

Olentangy

The Condominium

POLICY HANDBOOK

OLENTANGY CONDOMINIUM ASSOCIATION
June 2013

Dear Owner:

This booklet has been developed with the cooperation of the Olentangy Condominium Board of Trustees and the Rules Booklet Committee in order to facilitate your role as an owner or resident in our community.

Although condominium ownership makes our lives easier in many ways, there are still many responsibilities that we carry while living in a community of well over 200 owners. It is important that we act as neighbors, watching out for each other, and being responsive to community needs and concerns. We encourage you to become active in the community governance system and attend our regularly scheduled Board meetings. Our goal is to see Olentangy referred to as a model community, diverse in its nature and accepting of all residents.

We ask that you read and understand the information made available to you in this booklet. If you are renting your unit to other individuals, you are responsible for ensuring that those living in your unit are aware of the policies and guidelines set forth in this booklet and they must realize that all restrictions are applicable to them as well. This 2013 version supercedes all earlier versions of policy booklets; the information gathered in this version is based upon and has been taken from:

- * Declaration of Condominium
- * BY-LAWS
- * Rulings by the Board of Trustees

If you do not have copies of the Declaration or By-Laws, please contact the property manager to receive copies.

Thank you for your cooperation in making our community a healthy and happy place to live.

Respectfully,
The Board of Trustees

EMERGENCY INFORMATION

IN CASE OF POLICE OR FIRE EMERGENCY CALL ~~ 911 ~~~ IMMEDIATELY.

POLICE

Non-life threatening emergency 645-4545

FIRE

Non-life threatening emergency 221-2345

AEP Electric

1-800-277-2177

Columbia Gas

Emergency Service - daytime 461-1576

**Gas Odor and Emergencies
(holidays, evenings, weekends) 1-800-282-0157**

OTHER NUMBERS

**Poison Control Center 228-1323
1-800-682-7625**

Columbus Bulk Refuse Collection

645-3111

Animal Control

462-3400

~~~~~  
**PATTERSON MERKLE NUMBERS: The following numbers for our property manager should help you with maintenance and other needs:**

### **Patterson Merkle & Associates**

**4900 Reed Rd, Suite 230**

**Columbus, OH 43220**

**Phone: 614.235.1187**

**FAX: 614.231.0476**

**Carol Kloman [pma2977@yahoo.com](mailto:pma2977@yahoo.com)**

**Property Manager 235.1187**

### **Doug Vaughn**

**On-site Maintenance Technician**

**Business Hours Routine and Emergency Maintenance**

**235.1187**

**After Hours Emergency Maintenance**

**235.1187**

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## **1. GENERAL INFORMATION**

Olentangy Condominiums are based at the Lodge, which is located at 625 Providence Avenue, Columbus, OH 43214. The complex consists of 237 units, ranging from efficiency units up to three bedroom townhomes.

As per the Declaration and By-Laws of the complex, the Board of Trustees of Olentangy sets policy and budgetary guidelines, meeting on a regular basis, with the Annual Meeting of the Unit Owners' Association held on the first Monday in May of each year.

Each current owner member of Olentangy Condominiums will receive a copy of this booklet. All new members will receive a copy at the time of the purchase of a unit. Any owner leasing or renting their unit is responsible for giving a copy to their tenants, guests, etc. and will ensure their compliance with the rules and regulations. Each owner will be held responsible for their tenants and for any administrative assessments levied against the owner, as a result of their tenant's violations.

It is the unit owner's responsibility to assure that he, and all other occupants, guests and/or invitees are made aware of these policies, and abide by them; ultimately, the unit owner will be held responsible for the actions of all members of his household, or that of his tenant and the guests and/or invitees of either. It is strongly recommended that non-occupant owners incorporate the association's rules and restrictions into the terms of the lease with their tenant.

### **1a. How to contact the Property Management Firm:**

Patterson Merkle & Associates is the current property management firm. Their address and contact information is located on the "Emergency Information" page of this handbook.

### **1b. How to request maintenance**

It is important that owners keep in contact with the property manager for any maintenance or emergency situation. If you have a maintenance issue concerning the areas of your unit which are under the responsibilities of the Association you need to contact the Property manager directly by phone or e-mail in order to start the tracking process. Generally speaking, the Association is responsible for all common areas of the complex, all outside amenities (pool, Lodge, tennis courts), and the complex building from the wallboard of the individual's unit out to the roof and outer walls of the facilities. For detailed information regarding maintenance responsibilities, consult the Declaration.

As an owner, you are responsible for all portions of unit, as well as all limited common and exclusive use areas, including but not limited to: the interior of your unit, electric, plumbing, HVAC, and the interior of the garage unit if you have one, but excluding utility lines that service more than one unit.

## 1c. Insurance

The Olentangy Condominium Association master policy is written by Cincinnati Insurance, and the association's agent is **Otto Larson 937-399-5500**. It is always recommended that when purchasing your own homeowner's or renter's insurance policy, that you have your agent contact Mr. Larson's office to coordinate coverage; that way you will not over-insure, nor will you leave gaps in coverage.

If your mortgage company requests an insurance certificate (some only ask for when you originally purchase, others ask for one every year) with the request in hand, you can call directly to Mr. Larson's office, or better still, **fax** the request to **(937) 399-0537**.

In May of 2001, all unit owners were sent a letter of explanation of the current master policy. The following is an excerpt from that letter (available from the Property manager):

### **What losses are insurable under the Association's policy?**

In the event of an insured loss, the master policy is primary, and insures the common elements, and all portions of the unit **except betterment and improvements**, from all insured perils, **subject to the policy deductible**. If common elements are damaged in an insured loss, the Association bears the deductible; on the other hand, if only a unit or units is damaged, then the unit owner(s) bear the deductible. If more than one unit were damaged, the affected unit owners would share the cost of the deductible in direct proportion of their loss to the total amount of the loss. Examples of insured perils include fire, lightning, hail, and collapse from the weight of ice and snow, as well as sudden burst of water pipes.

The Association's policy is primary. However, giving all unit owners protection and the right to file legitimate claims against the policy, as a matter of Board of Trustees policy and good procedure, **all insured losses must be reported to the property manager**. The Property manager will then initiate the claims process with the insurer. Following this procedure will help expedite the claims process, and also help to eliminate filing of claims when the loss is not covered.

### **What types of losses are not insured?**

The master policy specifically excludes coverage for losses caused by insect damage, foundation settling, roof leaks, seepage from around toilets, bathtubs and showers, leaks from pipes other than a sudden burst etc; all of those sorts of losses are properly classed as maintenance items.

For non-occupant owners, it is highly recommended that you obtain a Landlord's policy, and it is also highly recommended that you **require** your tenant to maintain Renter's Insurance.

## 1d. Board Meetings

The Olentangy Board of Trustees (five unit owners elected at large for two-year terms) meets on a regular basis. The meeting dates are normally announced in the complex newsletter and are also posted on the message board at the Lodge. A yard sign is posted the Monday of board meeting week at the corner of Middletowne and Olde Towne, as well as the corner of Wakeford and Providence to further remind owners of the board meeting. Should you be in need of information on the regular meetings, contact a member of the Board or the Property manager.

As prescribed by the By-Laws, an annual owners meeting is scheduled for the the third Monday in May every year. Notification of this meeting and requests for nominations of officers will be mailed to each owner. At this yearly owners meeting a review of the past year and expectations for the following year are normally reviewed. During this meeting the yearly election of Board members is also confirmed. There are either two or three member positions (alternate years) which are to be confirmed at this meeting and immediately take office.

## 1e. Emergency Information

Emergency numbers are noted in this booklet. If you are in need of emergency service, please call the **POLICE – FIRE – GAS COMPANY**, as is appropriate. If it is a maintenance emergency call the property manager. Do not call members of the Board to take care of an emergency, you may not be able to reach them in time.

## 1f. Snow conditions

The Association is responsible for snow removal throughout the community. The following streets are designated as emergency snow routes:

Middletowne Street  
Olde Towne Avenue  
Providence Avenue  
Wakeford Street

During a snow emergency (anytime a snowfall measure two inches in depth as measured on the pavement at the Lodge), **DO NOT PARK** on the streets or your vehicle will be towed at your expense. The areas are clearly marked as “snow emergency” routes. Please be aware of the weather conditions, as many times, prior notice of the state of snow emergency cannot be given.

In order to facilitate the removal of snow from the sidewalks and steps, please remove any items from your front door areas that will be in the way. This includes mats, planters, etc. If you do not remove the items, it slows the shoveling and plowing, and the Association will not be responsible for any damage to the items.

### **1g. Administrative Assessments:**

It shall be the policy of the Olentangy Condominium Association to levy administrative assessments against unit owners who violate any section of the Declaration, By-Laws, or Rules. The administrative assessments will be as follows:

- ~ Assessments will normally be \$30 unless otherwise noted in this document
- ~ Such violations, if ignored, may result in additional assessments being levied, as frequently as daily
- ~ When levied, administrative assessments are due to the Association immediately and should be paid promptly
- ~ Administrative assessments levied against that unit by the Association are as valid as any other assessment, and afford the Association the same means of collection by pursuing **all remedies** available to it under Ohio law
- ~ A unit owner may appeal any administrative assessment in writing to the Property manager who will present the request to the Board at the next regularly scheduled Trustees meeting.

## **2. FISCAL INFORMATION AND RESPONSIBILITIES**

### **2a. Owner's monthly fees, assessments, delinquencies and foreclosures**

Olentangy assesses each owner a monthly fee to provide for the operating, utility and capital expenses of the complex. The assessment level is calculated at the end of each year for the next calendar year. Owners are sent the information with coupons for monthly payment. The property manager also offers owners the opportunity to pay their monthly assessment via a direct electronic draft from their banking institution.

The fees are due on the first day of every month. After the first of the month, the dues are considered late. If the fee is not received by the tenth day of the month a **late penalty of \$30 is assessed**, and a late notice will be sent to the owner. The Board, at its sole and unfettered discretion, shall have the right to file a lien against the unit anytime any assessment or portion thereof shall remain unpaid ten (10) days after it has become due. Furthermore, the Board shall also have the right to have any such lien foreclosed, also at its sole and unfettered discretion.

### **2b. Special assessments**

At times when additional funds are needed for the continued upkeep and maintenance of the complex, special assessments can be levied. Owners will receive information on the amount of the assessment and the expenses that must be met.

### **2c. Appeal process**

If a unit owner should encounter life circumstances that are creating a temporary inability to pay all of their assessments on time, the unit owner is encouraged to contact the Board or the property manager to explain the circumstances, and to propose a concrete plan, that details when the unit owner will again be current. The plan would need to be in writing, and the unit owner should know, that the Board is under no obligation to accept any plan that falls short of immediate payment in full.



### 3. SELLING AND/OR RENTING OF UNITS

Within thirty (30) days after the purchase of a unit, the new owner shall notify the Property manager (Association designee) in writing of the sale and provide the appropriate information to complete an owner "survey", including, but not limited to: address of owner and appropriate phone numbers.

The Association shall provide all Association documents, including a copy of the Association Rules and Regulations, a statement of unpaid Association fees or assessments, and other information as required by the Ohio Condominium Act, to the prospective buyer in writing. A reasonable charge will be made for issuance of such information.

No unit, or portion of a unit, may be used for any purpose other than private residential housing. No unit shall be rented for transient or hotel purposes and should be rented in periods no less than 90 days. Unit owners have the right to lease within the restrictions stated above, and providing that each lease is made subject to the covenants and restrictions in the Declaration of Condominium Ownership, the By-Laws and the Rules and Regulations of the Association. The terms and conditions of all rental agreements shall incorporate the rules and regulations of the Association. All residential units must be leased in their entirety; subletting of any portion of said unit is prohibited.

### 4. PARKING AND TRAFFIC ISSUES

The parking and traffic regulations for the community apply to all persons operating a motor vehicle on the common areas of Olentangy Condominium. No vehicle shall be operated anywhere on the common property **except** on paved areas designed for vehicular traffic. All posted traffic control signs, including stop signs and speed limits, are to be observed at all times. Flagrant violations of traffic rules will subject the unit owner to administrative assessments.

#### 4a. Vehicle registration and operability

Only vehicles that can be operated, and are registered for use on public roads may be operated or parked anywhere on the common areas. Vehicles failing to display evidence of current registration are subject to being towed at the owner's expense. Vehicles that are not operable, including but not limited to vehicles with flat tires, are prohibited, and are subject to being towed at the owner's expense.

#### 4b. Parking Assignments (Carports and Garages)

Only vehicles displaying an Olentangy Condominium parking permit sticker may park in any carport at any time. Vehicles in violation are subject to being towed at the owner's expense without any further notice.

Each unit that does not have a garage is assigned one reserved carport space. All other carport spaces that are not marked "reserved" are first come, first served for **vehicles with permits**. Guests should be instructed to park **only** in uncovered parking spaces.

If you have been assigned a parking space, you can obtain the number of your assigned spot from the Property manager. This number corresponds to a number printed on a carport space near your unit.

#### **4c. Parking prohibitions (sidewalk, fire zones, etc)**

No vehicle may be parked anywhere on the common property except in a garage, carport, marked parking space or along the curb on the street except when or where on-street parking is prohibited. No vehicle may be parked in any marked fire lane, or within ten (10) feet of a fire hydrant at any time. On street parking is prohibited during snow emergencies.

No vehicle may be parked anywhere on the common property that would in any way obstruct an intersection, or the ingress or egress from any garage or carport.

#### **4d. Prohibited vehicles**

Only vehicles that are ordinarily and primarily used as personal transportation are permitted; this includes passenger cars, vans and light pick-up trucks that are registered as Non-Commercial vehicles.

Commercial vehicles, trucks, trailers of any variety and recreational vehicles are prohibited at any time except when they are:

1. being actively loaded or unloaded, or
2. on the property to provide specific services to the association or to a resident, and only while work is in progress.

#### **4k. Car washing**

Car washing is permitted during daylight hours only, and only when temperatures are expected to remain above freezing for two additional hours.

#### **4l. Auto repairs, etc**

Only minor repairs, (i.e. changing a headlight, wiper blades, flat tire, etc.) are permitted.

Specifically prohibited are any repairs requiring the removal of any part of any body panel, or any repair that could result in a spill of non-aqueous fluids.

## 5. AMENITIES OF THE ASSOCIATION

### 5a. Lodge (rental, clean-up, costs, usage)

The Olentangy Lodge is located at 625 Providence Avenue. The Lodge is available for owners, either for private rental, or for Association sponsored events. The Lodge contains a gas fireplace, bar area, pool table, air hockey, foosball, kitchen facilities, a stereo and large-screen TV with cable. The basement area includes men and women's restrooms, showers and sauna and an exercise room.

The schedule for the Lodge is maintained at the property management office. All Association functions hold priority over all other functions. A monthly calendar of events is posted outside the Lodge. If an owner is interested in renting the Lodge, and is in good standing (paid up in assessments and no other violations of rules at issue), contact the property manager for the schedule and contract information. Residents who are tenants must have the owner of their unit sign the Lodge rental agreement. The owner will take responsibility for the event and must be present at the function.

Lodge events are limited to 70 in attendance due to the size of the facility. For parties with 50 or more people in attendance, a security guard is required at a cost of \$75 for up to 5 hours; if needed, additional hours (or portions thereof) are charged at \$15 per hour. The rental time period is from 11 a.m. until 1 a.m. **The Lodge must be completely locked at the end of the event, or the security deposit will be forfeited.**

Owner/residents who have rented the Lodge are responsible for restoring the building and grounds to a clean and orderly condition and are liable for any damage to furnishings and equipment. Such restoration must be completed by 11 a.m. the following day or prior to the next scheduled event should it be prior to that time. If the rooms are returned to a clean and orderly condition and there is no damage, the security deposit will be returned by the property manager.

The Lodge rental fees are as follows:

- Facility rental of **\$75** payable before the date will be held.
- Security Deposit of **\$150** - this deposit will be returned if all facets of the contract have been fulfilled, including, but not limited to, proper clean-up, securing the building and noise control.
- Security guard fees of **\$75** - this fee is required and will be charged if your party is expected to exceed 50 or more guests.
- The \$50 rental fee and the security guard fees (if applicable) may be combined on the same check payable to Olentangy. ***The security deposit must be on a separate check, payable to Olentangy.***

Once you have finalized all paperwork with the property manager for the Lodge rental, you will be able to secure a key. You will be responsible for the return of the key to the property manager, or risk possible loss of your security deposit. While you are renting the Lodge, no other resident will be able to utilize the building except for the basement exercise room. However, the pool, saunas, and exercise room are not part of the rental package and not available to you and event guests (other than your normal use as a resident).

No one in wet bathing attire is permitted in the Lodge at any time, except in the areas containing the showers and saunas. It is the responsibility of the resident/owner that the noise level not be excessive. The Association asks that Lodge reservations on the weekend for individual owners not abuse the number of weekends taken. The Property manager will use its discretion should an owner request more than three weekend reservations per year.

All events with participants under the age of 18 must have one or both parents/owners present at all times of the event. Children under 18 are not permitted to use the Lodge, sauna, or exercise room at any time without an adult/owner to accompany them.

If an owner/resident cancels a reservation they must inform the property manager, or risk losing their deposit.

### **5b. Pool (rules, usage, entry key, etc)**

The Olentangy pool, next to the Lodge, is generally open from mid-May to mid-September each year. The pool is open from 8:00 am to dusk; violators will be arrested for trespassing or disturbing the peace after these hours. Pool users must obey all posted signs, rules & regulations

#### **ENTRY KEY:**

Pool users must be issued a special key for entry into the pool area. This key also opens the tennis courts, the door into the lower level of the lodge, as well as the exercise room. The key is the responsibility of the unit owner and must be signed for by the unit owner. If the key is lost, it can be replaced by the management company for a \$100.00 fee payable to the Association.

In the event that you sell your property, the key must be transferred to the new owner at closing. If the key is not transferred to the new owner, a replacement key is available from the property manager for a \$100.00 fee (payable by the new owner).

#### **RULES:**

- **ABSOLUTELY NO DIVING!** The pool is now just 6 feet deep at the waterfall end.
- **NO GLASS BOTTLES OF ANY KIND IN THE POOL AREA!!!** This is critical – if a bottle gets broken anywhere near the pool, State law requires the pool to be drained, cleaned and refilled. This means the pool will be closed for an extended period of time and the cost is exorbitant. If the breakage is traced back to a specific unit, that owner will be assessed the cost of this procedure.
- Guests must be accompanied by a resident/unit owner at all times.
- Children under the age of fourteen years must be accompanied by an adult at all times. Children cannot be left unattended even for a few moments.
- Running, rollerblading and/or horseplay are not permitted in the pool area.
- Please be considerate of others and keep your music and conversation at a very low level.

#### **GUESTS AT THE POOL:**

Guests are limited to **four (4)** per unit. **You must accompany your guests at all times when they are in the pool area. Please do not give your key to your guest!**

### **SAFETY EQUIPMENT:**

Backboards, rings, hooks, ropes, etc., are provided by law and are for your safety and protection, not for use as toys. An emergency phone is provided for your use; it is only to be used in an emergency and is pre-programmed to call 9-1-1.

### **5c. Tennis Courts**

The Olentangy tennis courts are located behind the pool area and are available for owners and residents use only. The courts are available at all times. Keys for the entrance are available through the property manager.

## **6. ADDITIONS/UPGRADES TO UNITS**

### **6a. Request process - structural/architectural changes (exterior/interior)**

- ~ Nothing may hung or displayed on the outside of windows or placed on the outside walls or roof of any building, including signs, awnings, canopies, shutters, or antenna. No alteration shall be made to any structural part of the unit, nor shall anything be hung or displayed inside the unit, which is visible from the outside, without the prior written consent of the Association and subject to Rules intended to preserve the appearance of the condominium property. The only exception would be for hanging live plants.
- ~ Nothing, which in any way alters any part of the common property, or its appearance may be done without having first obtained the written approval of the Board.
- ~ Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of the buildings or any part thereof, or which would structurally change the buildings, except as is otherwise provided herein.
- ~ No alterations of any kind shall be made to the common area or limited common area portion of the exterior or interior of any structure without prior written approval of the Board. The Board will give due regard to effects upon aesthetics, insurance, building codes, and other regulations.
- ~ No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the common areas and facilities, including the limited common areas and facilities and exclusive use areas. The common areas and facilities, limited common areas and facilities, and exclusive use areas, including the patio areas, shall be kept free and clear of all rubbish, debris, and other unsightly materials.
- ~ No screen doors or patio screening is to be added to units without approval from the Board.
- ~ No signs, except for one professionally prepared "for sale" or "for rent" sign may be displayed upon any part of the condominium property at any time without the express, prior written approval of the Board. For sale or for rent signs, which may displayed **only** in a window of the unit being offered, may not exceed three square feet in total surface display.

## 6b. Cable and satellite

Pursuant to the Federal Communications Act of 1996, as interpreted and regulated, installation of satellite reception dishes will not be unreasonably regulated. Generally speaking, if you wish to install a satellite dish within your patio, not visible above the fence line, and with cables entering your unit at grade or below, you may assume your application will be approved; but you must still apply to the Board for approval. All other proposed satellite dish applications are subject to reasonable conditions of approval. In any case, no installation will be approved for mounting to any part of the roof, chimneys, or façade. Regardless of the approval, the unit owner so approved shall remain personally responsible for any and all repairs necessitated as a result of the antennae installation, no matter where it may be installed.

## 6c. Windows

Window replacement is the responsibility of the unit owner. The owner should contact the property manager before beginning installation. There are not requirements as to which window company or type is used, however, you are required to replace windows with those of exact specifications to the windows currently in the unit including: the size which may not be altered; the outside color of the molding; and you must include the 6-pane girds (mullions) if they are currently installed. The window replacements must conform to the building's standard look.

**6d. Doors:** including, front, rear, storm, garage (replacement/repair), garage access, and hardware

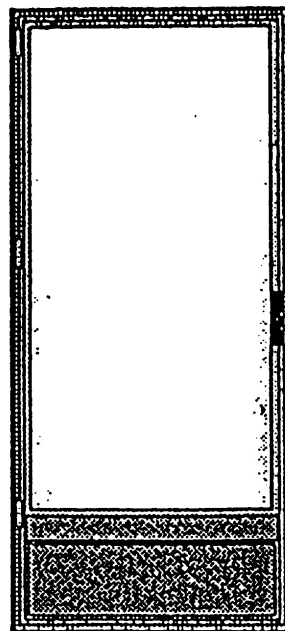
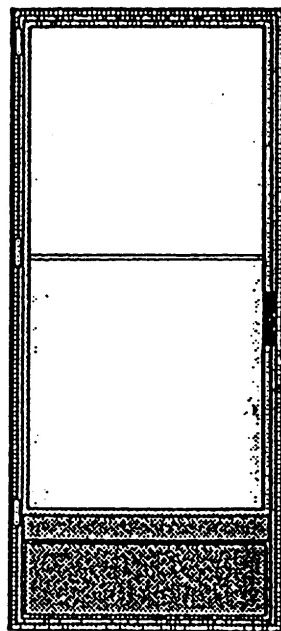
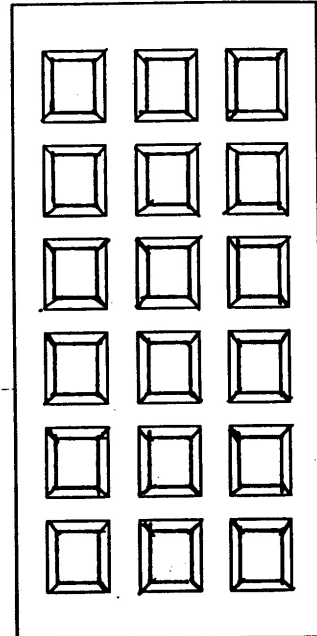
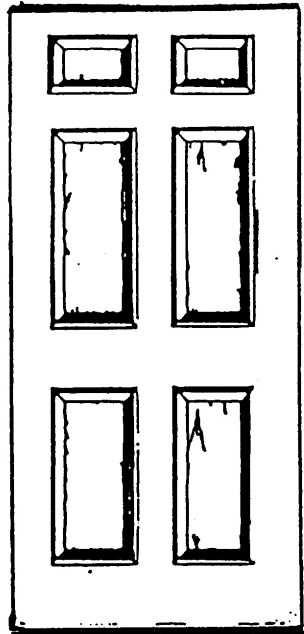
Regardless of the doors you are replacing, **the current color (normally the Olentangy brown) and the current design must be utilized for the door and the trim.** Door knobs and mail slots are to be replaced with polished brass.

In replacing the front door on your unit, it is necessary to maintain the design already approved as shown in the drawings.

The screen door must have either a one-piece panel, or a split door, with a ten-inch kick plate at the bottom. Again, color must match the current brown color. Also, if it is necessary to replace the panel trim, it must be in wood and not plastic, due to potential melting and disfiguration.

Any rear entrance doors, both regular and patio must also comply with the current structural integrity of the building and not changed in design or color.

However, all further maintenance, repair and replacement of the garage doors and any garage opener will be the responsibility of the owner as per the Declaration. The standard garage entrance doors must be replaced with a like door and painted the Olentangy brown color. The window should be covered with a translucent, frosted privacy screen.



## 6e. Window Flower Boxes

The Association Board has reviewed the various potential flower box designs and has chosen one particular design which will be allowed throughout the complex, on the lower windows only (due to safety liability). Your flower boxes must meet the following specifications:

Any commercially manufactured or “home-made” **wooden** flower box will be acceptable. The box must be painted a dark brown to conform to the complex color scheme (i.e. Rust-O-Leum Wood Saver Latex Paint Semi Gloss Acorn Born #8175). The box should not extend beyond the width of the window by more than ten inches on each end.

The mounting brackets must be suitable for flower box design and weight and must be securely fastened to either the wooden area below the window or below the brick window sill. If the top of the box is mounted on the wooden areas below the window, it should not extend above the bottom of the window. If the top of the flower box is mounted below the brick windowsill, it should be approximately two inches below the brick wall.

It is the responsibility of the owner/renter to keep the flower boxes in good condition at all times and if necessary, annual repainting. Mounting brackets and hardware should be periodically examined and re-tightened if required. The box must be removable from the mounting brackets for ease of maintenance and/or storage. Should the Property manager deem that the box is not being maintained, the owner will be notified to do so. If the boxes are not maintained after such notification, the owner will be asked to remove the box(s).



# FLOWER BOX MATERIAL LIST & INSTRUCTIONS

## 4 FOOT

### MATERIALS REQUIRED

| QTY    |                                                                              |
|--------|------------------------------------------------------------------------------|
| 2      | 1" X 6" X 48" LONG BOARDS (RED-WOOD, CEDAR ETC.) - SIDES (A)                 |
| 1      | 1" X 6" X 48" " " " " - BOTTOM (B)                                           |
| 2      | 1" X 6" X 4-3/4" " " " " - END CAPS (C)                                      |
| 2      | 1" X 3/4" X 7" " " " " - BOTTOM BRACE (D)                                    |
| 20     | #6 X 1-5/8" HARDENED STEEL PHILLIPS SCREWS                                   |
| SM BOX | WIRE BRADS 1-1/2" X 17                                                       |
| 1      | FLOWER BOX WALL BRACKETS (NOVELTY MFG. #04038) 2-BKTS.                       |
| 1      | QUART RUST-OLEUM-WOOD SAVER - LATEX - SEMI-GLOSS PAINT<br>ACORN BROWN # 8175 |

### INSTRUCTIONS

- STEP #1 - CUT ALL BOARDS TO REQUIRED LENGTHS.
- STEP #2 - NAIL SIDES (A) TO EDGES OF BOTTOM (B) USING WIRE BRADS. SPACE AS NEEDED TO KEEP EDGES EVEN.
- STEP #3 - MEASURE 1" IN FROM ENDS OF SIDE (A) AND BOTTOM (B) AND NAIL END CAPS (C) TO INSIDE OF SIDES (A) AND BOTTOM (B) USING WIRE BRADS, DO BOTH END CAPS.
- STEP #4 - TURN FLOWER BOX BOTTOM SIDE UP, MEASURE 13" IN FROM EACH END AND DRAW A LINE ACROSS BOTTOM. PLACE BOTTOM BRACE (D) TO INSIDE OF LINE, AND DRILL (2) PILOT HOLES THROUGH BOTH BOTTOM BRACE (D) INTO EDGES OF SIDES (A), USE 3/32" SIZE DRILL BIT. SCREW IN (4) #6 X 1-5/8" PHILLIPS SCREWS, (2) INTO EACH BOTTOM BRACE (D).
- STEP #5 - DRILL PILOT HOLES IN SIDES (A) INTO BOTTOM (B) AND END CAPS (C) WHERE INDICATED. (USE 3/32" DRILL BIT, SCREW IN #6 X 1-5/8" PHILLIPS SCREWS, (16) ON 4 FOOT BOX, AND (24) ON 8 FOOT BOX.
- STEP #6 - DRILL 2 HOLES IN BOTTOM BOARD (B) WHERE INDICATED. USE 1/4" DRILL BIT. THIS IS FOR DRAINAGE.
- STEP #7 - PAINT FLOWER BOX, AND MOUNT.

(SEE FLOWER BOX DETAIL DRAWING ATTACHED)

## 8 FOOT

### MATERIALS REQUIRED

| QTY    |                                                                              |
|--------|------------------------------------------------------------------------------|
| 2      | 1" X 6" X 96" LONG BOARDS - SIDE                                             |
| 1      | 1" X 6" X 96" " " " " - BOTTOM                                               |
| 2      | 1" X 6" X 4-3/4" " " " " - END CAPS                                          |
| 2      | 1" X 3/4" X 7" " " " " - BOTTOM BRACE                                        |
| 20     | #6 X 1-5/8" HARDENED STEEL PHILLIPS SCREWS                                   |
| SM BOX | WIRE BRADS 1-1/2" X 17                                                       |
| 2      | FLOWER BOX WALL BRACKETS (NOVELTY MFG. #04038) 4-BKTS.                       |
| 1      | QUART RUST-OLEUM-WOOD SAVER - LATEX - SEMI-GLOSS PAINT<br>ACORN BROWN # 8175 |

# FLOWER BOX DETAIL

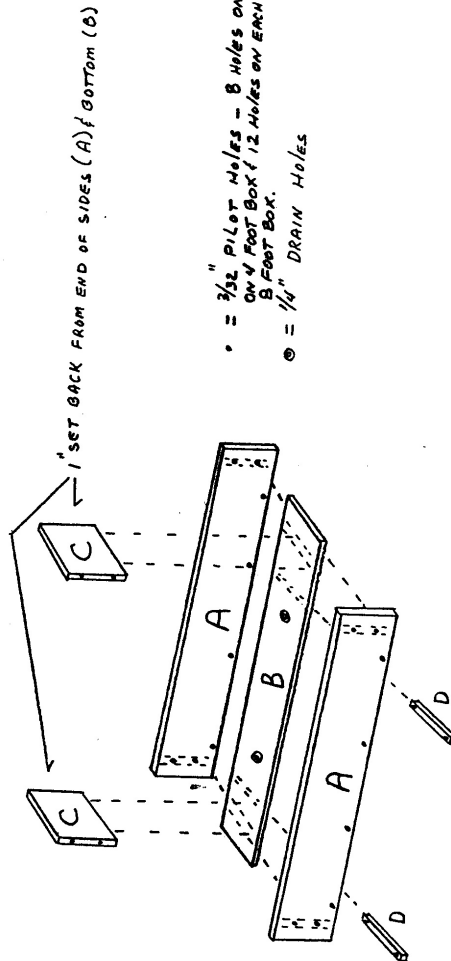
## 4 FOOT AND 8 FOOT

### FINISHED BOX DIMENSIONS

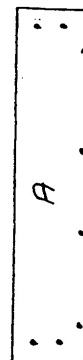
4 FOOT BOX - 48" LENGTH  
5 1/2" HIGH  
7" DEEP

8 FOOT BOX - 96" LENGTH  
5 1/2" HIGH  
7" DEEP

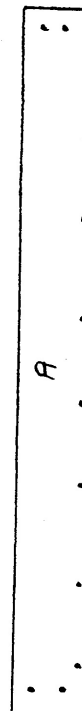
NOTE: FOR LENGTHS OTHER THAN 4 & 8 FOOT CUT SIDES (A) AND BOTTOM (B) TO DESIRED LENGTH AND BUILD ACCORDINGLY.



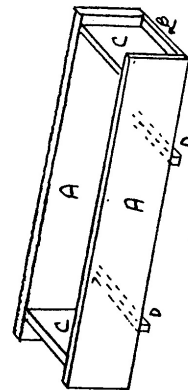
• = 3/32" PILOT HOLES - 8 HOLES ON EACH SIDE OF 4 FOOT BOX & 12 HOLES ON EACH SIDE OF 8 FOOT BOX.  
○ = 1/4" DRAIN HOLES



SIDES (A) ON 4-FOOT BOX



SIDES (A) ON 8-FOOT BOX



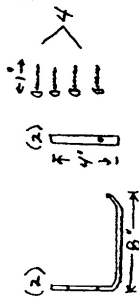
# MOUNTING BRACKET INSTRUCTIONS

BASED ON NOVELTY MFG. #04038

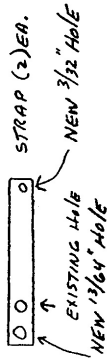
Exhibit C  
Page 5

KIT COMES WITH 2 BRACKETS  
4 WOOD SCREWS & 2 ALUM. STRAPS

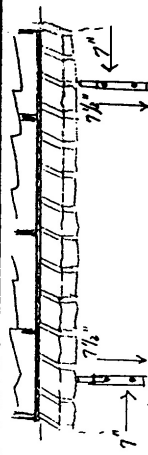
(SEE NOTE #1 BELOW)



NOTE: DRILL A NEW HOLE  $\frac{1}{8}$ " IN THE 2 ALUM. STRAPS  
 $\frac{1}{4}$ " FROM END NEAREST THE EXISTING HOLE.  
ALSO DRILL A  $\frac{3}{32}$ " HOLE  $\frac{1}{4}$ " IN FROM OPPOSITE END.

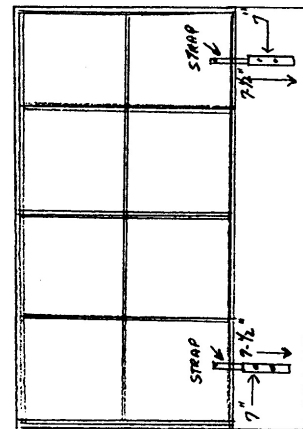


MOUNTING INSTRUCTIONS FOR WINDOWS THAT HAVE  
BRICK SILLS.



MOUNTING INSTRUCTIONS ARE SIMILAR AS FOR WOOD AREA MTS.  
EXCEPT YOU MEASURE DOWN  $\frac{1}{8}$ " FROM BOTTOM OF BRICK SILL  
AND  $\frac{1}{4}$ " FROM LAST BRICK. MARK LINES. USING A  $\frac{3}{8}$ " CONCRETE  
DRILL BIT, DRILL 2 HOLES  $\frac{5}{8}$ " DEEP. PLACE A  $\frac{1}{4}$ " X  $\frac{5}{8}$ " TAMPIN ANCHOR  
IN HOLE AN TAP INTO PLACE WITH TOOL AND HAMMER. MAKE SURE THAT  
THE THREADED PIECE GOES IN FIRST. USING A #10-24 MACHINE SCREW  
INSERT THROUGH TOP HOLE IN BRACKET THEN THROUGH NEW  $\frac{1}{8}$ " HOLE  
IN ALUM. STRAP. MOUNT IN TOP TAMPIN LEAD ANCHOR. PLACE A #10-24  
MACHINE SCREW IN BOTTOM BRACKET HOLE AND MOUNT IN BOTTOM  
TAMPIN ANCHOR. TIGHTEN SECURLY. DO THE SAME FOR OTHER BRKT.  
MOUNT WINDOW BOX SAME AS DESCRIBED. \*

MOUNTING INSTRUCTIONS FOR WINDOWS THAT HAVE A LARGE  
WOODEN AREA BELOW THE WINDOW AND NO BRICK SILL.



MEASURE DOWN  $\frac{1}{8}$ " FROM BOTTOM OF WINDOW. AND  $\frac{1}{4}$ " IN FROM END.  
THIS WILL BE THE BOTTOM POINT OF THE BRACKET. PLACE  
BRACKET ON THE WOOD AREA AT THIS POINT AND MARK  
THE 2 SCREEN HOLES. DRILL  $\frac{3}{32}$ " PILOT HOLES. PUT WOOD  
SCREW THROUGH TOP BRACKET HOLE THEN THROUGH THE  
NEW  $\frac{1}{8}$ " HOLE IN ALUM. STRAP. MOUNT IN TOP HOLE IN  
WOOD. PLACE WOOD SCREW IN BOTTOM BRACKET HOLE  
AND SCREW INTO BOTTOM HOLE IN WOOD. DO THIS FOR  
BOTH BRACKETS. ON 8' UNITS, 4 BRACKETS ARE  
REQUIRED.

\* PLACE WINDOW BOX ON BRACKETS. BEND DOWN THE  
ALUM. STRAP OVER BACK SIDE OF BOX. PUT A SMALL  
WOOD SCREW OR SHEET METAL SCREW THROUGH HOLE AND  
FASTEN TO BACK SIDE.

NOTE #1 - FOR BRICK MOUNTING THE FOLLOWING  
ADDITIONAL PARTS ARE REQUIRED.

- $\frac{3}{8}$ " CONCRETE DRILL BIT
- #10 X  $\frac{5}{8}$ " TAMPIN ANCHORS 4 TOOL - 2 ANCHORS REQUIRE  
FOR EACH BRACKET
- #10-24 MACHINE SCREWS 1 LONG - 2 REQUIRED  
FOR EACH BRACKET.

## **6f. Landscaping and Owner Maintained Flower Beds**

The Association provides for the landscaping of the complex, including, lawn mowing, trimming shrubs and trees, as well as mulching. The landscaping company will take care of all sections, including in front of your unit, unless you have chosen to do so. If you would like to maintain the flowerbeds in front of your unit, you should request a red-tipped stake from the property manager/maintenance tech for any area you wish to maintain. You will have the option of choosing the types of plantings you wish, both annuals and perennials, we ask that you do so with the overall integrity of the complex in mind. Once you have taken this responsibility, it will be necessary for you to continue the maintenance of the area.

The area inside your patio is your responsibility, including maintaining the beds, weeding, etc. If this area is not taken care of, and it becomes noticeable to the general area, you will be asked to do so. Trees growing inside your patio area are also your responsibility to keep trimmed and you will be asked to ensure that the tree is not interfering with the fence, the roof or your neighbor's area.

Landscaping is an ongoing expense for the Association. The Association continues to replace shrubbery and trees as necessary and as the budget permits. If you would like to replace plantings, shrubbery or trees in the area in front of your unit, at your own expense, please contact the Landscaping Committee and the Property manager for further information

Bird feeders are not allowed in the complex due to the high volume of damage that is created when birds are allowed to overrun the buildings (including damage to wood and siding).

## **6g. Outside lights:**

The unit owner is responsible for all light fixtures controlled from within their unit and replacement bulbs. If an owner chooses to change a front entrance light fixture, the replacement must meet current Association standards of a black coach light.

Community lighting, including the poles throughout the complex, is the responsibility of the Association. If you see that a light bulb has burned out, please report it (including the number of the pole which is detailed below the light fixture) to the Property manager for replacement.

## **7. CARE OF YOUR UNIT**

### **7a. Common gas lines/expenses**

Our association maintains common gas utility lines, therefore, the costs of gas supply, transmission and service are shared among all owners with the portions based upon undivided interest. Owners are, however, responsible for the gas lines from the shut off valve for their unit. It is advisable to be aware of your gas usage and attempt to conserve in any way possible.

## **7b. Patio areas and upgrades**

The patio area behind each unit is limited common property that is maintained by the unit owner. Should an owner wish to put in a new patio slab, they must do so at their own cost. Front steps and stoops are also the responsibility of the owner.

## **7c. Fences**

Maintenance of the fencing in the complex is the Association's responsibility. If your patio fence is in need of repair, please report it to the Property Manager who will assess whether the fence must be repaired or can be put on hold until it is scheduled to be replaced.

We ask that you assist in the upkeep of the fence by not allowing plantings to grow along the fencing, or other items, which may unduly destroy the fence.

## **7d. Gates**

If a homeowner does not have a patio gate and desires to have one installed at their own expense, the following procedure must be followed:

- ~ contact the property manager for approval and information for installation
- ~ the gate design must conform to the existing fence construction and must be painted to match the fencing of that unit
- ~ after completion of installation, the owner must contact the property manager for final inspection

Please note that when your building is scheduled for permanent replacement fencing, this will include a gate. We would advise that you avoid the cost of adding a gate until the replacement fencing is installed.

## **7e. Trash disposal - no dumping**

The Association maintains various dumpsters throughout the complex. The dumpsters are to be used for only normal household trash disposal. If an owner or resident has a large item to have removed, **THEY MUST** contact the City of Columbus bulk pickup for disposal of the item. The phone number for bulk pickup is located in the front of this document.

## **7f. Littering**

Owners/residents shall not, or cause to have happen, any littering in the complex. Also, owners and residents should adhere to "no trespassing" within areas belonging to other owners, nor cause to have happen, or invite outsiders to trespass.

## **7g. Noise levels - music, horn blowing, etc**

Owners/residents are asked to keep noise levels to a reasonable level, including refraining from unnecessary horn blowing (unless due to an emergency) or car security systems, loud music, or other sound devices.

## **8. PETS**

Any owner with an animal or bird shall indemnify and hold harmless the Property manager and the Association against any loss or liability of any kind arising out of having any animal on the condominium property. Pets are allowed in the Olentangy complex, however, in order to preserve our clean environment, and as respect to your neighbors, we ask that you abide by the following regulations:

### **8a. Registration with property manager**

All pets must be registered with the property manager along with your usual registration and emergency information, and are under the rulings of both the Association and Franklin County. Units cannot be utilized for the commercial breeding or keeping of any animals or birds. Owners are responsible for any disturbance created by their animals or birds and should such behavior continue, the animal or bird can/shall be removed from the condominium property (in accordance with the Declaration, page 20).

### **8b. Maintenance and clean-up**

The animal or bird is to be kept within the living area of your unit and cannot be raised, bred or kept in common areas or facilities. An owner is responsible to carry and use clean-up equipment while walking their pets. You are required to clean up after your pet and appropriately dispose of the waste, sealed in a bag, in the trash dumpsters.

### **8c. Leash laws**

Any pet, while outside of your unit, **MUST** be in control at all times, meaning that they are on a leash or held/carried. If your pet is not in control and found not on a leash, you will receive a notice from the property manager. Violations are subject to administrative assessment and/or the pet being removed from the premises

You are also required to keep your pet under control at all times, while outside of your unit, as well as in your unit. We ask that you respect your neighbors and keep noise to a minimum. If a pet becomes obnoxious because of noise, mischief, or otherwise, such activity may be reported by occupants or the property manager and the owner will be notified to correct the problem. Failure to do so may be cause for removal of the animal.

Should any situations or issues with animals or birds be discovered, all violations will be addressed by the Property Manager, for the Board.

## **9. STORAGE LOCKERS**

### **9a. Location, responsibility, liability**

Storage lockers located in the breezeway/hallway areas of some buildings are assigned to the units located in that building. Please check with the property manager for your assignment. Storage lockers are approximately six by six feet.

### **9b. Lottery for extra units**

There is one extra locker in each building that is offered to the community at large for rental for a period of two years through a lottery system. If any owner would like his name entered in the lottery, please contact the property manager. Rental charge is \$20.00 per month.

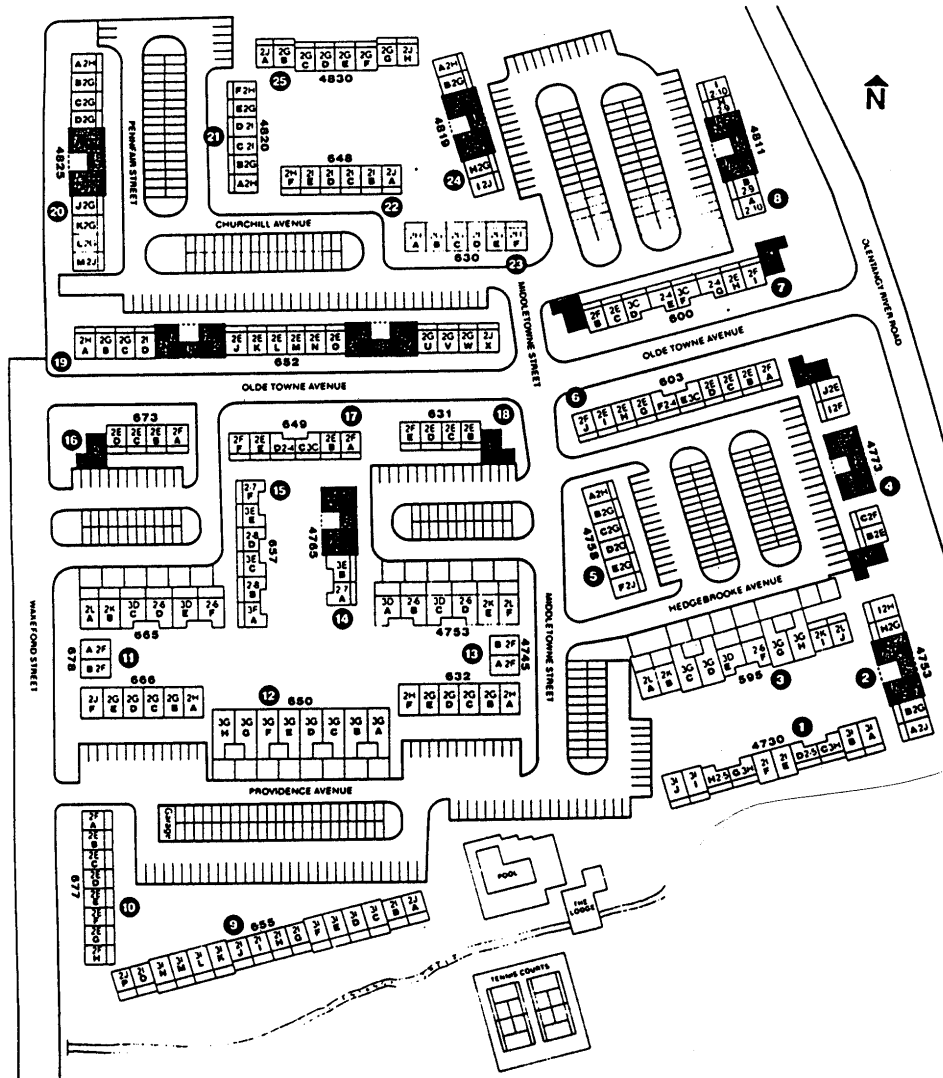
## **10. APPEAL PROCESS FOR RULES/REGULATIONS IN THIS HANDBOOK**

Should any homeowner or tenant/renter wish to appeal a ruling concerning any violations issued to them by the Association (this does not include any violations by entities not within the parameters of the Association, such as the City of Columbus), the following process should be followed:

- a.) Appeals must be filed in writing to the Board of Trustees in care of the property manager and must be received within 30 days of the citation or letter issued by the property manager.
- b.) At the next meeting of the Board of Trustees, the issue will be discussed and consideration of the appeal given.
- c.) The Board may choose to:
  - cancel, reduce or uphold any citation issued
  - refund in whole or in part any towing and storage charges if the Board finds in favor of the plaintiff, or may uphold the charges

# Olentangy

CONDOMINIUM ASSOCIATION





**Formal Complaint Form**  
**Olentangy Condominium Association**

Violator (s) (If Known) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address(es) (If Known): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violation(s):  
\_\_\_\_\_  
(Describe nature, location, time, date, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_

Please submit form to:      Patterson Merkle & Associates  
614-231-0476 - fax  
Pma2977@yahoo.com

**OLENTANGY CONDOMINIUM ASSOCIATION  
APPLICATION FOR EXTERIOR IMPROVEMENTS**

For all exterior improvements, application **MUST** be submitted and approved **BEFORE** you begin your project. The Board will act upon your application not later than at its next regular meeting.

Please complete the following information and submit it, **WITH YOUR PLANS/DRAWINGS**, to:

Olentangy Condominium Association  
C/o Patterson Merkle & Associates  
4900 Reed Rd, Suite 230  
Columbus, OH 43220

fax: 614.231.0476  
e-mail [pma2977@yahoo.com](mailto:pma2977@yahoo.com)

Once you have received your approved application from the Board, if a permit is required from the City (please read your Rules and Regulations in its entirety before you proceed).

If you have questions before submitting your application or your permit, please call the property manager at 235.1187.

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Improvement:

Deck \_\_\_\_\_ Privacy Fence \_\_\_\_\_ Patio \_\_\_\_\_

Hot Tub \_\_\_\_\_ Satellite Dish \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Date for completion of your project: \_\_\_\_\_

Your application for improvements has \_\_\_\_\_ has not \_\_\_\_\_ been approved.

\_\_\_\_\_  
Board Signature \_\_\_\_\_ Date \_\_\_\_\_

Notes from the Board: \_\_\_\_\_

\_\_\_\_\_