



POLICY HANDBOOK

Revised May 2020

OLENTANGY CONDOMINIUM ASSOCIATION
May 2020

Dear Owner:

This booklet has been developed by the Olentangy Condominium Board of Trustees in order to facilitate the understanding of your rights and responsibilities 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 to 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 handbook (the "Handbook"). 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, restrictions, and guidelines set forth in the Handbook are applicable to them as well. Additionally, please understand all owners and residents are required to adhere to these policies and guidelines whether or not they have read or become familiar with them. This 2020 version of the Handbook supersedes 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

The Handbook is meant as a supplement, and not a replacement, to these documents. In the event there is any conflict between the Handbook and the Declaration or By-Laws, the Declaration and By-Laws shall control. Copies of the Declaration and By-Laws can be obtained without charge by visiting the webpage for the Franklin County's Recorder or on the Association's website: www.olentangythecondominium.org. If you are unable to obtain a copy of the Declaration and By-Laws by either of these means, however, please contact the Management Company 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 614-645-4545

FIRE
Non-life threatening emergency 614-221-2345

AEP Electric 1-800-277-2177
1-800-672-2231

Columbia Gas

Emergency Service 1-800-344-4077
Poison Control Center OTHER NUMBERS
614-228-1323
1-800-682-7625

Columbus Bulk Refuse Collection 614-645-3111
Animal Control 614-462-3400

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

Patterson Merkle Management, LLC  
4900 Reed Rd, Suite 230  
Columbus, OH 43220  
Phone: 614-235-1187 FAX: 614-231-0476

**Diane Mauk** [pma2977@yahoo.com](mailto:pma2977@yahoo.com)  
Property Manager 614-235-1187

**Doug Vaughn**  
On-site Maintenance Manager

Business Hours Routine and Emergency Maintenance 614-235-1187  
After Hours Emergency Maintenance 614-221-7985

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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.

Per the Declaration and By-Laws of the condominium, the Board of Trustees of Olentangy (the “Board”) sets policy and budgetary guidelines. The Board is comprised of five-unit owners that are elected at large for two-year terms, and it meets on a regular basis. The Olentangy Condominiums Unit Owners’ Association (the “Association”) holds its Annual Meeting of members on the first Monday in May of each year.

Each current member of the Association will receive a copy of the Handbook. All new members will receive a copy of the Handbook at the time of the purchase of a unit. Any owner leasing or renting their unit is responsible for giving a copy of the Handbook to their tenants, guests, etc. and for ensuring their compliance with the rules and regulations.

It is the unit owner’s responsibility to assure that they, 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 their household or the household of their tenant(s) and the guests and/or invitees of either. All leases are subject to the Declaration and By-Laws and the rules and policies set forth in the Handbook. As such, it is strongly recommended that non-occupant owners explicitly 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 Management, LLC is the current property management firm. Their address and contact information are located on the “Emergency Information” page of this handbook.

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

It is important that owners keep in contact with the Management Company for any maintenance or emergency situation. If you have a maintenance issue concerning the areas that are under the responsibilities of the Association you need to contact the Management Company 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, landscaping), and the complex building from the wallboard of the individual’s unit out to the roof and outer walls of the facilities.**

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, your patio space, not including the fences, but excluding utility lines that service more than one unit.

For detailed information regarding maintenance responsibilities, consult the Declaration provisions found in Article XI(3) and XI(4) that discuss these matters.

## 1c. Insurance

Contact Patterson Merkle for any insurance related inquiries. Their contact information is located on the “Emergency Information” page of the Handbook.

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 and Annual Owners Meeting

The Board 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 Management Company.

As prescribed by the By-Laws, the Association’s annual owners meeting is scheduled for a Monday in May every year. Notification of this meeting and requests for nominations to the Board will be mailed to each owner. At these yearly **owners’** meetings, the Board generally presents a review of the past year and sets forth expectations for the following year. During this meeting, the yearly election of Board members is also conducted. There are typically either two or three Board positions (alternate years) which are to be elected at this meeting and immediately take office.

Members may attend and participate in the annual member’s meeting via a proxy. To be valid, a proxy must be signed and the original or a copy of the signed proxy must be provided to the Association’s property manager on or before noon on the date of the meeting. The Association does not accept proxies that have been signed electronically. Should a unit owner have any question regarding proxies, they should contact the Association’s property manager in advance of the annual meeting.

## 1e. Emergency Information

Common Emergency numbers are noted in this Handbook. 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 Management Company. 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. The Association will not be responsible for any damage to items an owner or resident fails to remove.**

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

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

- Assessments will normally be \$30 unless otherwise noted in the Handbook. Further, in the event the Association incurs costs to repair a unit or common elements as a result of an owner's action, inaction, or negligence, the Association may impose an administrative assessment in the amount of the costs incurred.
- Any unit found in violation of City Codes will be subject to administrative assessments and such additional actions as the Board may determine until such time as the violation is cured.
- If the Association has notified an owner of a violation, and the Owner fails to cure it in a reasonable time, additional assessments may **be** levied or formal legal action initiated, with the costs of such action, including attorney fees and court costs, being assessed to the owner's account.
- A unit owner may request a hearing regarding any administrative assessment. Such request must be made in writing and be delivered to the Management Company no more than 10 days after an owner receives notice of an administrative assessments. If a hearing request is received, the Association will schedule and hold a hearing prior to taking any collection action regarding an administrative assessment.
- If an owner does not request a hearing to contest an administrative hearing, the administrative assessment is due ten days after notice of the Assessment was dated. If an owner requests a hearing and the owner receives a notice of decision upholding the administrative assessment, the amount of the assessment as set forth in the notice of decision shall be due immediately.
- 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, including liens**, available to it under Ohio law.

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

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

The Association is permitted to charge annual operating assessments, and other assessments pursuant to the Declaration and Bylaws, and amendments thereto. The operating assessments are paid in equal monthly installments ("monthly installments"). The monthly installments are due on the first (1st) of each month. Monthly installments are considered late if not received on or before the 15th of each month.

An administrative late fee of \$30.<sup>00</sup> per month shall be assessed for any late payment or any unpaid monthly installment of an assessment due the Association. An NSF fee of \$30.<sup>00</sup> (or the amount the bank



charges the Association if not \$30.<sup>00</sup>) shall be charged to the Owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account.

The Association's attorney shall send a demand letter to any Owner who is more than 90 days or 3 months in arrears, with the costs of the letter to be added to the Owner's account.

The Association's attorney shall prepare and file a lien against any Owner who is more than 90 days or 3 months in arrears. All costs related to the preparation, filing, and recording of the lien will be charged to the Owner's account. The Association's attorney shall file a lien release upon full payment of any past due balance owed, and all costs related to the preparation, filing, and recording of the lien release will be charged to the Owner, if a lien has been filed for an unpaid balance.

All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent Owner's account and made a part of the unpaid balance owed to the Association.

The Association's attorney shall prepare and file foreclosure, with the Board's authorization, against any Owner that is delinquent in the payment of any assessments and related charges by more \$3,500, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

The Association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization, in any foreclosure initiated by the owner's lender or another lien holder. The Association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

The Board will suspend the voting rights of any Owner more than 30 days delinquent in the payment of assessments until such time as the account is paid in full.

## 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. Hardship Request

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 Management Company 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 and old owner(s) shall notify the Management Company (Association designee) in writing of the sale and provide the following information: address of owner and appropriate contact information, i.e. phone numbers, email.

Association documents can be found on the Association's website, <https://www.olentangythecondominium.org/documents/>. You may request physical copies of these documents at any time for a reasonable charge related to printing and mailing of these documents.

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 ninety (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. Pursuant to Ohio Law, tenants are subject to eviction by the Association for failure to abide by the Declaration and Handbook.

## 4. PARKING AND TRAFFIC ISSUES

The parking and traffic regulations for the Association 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, without limitation, stop signs and speed limits, are to be observed at all times. Violations of traffic rules will subject the unit owner to administrative assessments.

### 4a. Vehicle registration and operability

Only vehicles that can be operated 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 Association 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**. Limit two permits per unit. Guests should be instructed to park **only** in uncovered parking spaces.

Units with garages are not permitted to park under the carports, even if the spaces are unreserved.

If you have been assigned a parking space, you can obtain the number of your assigned spot from the Management Company. 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, light pick-up trucks, motorcycles, and scooters 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;
2. on the property to provide specific services to the association or to a resident, and only while work is in progress; or
3. preapproved by the Board.

## 4k. Car washing

Car washing is not permitted on the Association's grounds.

## 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 private rental to owners or for Association sponsored events. The Lodge contains a gas fireplace, bar area, pool table, air hockey, foosball, kitchen facilities, stereo, and a large-screen TV with cable. The basement area includes men and women's restrooms, showers, 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 Management Company 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 50 in attendance due to the size of the facility. The fee covers the rental of the lodge for a period of up to five (5) hours. If total usage exceeds five hours, an additional \$15.00 per hour will be assessed. Events must be over by 1:00 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 9 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 Management Company.

The Lodge rental fees are as follows:

- Facility rental of **\$75** payable before the date will be held.
- Security Deposit of **\$250** - 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. ***The security deposit must be on a separate check, payable to The Olentangy Condominium Association.***

Once you have finalized all paperwork with the Management Company for the Lodge rental, you will be able to secure a key. You will be responsible for the return of the key to the Management Company, 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.

There will be **NO** swimming pool privileges with the rental of the Lodge. Should a member of the group renting the Lodge or any of their guests use the swimming pool it will result in the automatic forfeiture of the \$250 security deposit and possible forfeiture of future Lodge rental privileges as to be determined by the Board.

It is the responsibility of the resident/owner to ensure 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 Management Company will use its discretion should an owner request more than three weekend reservations per year.

All events with participants under the age of 14 must have one or both parents/owners present at all times of the event. Children under 14 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 Management Company, 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 or user/unit will be subject to violation fines.

### 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 Management Company 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.
- 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.
- No food is allowed in the swimming pool.

### GUESTS AT THE POOL

Guests are limited to six (6) per unit. **You must accompany your guests at all times when they are in the pool area. Do not give your key to your guest! Failure to comply will result in violation fines.**

## 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 the use of owners and residents only. The courts are open from 8:00 am to dusk. Keys for the entrance are the same as the ones used for entrance into the pool and lower level of the lodge for access to the exercise room.

## 6. ADDITIONS/UPGRADES TO UNITS

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

- Nothing may be hung or displayed on the outside of windows or attached to walls or roof of any building, including, without limitation, 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 Board and subject to Rules intended to preserve the appearance of the condominium property. The only exception would be for existing flower boxes.
- Nothing which alters, in any fashion, 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. When considering any alteration request, 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 be 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

Owners must get written approval from the Board before installing any type of window. Failure to obtain the appropriate approval may result in an administrative assessment or being forced **to fix** and/or remove the window(s) at the owner's expense.

Window replacement is the responsibility of the unit owner. The owner should contact the Management Company before beginning installation to get Board approval. There are not requirements as to which window company or type is used. Owners are, however, required to replace windows with those of exact specifications that match the windows currently in the unit, including: the size, which may not be altered; the outside color of the molding, and the requirement that all windows include the 6-pane white 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

Owners must get approval from the Board before installing any type of door. Failure to obtain the appropriate approval may result in an administrative assessment and/or removal of the door at the owner's expense.

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 that currently exists on your door, unless otherwise approved by the Board.

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.

Maintenance, repair, and replacement of the garage doors and any garage opener will be the responsibility of the owner as set forth in 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

Owners must get approval from the Board before installing any type of window flower box. Failure to obtain the appropriate approval may result in an administrative assessment and/or removal of the

flower box at the owner's expense. 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 Management Company 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).

## 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 landscape area adjacent to your unit, you should request a red-tipped stake from the Board via Exterior Change Form with a description of what you intend to plant or remove. As of the release of this Handbook, Exterior Change Forms with requests to add hardscape or furniture to areas will not be approved. For planting ideas, please consult with the Board or Landscape Committee. After approval, it is incumbent on you to maintain that area, i.e. mulching with mulch consistent with Association maintained areas and weeding. When the unit is listed for sale, the owner is required to notify the Association at which point the Association will assess the area if any changes need to be made at the owner's expense prior to the sale. If you do not maintain the area, the red stake privileges will be revoked and the landscaping will be assumed by the Association. The decision to revoke red stake privileges shall be in the complete discretion of the Board. 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 Management Company for further information

Holiday specific decorations must be taken down no later than fourteen (14) days after that specific holiday.

Visible landscape beds must be cleared of all items as of December 1st. This includes, but is not limited to, shepherd hooks, pots, garden statues or decorations, chairs, tables, plant stands, hoses, etc. These items need to be stored inside the unit or inside the fenced in patio for the winter.

Decorations and potted plants (including hanging live plants) that are not maintained will be removed after the owner has been notified.

**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) as well as attracting rodents and other wildlife.**

**Food shall not be permitted to be left outside of a unit to feed outdoor animals or wildlife. This attracts unwanted rodents and wildlife that bring diseases and creates unsanitary conditions.**



## 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 and written Board approval must be obtained. Requests for change can be completed via Exterior Change Form and turned into the Management Company.

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 Management Company 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. If gas repairs done by an owner may affect other units, the owner is required to contact the Management Company about the shut off at least two (2) days prior to shut off.

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 for cosmetic reasons, they must do so at their own cost. Front steps and stoops are also the responsibility of the owner.

Any change requires Board approval prior to upgrade.

### 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 Management Company 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 Management Company and receive 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 Management Company 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 'Emergency Information' section of this document.

All dumpster doors must be closed all the way and food waste **MUST** be contained in a closed container or bag to deter rodents and other animals. Do not leave waste next to dumpsters.

### 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 Management Company 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 Management Company

All animals must be registered with the Management Company and must be validly registered with the County and remain current on all county required vaccinations. 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 animals. You are required to clean up after your animals and appropriately dispose of the waste, sealed in a bag, in the trash dumpsters to avoid attracting rodents and other wildlife.

Owner must supervise animals at all times, even when on the patio. Animals are not permitted to be on the patio when the owner is not home. Failure to comply with this can result in fines and/or removal of the animals.

**Please do not let your animal pee on the plants.**

## 8c. Leash laws

Any animal, while outside of your unit, MUST be in an owner's direct physical control at all times, meaning that they are on a held leash capable of a maximum length of 6 feet or less or the animal itself is being held/carried. If your animal is not in control and found not on a leash, you will receive a notice from the Management Company. 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 Management Company 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 Management Company, 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 Management Company for your assignment. Storage lockers are approximately six by six feet.

Hazardous or harmful items or materials are not to be stored in these lockers. Lockers that contain hazardous or harmful materials may result in forfeiture of locker privileges. Damage to lockers may also result in administrative assessments to the owner.

### 9b. Extra storage locker units

There is one extra locker in each building that is offered to the community at large for rental for a period to be determined by the Board based on the need of locker spaces by owners and residents of the community. If any owner is interested in renting an available locker unit, please inquire with the Management Company on availability. Rental charge is \$20.00 per month. Failure to pay consecutive monthly charges may result in forfeiture of the locker rental.

Hazardous or harmful items or materials are not to be stored in these lockers. Lockers that contain hazardous or harmful materials may result in forfeiture of locker privileges. Damage to lockers may also result in additional charges.