
4. If you have questions or concerns about the maintenance of the Association, please direct the matter to the Management Company.
5. In case of a life-threatening emergency call 911.
6. The only exception is that you should send a letter directly to the Board of Directors concerning problems that you may have with the Management Company. Again, all other communication must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

ASSOCIATION BOARD MEETINGS:

1. Board Meetings will start at the scheduled time on the designated day. Board Meeting times are posted on www.TownSq.io.
2. Twenty (20) minutes at the start of the Board Meeting will be allotted for Unit Owner input.
3. Any Unit Owner with issues who cannot attend the Board Meeting can send their concerns to the President of the Board for presentation.
4. Anyone in attendance can stay for the entire Board Meeting but only as a quiet, non-participating observer.
5. No disruption of the Board Meeting will be tolerated.
6. Loud or argumentative individuals will not be recognized and if the behavior continues, they will be asked to leave.
7. All non-participants must leave during any closed session.
8. If a Unit Owner wishes to address the Board privately, they must provide the reason for the request in writing to the Management Company one week in advance of the scheduled Board Meeting. The Board will make time for this request.
9. No individual Unit Owner's issues will be addressed at the Unit Owner's Meeting in the fall or spring sessions. Time is allotted for this process at the open input session held at each monthly Board Meeting.

COMMERCIAL ACTIVITIES:

1. No commercial activities shall be permitted that violate Columbus Zoning Codes. In addition, no sales or business activities which invite the public, or employees or their related vehicles, will be permitted, except for the sale of a unit.
2. Due to limited available parking, Garage Sales and Tag Sales are specifically prohibited unless approved by the Board of Directors as an Association/Community event.

COMMON ELEMENTS:

1. Unit Owners are responsible for the maintenance and repair necessitated by damage to the Common Elements caused by negligent, intentional or unintentional acts by the Unit Owner or guest of the Unit Owner.
2. Unit Owners shall be responsible for keeping Common and Limited Common Elements clear of unauthorized personal items.
3. Children shall not be permitted to play on or climb or otherwise jeopardize lampposts, trees, shrubbery, parked vehicles or any other structures including lawn furniture.

4. Common Elements or Limited Common Elements are not to be used for activities which may be detrimental to lawn, shrubbery, trees and common sidewalks or nearby structures.
5. The Association Board of Directors must approve all alterations to any elements in the Common or Limited Common Areas including but not limited to painting, the expansion of the mulched areas or other items not covered elsewhere in this Handbook. Plans for alterations must be submitted to the Property Management Company via the Board approved submittal form, which is available from the Property Manager, www.TownSq.io or any Board member.

COMMUNITY CENTER:

1. Only Unit Owners can reserve the Community Center and must be present during its entire use.
2. Any Unit Owner using the Community Center, by reservation or for casual use, will be held responsible for the timely cleanup and immediate reporting of damage.
3. If you want to reserve the Community Center, the agreement, with directions, is available on www.TownSq.io, or you can get a hardcopy from any Board Member. To reserve the Community Center, all Unit Owners must be current on all condominium fees and/or assessments. A refundable deposit must be made at the time of reservation.
4. Firearms are prohibited in the Community Center.
5. Yelling, screaming, loud conversation, loud music or television outside the Community Center is prohibited.
6. No live or amplified music is permitted.
7. No pets or animals of any kind are permitted in the Community Center, unless required by law.
8. In consideration of nearby Unit Owners, all functions must be moved inside by 9:30pm and the function must end by 11:00pm.
9. The Community Center occupancy permit stipulates a maximum capacity of 42 people.
10. The Community Center is strictly a non-smoking building.
11. Alcoholic beverages are permitted but may not be sold on the premises. Per Ohio Law alcoholic beverages are not to be consumed by persons under twenty-one (21) years of age.

DRAPERIES / BLINDS, AS SEEN FROM THE EXTERIOR:

Draperies and blinds must match hues (colors) found in siding or exterior Centurion Stone Façade, white, beige or grey.

EXTERIOR FAÇADE / WALLS:

1. Exterior Façade / Walls may not be pierced, except for satellite service hookup, without Association Board Approval.
2. No signs will be permitted except one professionally prepared sign advertising the sale of a Unit may be placed on the INTERIOR side of a window. A temporary sign for construction work is limited to 3 days. See Section Flags/Banners/Signs Item 4 below.

FLAGS / BANNERS / SIGNS:

1. One (1) flag holder may be affixed to the front porch/stoop post. Types of flags are limited to:
 - A. the United States Flag,
 - B. the Ohio State Flag,
 - C. Branches of the U.S. Military,
 - D. College and Professional Sports Teams. (only to be flown on Game Day).
2. Two (2) additional banners, no larger than 12" by 15" may be displayed from wrought iron garden holders. These additional banners may be a Seasonal or Holiday banner, Sports Teams, College or University banners and branches of the U.S. military.
3. No message banners are permitted.
4. The following signs are permitted:
 - A. Two (2) professional security signs are permitted but they must be confined to mulch areas close to an exterior wall.
 - B. One (1) house number sign.
 - C. One (1) sign with the household surname.
 - D. One (1) professionally prepared sign advertising the sale of a unit may be placed on the INTERIOR side of a window.
 - E. A temporary sign for construction work is limited to 3 days.
 - F. A Garage Sale sign may be posted only on the day of the Community Garage Sale.

GRILLS / SMOKERS:

All grills and smokers must be stored in the garage or on patios when not in use. Grills or smokers of any type are not be used in the garage. The Unit Owner must ensure that propane, charcoal grills and smokers are used and stored safely in compliance with current laws and the Ohio Fire Code.

HOLIDAY DECORATIONS:

1. The following holidays may have decorative items displayed in mulch areas, on porches, patios and trees:
Easter (one week before calendar date of Easter – one week after Easter)
4th of July (June 30 – July 11)
Fall / Halloween (September 15 – November 10)
Thanksgiving (November 10 – December 1)
Winter Holidays (Thanksgiving – January 10)
Decorations on trees must weigh less than 1.5 pounds. Unit Owners are responsible for any damage to trees and shrubs.
2. Holiday lights and decorations may be placed on Units and trees in the Common Elements. Electrical wiring is not to be placed on or across the sidewalk.
3. Holiday lights on Units may be your choice, however, blinking, fading, chase or racing lights are not permitted. No exterior surfaces may be pierced by nails, screws or tacks in hanging decorations of any kind. 3M Command Hooks and the like are permitted. During Thanksgiving – January 10 is the only time colored lights are permitted except for landscape lights as described in LANDSCAPE section, #2. Lights may be placed on patio fences.
4. Musical decorations or musical lights of any kind are not allowed.
5. Inflatable decorations are not permitted. Holiday decorations are limited to five (5) feet tall or less. Porches and walks are to be uncluttered to maintain ingress / egress paths for Unit Owners, visitors and emergency equipment.

LANDSCAPE:

1. Flowerbeds cannot be wider than existing mulched areas in Limited and Common Elements. For the safety of residents, plants must not have a height of more than forty (40) inches (fence height). Both annuals and perennials are permitted in mulched areas in flowerpots. No invasive plants may be planted. A list of plants considered to be invasive is located on www.TownSq.io or available from a Board Member. No plans are to compromise Association-owned plants. Mulch is limited in color to that of existing mulch applied by the Association. Expansion of any mulch area or removal of sod for any reason requires Board approval. Submittal forms are available from the Property Manager, www.TownSq.io or from any Board Members. Flowers are not to block windows.

Any living plant that is planted in-ground by a Unit Owner is legally the property of the Association and the right to manage the plant is held legally by the Association Board. Potted plants remain the personal property of the Unit Owner, but the Association has the right to manage these moveable plants. Furthermore, upon the sale of a Unit the Unit Owner has the right to do with the potted plants as they wish. Any potted plant matter or landscape object left behind becomes the property of the Association.

2. Additional lighting (landscape or solar) is limited to twelve (12) lights and can only be displayed in the Limited Common mulched areas and must be maintained and displayed in an upright

manner. The maintenance of all landscape lights is the responsibility of the Unit Owners. The Uni Owner also accepts any liability associated with the lights. Landscape lights are to illuminate with light that is blue, yellow or white in color. Blinking, fading, chase or racing lights are prohibited.

3. No person may remove existing Association owned trees or shrubbery without Board approval. No new shrubbery or trees may be planted without Board approval.
4. Objects hung from trees must be limited in weight to 1.5 pounds or less.
5. No item of any kind may be placed in the grass areas without Board approval.
6. Restricted items in Limited and Common Elements other than Holiday Decorations include artificial flowers, spinning ornamental items, pinwheels, windsocks, wind chimes, ornaments such as pink flamingos. Silhouette cutouts of any kind are prohibited.
7. Nothing may be placed on the driveways other than one (1) potted plant next to the downspout between the garage doors of each Unit.
8. By December 1st, all annuals and potted plants must be removed from all Limited and Common Elements. Chairs and tables on porches and end of the walkway must be stored in the garage from December 1 through April 1. Benches may be left out throughout the year.

LIMITED COMMON ELEMENTS (AREAS) – PORCHES & SIDEWALKS:

Porches & sidewalks must always allow a minimum of thirty-six - inch (36") clearance for egress and ingress via the unit's front door. The following decorative restrictions apply:

1. A maximum of one bench and/or two chairs and/or one table are allowed. Chairs, benches and tables must be designed for continuous outdoor use. Indoor furniture and portable, folding lawn, beach, camping and spectator event style chairs are prohibited except for a temporary event and must be removed immediately after the event.
2. One doormat/porch rug is allowed outside each porch/patio door.
3. Decorative items and in-ground and/or potted plants must be neat, maintained, and in accordance with all sections of the Rules Handbook.
4. One trellis may be used to support plants, but no trellis plant may be more than seventy-two (72) inches in height. No plant may grow onto any wall or porch post. Trellises can only be used on the wall side of the walk and may not be attached to any architectural element
5. Nothing may be hung or attached to the porch post other than one flag holder. (except for Holidays – see Holiday Decorations).
6. Rocks or bricks may be used to edge the mulch areas along the driveway and grass areas to help keep mulch from washing away. Use of bricks or rocks requires Board approval to ensure uniformity. Base plus one course is allowed.

7. Electrical heating elements are not permitted in gutters as they can be a danger to all the Units in the quad.

LIMITED COMMON ELEMENTS (MULCH AREAS):

A total of ten (10) decorative items are allowed in the Limited Common Elements Mulch Areas or trees. Any combination from the list below may be used to make up the content of ten (10) items.

1. Address number sign.
2. A sign containing the household surname.
3. Up to four (4) statues with a maximum height of forty-six (46) inches.
4. Three (3) shepherd hooks with a maximum height of seventy-two (72) inches are permitted. Each shepherd hook may have no more than two (2) potted plants or bird feeders.
5. Up to four (4) potted plants are permitted with a diameter no greater than eighteen (18) inches and a height no higher than forty-eight (48) inches. Wooden or woven baskets must be placed on paver bricks or similar concrete supports to help prevent wood rot and insect infestation.
6. One (1) trellis is permitted with a maximum height of seventy-two (72) inches. The trellis may not be attached to any architectural element and must be black wrought iron. Trellis plants cannot be higher than seventy-two (72) inches.
7. One (1) bird bath and/or one (1) water fountain / feature are allowed but water must be kept fresh and clean.
8. Unit Owners must always keep areas below and near bird feeders free of any debris. Birdfeeders may be freestanding with a maximum height of seventy-two (72) inches.
9. Two (2) black wrought iron garden flag holders are permitted.
10. One (1) bench is permitted.
11. Four (4) decorative stones with imprinted or painted words or designs or three (3) stepping stones may be used in the front Limited Common Elements mulch beds.

MAINTENANCE / CLEANING RESPONSIBILITIES OF UNIT OWNERS:

1. HVAC system including exterior air conditioners.
2. Exterior porch and garage light bulbs.
3. Exterior front and patio doors, glass and screen, windows and screens
4. Dryer vents.

NUISANCES:

1. Vehicles with loud exhaust, including motorcycles, shall respect their neighbors by keeping exhaust noise to a minimum during early morning and late evening hours. Our speed limit is fifteen (15) miles per hour.
2. No noxious, offensive or illegal activity shall be conducted in any Unit, in the Common Elements or the Limited Common Elements; nor shall anything be done thereon which may become an annoyance or nuisance to the Community.

OCCUPANCY RESTRICTIONS:

1. Units are restricted to six (6) full time occupants. Unit Owners may not rent out a single room or rooms in his/her Unit. Only an entire Unit may be rented as stated in the Declaration.

PARKING / VEHICLES

1. All vehicle repairs and maintenance must be done within the confines of the garages. No repair shall be done in the driveway or streets.
2. Unit Owner parking of vehicles is as follows:
 - A. Primary: Inside the garage.
 - B. Secondary: On the driveway in front of the garage.
 - C. Lastly: The turnarounds, which are to be used for no more than seventy-two (72) contiguous hours. Visitor parking areas for no more than seventy-two (72) contiguous hours. This option will only be used if the Primary and Secondary options are not available. Special time extensions may be granted by the Board of Directors.
3. Unauthorized vehicles are subject to towing at the vehicle owner's expense, with no further notice given.
4. Parking in front of the Community Center is permitted for a maximum of twelve (12) contiguous hours.
5. No blocking of the mailboxes or fire hydrants at any time.
6. All parked vehicles in driveways, turnarounds, or roadways must be operable and utilized. If a vehicle has not been moved in seven (7) days it will be considered a "stored vehicle" and subject to be towed at the vehicle owner's expense, unless otherwise approved by the Board of Directors.
7. Parking of recreational vehicles is limited to forty-eight (48) hours for loading and unloading purposes and not more than seven (7) days for visitors unless otherwise approved by the Board of Directors.

8. Boat parking is limited to twenty-four (24) hours.
9. Parking of moving vans or PODS is limited to seventy-two (72) hours.
10. Parking areas may not be used for any other purpose without Board approval.
11. Unit Owners are responsible for controlling their visitors' parking and for asking them to comply with our rules to prevent any inconveniences to other Unit Owners. Adjacent Unit Owners can work out parking situations without the need for Board of Directors interventions.
12. Special Event parking is permitted on the SIDEWALK side of the road only. No parking is permitted on Glenabby Dr. to assure emergency vehicles access to the Community.
13. Vehicles over twenty-five thousand (25,000) pounds or commercial vehicles, such as semi tractors and/or trailers, are not permitted to drive or park in the Community. Smaller contractor vehicles on service calls and moving vans in the process of loading or unloading are allowed with a maximum time limit of seventy-two (72) hours. Family size passenger vehicles with a company logo are permitted.

PATIOS / COVERED PORCHES:

Patio or patio extensions require Board approval and must adhere to current guidelines.

1. A patio table with an umbrella, chairs and grill/smoker are allowed. These items may be stored on the patio for the winter except the umbrella which must be stored in the Unit or garage from December 1 to April 1. Unit Owners must accept the sole responsibility for the security of the furniture stored on the patio.
2. Potted or in-ground plants are allowed in the mulched areas inside or outside the patio fence.
3. Nothing may be attached to or hung from the fence other than during the Holiday time frame. (See Holiday rules.)
4. No trellises are allowed in the patio area.
5. No fire pits of any kind are permitted.
6. Retaining Wall: No potted plants of any kind are allowed in the planting area or on the retaining wall. Only in-ground plants are allowed in the planting area.
7. No gates are permitted.

PEST CONTROL:

Interior pest control is the responsibility of the Unit Owner. The Association is responsible for external pest control on a need only basis and only at the discretion of the Board of Directors.

PETS:

1. No more than two (2) domesticated household pets, neither bred nor maintained for commercial purposes, may be kept in any one Unit.
 - A. The only exception permitted is service animals (Seeing Eye dogs or Medical Assistance dogs).
 - B. The following breeds/mixes are not permitted: Akitas, Alaskan Malamutes, Can Corsos, Chow Chows, Doberman Pinschers, Great Danes, Mastiffs, Pit Bull Terriers, Presa Canarios, Rottweilers, Siberian Huskies, Staffordshire Terriers, and Wolf-hybrids. These breeds are classified as aggressive and are not suitable for the close living conditions in our Community. Current Unit Owners with pets on the restricted breed list are grandfathered through the lifetime of the animal. (See Amendment to Declaration ARTICLE III, Sec. 2 Animals and Pets).
2. Unit/Pet owners will have their pets on a leash, no longer than 16 feet in length, and always under the control of a responsible person when outside a Unit. Pet owners or walkers must remove animal waste immediately.
3. Pets shall not be left outside in any area without supervision. This includes the use of chains and tethers. No chain or tether can be attached to any outside element, post, downspout, fence or left outside when not in use.
4. Unit/Pet Owners are responsible for damages caused by pets.
5. Unit/Pet Owners shall be required to prevent their pets from annoying others with continuous animal noise. Unit/Pet Owners are responsible for their pet's behavior. Any menacing pet behavior will be reported to the appropriate authority. Unit/Pet owners are also responsible for their pet's behavior when they are away from their units and the animal is alone.
6. Any damage done to the Common Elements or Limited Common Elements such as pet urination will require repair by the Unit Owner with 15 days. Pet wastes must be removed immediately and placed in a trash container in garages.
7. Visiting pets must abide by the same rules listed above. If a pet owner is a guest of a Unit Owner, the Unit Owner shall also be held responsible for the actions of the visiting pet and be subject to the same penalties for the visiting pet's violation of these rules.
8. All pets must be vaccinated properly and licensed as required by the county and state. Upon request by the Board or any Unit Owner, a Unit/Pet Owner must supply an up-to-date Certification of Vaccination.
9. Unleashed and/or free roaming dogs and cats are considered "strays". Their behavior is unpredictable and possibly dangerous. Please report all strays to the Franklin County Warden.

PORTABLE GENERATORS:

The Glenabby Condominium Association Board of Directors recognizes there may be an electrical outage affecting the Community. Outages may occur anytime during the year, usually associated with weather.

The Glenabby Board of Directors also recognizes Unit Owners may wish to protect or save refrigerator contents or maintain the environment inside their Unit.

1. A portable electricity generator is permitted to provide temporary power to a Unit.
2. A portable electricity generator, when in use, must be located on the driveway of the affected Unit. It cannot be located indoors or in the garage.
3. A portable electricity generator must always be monitored when it is in use.
4. Additional fuel to run a portable electricity generator must be stored in a safe place away from the portable electricity generator.
5. An electrical transfer panel which is permanently attached to the main electrical panel and connected to a portable electricity generator is permitted for an individual Unit. The installation of a permanently attached electrical transfer panel requires Board approval and must be installed by a licensed electrician. The cost and maintenance of this installation is the responsibility of the Unit Owner.
6. When not in use, the portable generator is to be stored in the Unit Owner's garage.

SATELLITE DISHES:

Satellite dishes are permitted and shall not exceed 1 meter (39.37 inches) in diameter and cannot be affixed to the exterior of the Unit. Cable links are not to be laid over or under roofing shingles. Dishes shall be located on a pole in the Limited Common Element close to the Unit and shall not exceed six (6) feet from established graded ground surfaces to the top of the dish. Unit owners MUST have their satellite dishes grounded.

SECURITY:

1. This is a private residential Community. Solicitation is not permitted. If confronted, call the Police, and do not engage in conversation.
2. To help prevent criminal activities within our Community, be alert to unusual activities, individuals and vehicles. If you believe something is amiss, call 911 immediately or, if it is a non-emergency, call the Columbus Police. Write down license plate numbers of suspicious vehicles.
3. Two (2) professional security signs are permitted but they must be confined to mulch areas close to an exterior wall.
4. A doorbell with a security camera is permitted with Board approval.

5. No alteration is to be made to any streetlight.

SNOW REMOVAL:

1. The Association will:
 - A. Have a goal of passable streets and drives within twenty-four (24) hours after the end of a winter event, allowing vehicles to maneuver without being stuck.
 - B. Have a goal of concrete areas to be maneuverable on foot within forty-eight (48) hours.
 - C. Contract for Snow Removal –Level B service, obtaining a quality, medium priority, second-level service.
 - i. Snow Removal to begin only after three (3) inches of snow accumulation.
 - ii. Snow will be removed from drives with a truck with a plow or bobcat-type loader.
 - iii. Main drives and main sidewalks are cleared first, then parking areas, individual walks and porches, possibly on a subsequent trip.
 - D. Contract for snow removal on sidewalks with a snow blower or hand shoveled. De-icing will be done on streets or walks only during solid ice, sleet, or freezing rain conditions that are not expected to melt naturally within twenty-four (24) hours.
 - E. Have a Snow Committee with one member with a backup that will make all snow/ice decisions, such as monitoring the snow removal process reporting the conditions to the Community Association Manager and deciding on de-icing.
 - F. Have snow volunteers that will spread salt at mailboxes, clubhouse, etc.
 - G. Have phone numbers available for the Condo Corps of volunteers that give auxiliary treatment to Unit Owners who need requested assistance.
 - H. Encourage Unit Owners with special needs to arrange with a neighbor for services not covered by the contract.
 - I. Remove snow and sometimes ice, sleet or freezing rain from the following locations:
 - i. Streets
 - ii. Driveways, including all the apron in front of the garage
 - iii. Parking spaces
 - iv. Sidewalks
 - v. Front porches directly in front of the front door only
 - vi. Walks
 - vii. Area in front of the mailboxes
 - J. Call snow removal contractor to return when an assigned parking space is blocked by snow piles.
 - K. Call snow removal contractor to remove piles of snow when melting snow is entering Units or garages.
2. The Association WILL NOT:
 - A. Remove snow around parked cars or return within twenty-four (24) hours to remove snow where parked cars were not moved.
 - B. Remove icicles from buildings, even over doors.
 - C. Remove snow or ice from buildings roofs or gutters.
 - D. Automatically remove ice from walks. This decision will be made by the Snow Committee.

- E. Return calls regarding snow/ice removal during declared snow emergencies. Consult these guidelines for information during these busy times when it is impossible to return all phone calls.
- F. Give special treatment based on age or medical condition which would discriminate between Unit Owners. Call the Volunteer Condo Corps that has volunteers that assist Unit Owners when requested.
- G. Contract to load and haul snow from the property.
- H. Purchase snow removal equipment to be stored and maintained on site in a garage and train Unit Owners to operate on a volunteer basis.
- I. Fund BARE PAVEMENT POLICY regardless of the cost.
- J. Fund heated drives and walks.
- K. Fund electric heater coils in gutters to reduce freeze-up to eliminate ice dumping.
- L. Poll the Unit Owners to determine what level of service is desired and then special assess for the cost in the following April.

3. The Unit Owners WILL:

- A. Be aware that there will always be a possibility of snow piles during preliminary snow removal activities and will keep a snow shovel on hand.
- B. Be aware that ice damming is possible and will cause interior leaking when there is inadequate insulation or ventilation causing the ice/snow to melt on the roof when it cannot be carried away by frozen gutters and downspouts.
- C. Be aware that attic insulation is the Unit Owner's responsibility.
- D. Be aware that our snow removal company is our lawn care company and they have crews that are responsible for multiple properties. Snow removal time will be affected by the number of properties they need to service due to the same winter event.
- E. Understand that snow and ice management services require personnel to be exposed to extreme and severe weather conditions and the contractor may suspend services until conditions have abated.

SPORT AND PLAYGROUND EQUIPMENT / CHILDREN'S TOYS:

No sports or playground equipment shall be stored in the Common Element or patio area.

TRASH:

- 1. Unit Owner must acquire their own trash receptacle.
- 2. Trash receptacles must be placed out no earlier than the day before the designated pick-up day and stored in garages NO LATER than the evening of pickup day. To deter food articles from attracting animals, PLACE TRASH BAGS IN A TRASH RECEPTACLE. No trash generated off site or construction debris other than from Unit Owner's personal repairs in their Units is allowed.
- 3. Per the Rumpke holiday schedule, trash will be picked up one day late on the following holidays:

New Year's Day	Memorial Day
4 th of July	Labor Day
Thanksgiving Day	Christmas

WATER HOSES:

Water hoses are to be stored in the garage. Exposed hoses can be a liability for the Unit Owner. Soaker hoses are allowed and must be laid under the mulch but are prohibited in the small circular mulch areas around trees. They may be attached to a connector hose from the garage. The connector hose must be removed and stored in the garage when not in use. The Association assumes no liability whatsoever for water hoses or soaker hoses.

ENFORCEMENT:

All Unit Owners are asked to support these Rules in order that the Community will be a more attractive and harmonious place in which to live. If a violation exists, the Management Company will notify the Unit Owner in accordance with the procedure outlined in the changes to the State Law 5311, in 2004. If the violation exists after the notification, the Association shall remediate the violation and a fine assessment fee may be levied on the Unit Owner. The full cost of the remediation is the sole responsibility of the Unit Owner in addition to and above the amount of the fine assessment.

COLLECTION POLICY:

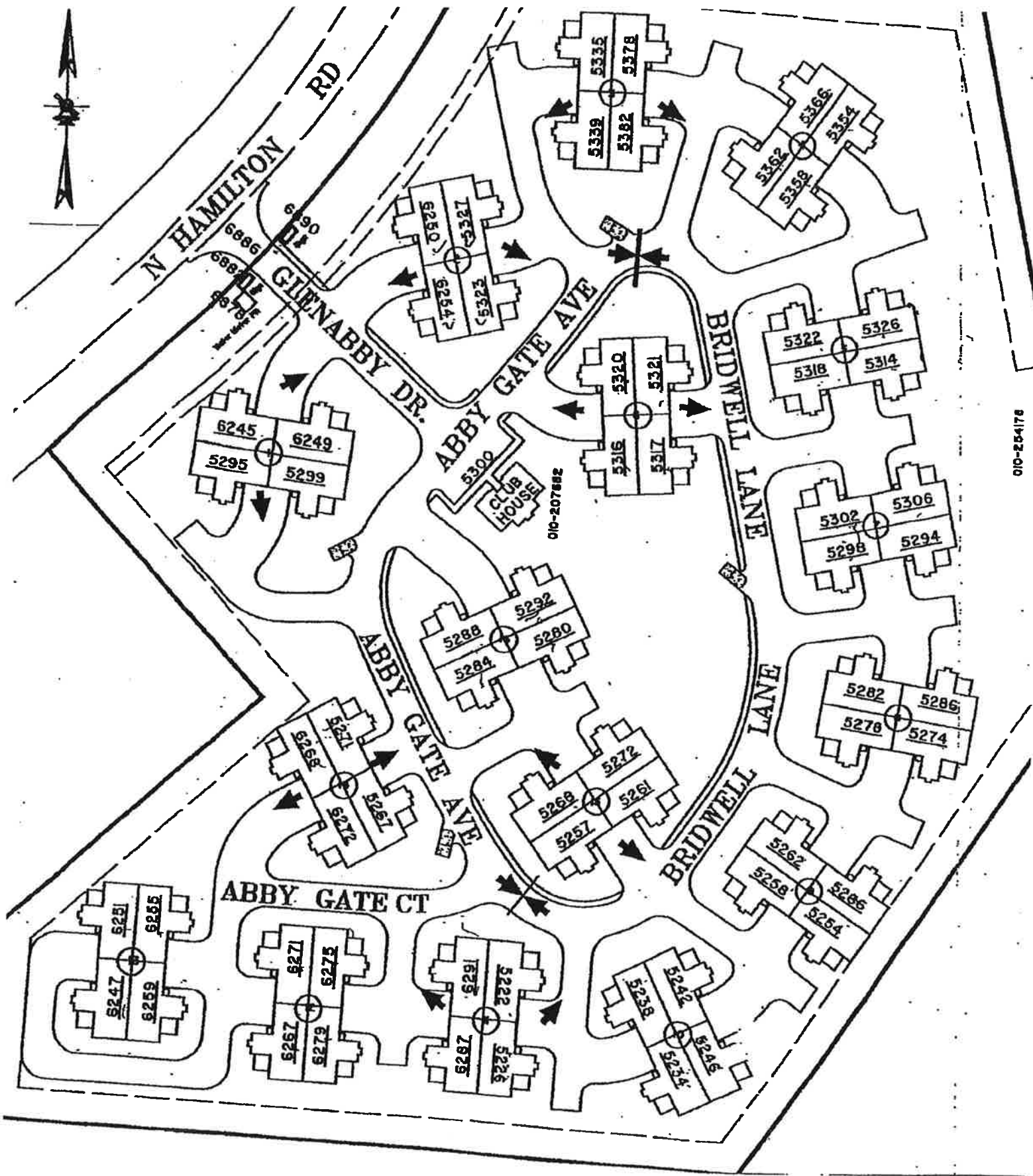
1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) day of the month. Please allow time for the United States Postal Service and the posting of the payment to avoid late fees and handling fees.
2. An administrative late charge of twenty-five dollars (\$25.00) per month plus a handling fee determined by the Management Company of at least twelve dollars (\$12.00) shall be incurred for any late payment and on any unpaid balance, subject to increase upon no further notice. The handling fees is subject to change annually.
3. Any payments made shall be applied in the following order:
 - A. Interest and/or administrative late fee owed to the Association.
 - B. Collection costs and attorney's fees incurred by the Association.
 - C. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien, small claims, a suit for money judgement, and/or foreclosure to be filed against a Unit Owner. Once judgement is obtained, the Association may proceed to post-judgement actions such as bank attachment and/or wage garnishment.
5. Any costs, including attorney's 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 Unit Owner.
6. If any Unit Owner (either by their conduct or by the conduct of others) fails to perform any act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing may levy an enforcement

assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the Unit Owner's account.

7. If a Unit Owner is more than thirty (30) days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.

COMPLAINT PROCEDURE:

Please see www.TownSq.io for procedure.



010-254178