

**THE CONDOMINIUM AT  
HERITAGE GLEN CONDOMINIUM ASSOCIATION**

**HANDBOOK OF  
RULES AND REGULATIONS**

REV. 11/03/2020

## REFERENCE GUIDE

This Handbook was prepared by the Board of Directors (the “Board”) of the THE CONDOMINIUM AT HERITAGE GLEN CONDOMINIUM ASSOCIATION (the “Association”) to serve as a quick source of general information about the HERITAGE GLEN community (the “Community”), the rules and regulations by which we shall abide by, and the governing of the Association. This is *not* a substitute for the Declaration and By-Laws, which should be read and understood by every Unit Owner and Resident. IN the event of a conflict between this Handbook and the Declaration and By-Laws, the Declaration and By-Laws is the controlling document.

Questions about the Association and its activities should be directed to the Board through the Management Company (Spring Property Management, LLC).

While every effort has been made to assure accuracy in this Handbook, errors may occur. Please feel free to suggest corrections, changes and/or additions. The effective date of this Handbook is December 1, 2009.

## MESSAGE FROM THE BOARD OF DIRECTORS

Dear Unit Owners and Residents,

On behalf of the Board, the Management Company, and all Residents, we would like to take this opportunity to welcome you to HERITAGE GLEN.

HERITAGE GLEN is a premier condominium community and each Unit Owner and Resident is important to the overall success and uniformity of the Community. We are very proud of our Community. It is our desire and goal to maintain the highest level of service in the community. Subsequently, the best interests of the Community always outweigh the interests of the individual Unit Owner and Residents.

We look forward to receiving your suggestions on how we, as a Community, as a Board and as a Management Company, can better serve each and every Unit Owner and Resident. All opinions are important and we welcome your input.

If you have any questions or suggestions, please feel free to contact the HERITAGE GLEN office at 614-539-3399.

**Welcome Home!**

THE CONDOMINIUM AT HERITAGE GLEN CONDOMINIUM ASSOCIATION,  
THE BOARD OF DIRECTORS  
AND  
SPRING PROPERTY MANAGEMENT, LLC

## TABLE OF CONTENTS

- I. THE BOARD AND THE ASSOCIATION
  - a. THE BOARD
  - b. ELECTION
  - c. BOARD MEETINGS
  - d. HOW BOARD MEETINGS ARE CONDUCTED
  - e. ASSOCIATION MEETINGS
  - f. COMMITTEES
  - g. CONDOMINIUM DECLARATION AND BY-LAWS
  - h. PURPOSE OF RULES AND REGULATIONS AND THEIR MODIFICATION
  - i. NONCOMPLIANCE
- II. MANAGEMENT COMPANY
- III. IMPORTANT TELEPHONE NUMBERS
- IV. INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY
- V. FINANCIAL MATTERS
  - a. ASSOCIATION DUES
  - b. RETURNED CHECKS (NSF)
  - c. DELIQUENCY POLICY ON FEES AND ASSESSMENTS
- VI. INSURANCE
  - a. ASSOCIATION INSURANCE
  - b. ASSOCIATION INSURANCE POLICY
  - c. ASSOCIATION INSURANCE COVERAGE OVERVIEW
  - d. UNIT OWNER'S INSURANCE COVERAGE
  - e. INSURANCE DISCLAIMER
- VII. UTILITIES
  - a. UNIT OWNER/RESIDENT RESPONSIBILITY
  - b. REFUSE COLLECTION
- VIII. COMMON AND LIMITED COMMON ELEMENTS
  - a. DEFINITION OF COMMON ELEMENTS
  - b. DEFINITION OF LIMITED COMMON ELEMENTS
  - c. PURPOSE OF COMMON ELEMENTS
  - d. ACTIVITY ON COMMON ELEMENTS
  - e. DAMAGE TO COMMON ELEMENTS
  - f. PERSONAL PROPERTY
  - g. MODIFICATION AND ALTERATION
  - h. SATELLITE DISH POLICY
    - i. Satellite Dish Installation Guide
    - ii. Satellite Dish Damage Issues
    - iii. Satellite Dish Maintenance Issues
  - i. PERSONAL HOSE REELS/HOSES
  - j. FLOWERS/PLANTERS/FLOWER POTS
  - k. BUSH, TREE PLANTING, ETC

- I. DECORATIVE ITEMS
- m. STORM DOOR
- n. FLAGS
- o. WIND CHIMES
- p. SIGNS
- q. LANDSCAPE LIGHTS
- r. FRONT DOOR DECORATIONS
- s. WINDOW CLEANING
- t. GRILLING ON PATIOS AND PORCHES
- u. WINTER CONSIDERATIONS
- v. EXTERIOR SURFACE OF BUILDING –WINDOW COVERINGS
- w. MAIL
- IX. HOLIDAY AND SEASONAL DECORATIONS
- X. GARAGE SALES
- XI. MOVING RESPONSIBILITIES
- XII. SNOW REMOVAL
- XIII. PARKING/VEHICLES
- XIV. PETS
- XV. LEASING OF A CONDOMINIUM
- XVI. POOL AND FITNESS CENTER RULES

SUMMARY OF MAINTENANCE/REPAIR RESPONSIBILITIES

**FORMS**

- FORMAL COMPLAINT
- SATELLITE DISH INSTALLATION APPLICATION
- EXTERIOR MODIFICATION APPLICATION
- TENANT ACKNOWLEDGEMENT

## **I. THE BOARD AND THE ASSOCIATION**

### **A. THE BOARD**

A condominium is a group of residential units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and By-Laws and any amendments thereto. The Board is delegated by Ohio law and the Association Bylaws with the responsibility for the operation and management of the Common Elements (as defined in Section VIII) of the community and the affairs of the Association. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and to maintain property value.

### **B. ELECTION**

The Board will be comprised of five representatives. The Directors will have staggered term lengths of 1, 2, and 3 years. Each successive year, Directors will be elected at the annual meeting of the Association to serve a three year term.

### **C. BOARD MEETINGS**

The Board shall meet as often as necessary, but not less than quarterly, to review the Association's finances and operations.

### **D. HOW BOARD MEETINGS ARE CONDUCTED**

A topic will be discussed amongst the Board. Upon completion of that discussion, attending Unit Owners who wish to speak on that specific topic will be recognized and given three minutes of uninterrupted opportunity to comment. Once all Unit Owners who wish to be heard on that topic have been recognized, the Board will then again discuss that topic and, if necessary, a Board vote will be taken. As needed for confidentiality, the Board may elect to go into an Executive Session; at which point the attending Unit Owners will be requested to leave the meeting.

### **E. ASSOCIATION MEETINGS**

A minimum of one annual meeting of the Association membership will be called, in the first calendar quarter of each year, with a minimum of seven days advance notice. Special meetings of the Association may be called as warranted.

### **F. COMMITTEES**

Committees will be formed by the Board to assist in the management of the activities and affairs of the Community. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. All Unit Owners are encouraged to be actively involved in the Community and to volunteer for committee appointment. Examples of committees include: Community Newsletter, Social, etc.

### **G. CONDOMINIUM DECLARATION AND BY-LAWS**

Every Unit Owner should have received a copy of the Condominiums Declaration and By-Laws at or before the closing on their Unit. The Condominium Declaration and By-Laws are the basis by which a common plan of governance for the Community was created and provides the rules and regulations by which the Association will be run. It is the duty of each Unit Owner to understand and comply with the Declaration and By-Laws.

#### H. **PURPOSE OF RULES AND REGULATIONS AND THEIR MODIFICATION**

The purpose of the rules and regulations set forth herein is to establish guidelines that will preserve our asset (the Community), control operating and maintenance costs, and provide for a harmonious living environment for all Residents. The condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire Community and it is to this end that the Board, pursuant to the Declaration and By-Laws, adopted many of these rules and regulations. The Board may amend the rules and regulations from time to time, as necessary. Such amendment will prompt a revised page(s) to this handbook which will be issued to each Unit Owner.

#### I. **NONCOMPLIANCE**

Residents who have issues with other Residents with regard to following the rules and regulations contained herein are encouraged to resolve the issues informally.

Any resident who feels that a rule or regulation has been violated and the issue cannot be resolved informally may file a Formal Complaint with the Management Company (see Formal Complaint form attached hereto). The Board and/or Management Company will review the Complaint and, if warranted (in the Board's discretion), send the Resident a violation letter, along with a copy of this section of the Handbook titled "*Noncompliance*"

The Resident receiving the violation letter has the following options:

- 1) Comply with the Handbook within five days or such other time as set forth in the violation letter. Once compliance has been achieved, the resident should notify the Management Company. If the Management Company does not receive notification of compliance, it will inform the Board.
- 2) Write a letter to the Board that explains why the five day period is insufficient for complying. The Resident must propose another date and explain the necessity for the delay. Once the Board receives this letter, it may decide to grant the delay or instruct the Resident to comply with the rules within five days of the Board's decision.
- 3) Write a letter to the Board disputing the legitimacy of the Complaint. The Board will rule on all Formal Complaints. If the Complaint is found to be illegitimate, the issue is over. IF the complaint is found to be legitimate, the Resident will be advised to comply with the rules within five days.

- 4) Refuse to comply. IF the Resident does not comply within the allotted time period and does not write a letter to the Board requesting additional time or disputing the Complaint, **the Board may engage someone to perform the work necessary and assess the cost to the Resident.**
- 5) The anonymity of the complaint will be protected.

**II. MANAGEMENT COMPANY**

The Management Company will distribute the Declaration and By-Laws, Handbook, Directory and Site Map to new Residents via the Title Company administering the closing.

The Management Company retained by the Board is:

**Spring Property Management                      Telephone: (614) 791-1490                      Fax: (614) 791-1535**

**III. IMPORTANT TELEPHONE NUMBERS**

<b>Emergency Police and/or Fire Department</b>	<b>911</b>
Grove City Police Department	(614) 277-1700
Grove City Fire Department	(614) 875-5626
Nationwide Energy Partners (Electric/Water)	(877) 818-2637
Heritage Glen Office/Maintenance	(614) 539-3399
<b>Heritage Glen After-Hours Maintenance-Emergency</b>	<b>(614) 935-5337</b>
Heritage Glen Fax	(614) 539-3388

**IV. INTERIOR MAINTENANCE & EMERGENCY RESPONSIBILITY**

All interior maintenance, including that which is emergent in nature, is the responsibility of the Unit Owner. If Spring Property Management, LLC dispatches a maintenance technician to address an interior emergency maintenance item, the cost for that service call and maintenance is the responsibility of the Unit Owner. For non-emergency interior maintenance, Spring Property Management LLC may agree to perform the requested interior maintenance on a fee-for service basis to the Unit Owner, or may recommend a contractor for that service.

**V. FINANCIAL MATTERS**

A. **ASSOCIATION DUES:** Association are payable to THE CONDOMINIUM AT HERITAGE GLEN CONDOMINIUM ASSOCIATION on the first of each month. Please note that automatic electronic transfer of monthly dues can be arranged through the Management Company for your convenience.

A late charge of \$25.00 will be assessed to any account which is delinquent after the 10<sup>th</sup> of the month.

- B. **RETURNED CHECKS (NSF):** Any check not honored when presented for payment shall be deemed a non-sufficient funds (NSF) check, and if returned, must be replaced by payment in the form of a money order or cashier's check, along with an NSF fee of \$35.00, plus any late fees.
- C. **DELINQUENCY POLICY ON FEES AND ASSESSMENTS:** Upon the eleventh day of the month, the Management Company will send a delinquency notice to the Unit Owner and the Unit Owner's account will be assessed a \$25.00 late charge.

Pursuant to the Declaration and By-Laws, a lien may be filed when an account becomes thirty days delinquent. Unless otherwise determined by the Board, a lien will automatically be filed when an account becomes sixty days delinquent. The delinquent Unit Owner's account is charged the cost of filling the lien. The Unit Owner will be sent a monthly statement until all payments have been made.

Foreclosure action may be taken when the fees are in arrears by \$500.00, or at any time prior thereto in the Board's sole discretion. If a foreclosure is initiated, attorney fees and costs are also assessed to the Unit Owner's account. Any additional costs or attorney fees will also be assessed to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

All fee payments made to a Unit Owner's account after the account becomes delinquent will be applied to the oldest outstanding balance. Late charges will continue to be assessed on the outstanding balance until the account is current.

**All Unit Owner privileges will be suspended until the account becomes current.**

The Unit Owner's Association voting privileges will be suspended until such time as the account becomes current. The Management Company will oversee the Association's delinquent policy.

## **VI. INSURANCE**

- A. **ASSOCIATION INSURANCE:** The Association will maintain appropriate levels of insurance according to the laws of the State of Ohio and the Association's Declaration and By-Laws.
- B. **ASSOCIATION INSURANCE POLICY:** A copy of the Association's insurance policy may be obtained upon request from the Management Company for the costs of copying and postage at requestor's expense.
- C. **ASSOCIATION'S INSURANCE COVERAGE OVERVIEW:** The association shall maintain appropriate levels of insurance for the common Elements of the Community, as well as the basic structure (both interior and exterior) of the Units as they were at the time the Units were first transferred to the initial Unit Owners at the time of closing.
- D. **UNIT OWNER'S INSURANCE COVERAGE:** It is strongly recommended that Unit Owners obtain individual homeowner's insurance which would provide coverage for personal contents as well as



any and all additions, improvements, betterments and upgrades to the Unit subsequent to when the unit was transferred to the first Unit Owner at closing.

- E. **INSURANCE DISCLAIMER:** The above is provided solely for informational overview purposes only. A Unit Owner is responsible for and is encouraged to determine his/her/its individual homeowner's insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's insurance policy is available from the Management Company.

## VII. UTILITIES

- A. **UNIT OWNER/RESIDENT RESPONSIBILITY:** Residents are currently responsible for maintenance and payment of their own gas, electric, water, and telephone and for calling to initiate service on the date of possession. Unit Owners are responsible for any bills not paid by their tenant.
- B. **REFUSE COLLECTION:** Trash removal and recycling services are provided by Republic Services. Resident shall place refuse in the receptacles/dumpsters provided throughout the community.

## VIII. COMMON AND LIMITED COMMON ELEMENTS

- A. **DEFINITION OF THE COMMON ELEMENTS:** Except that which is defined to be a Unit, the Common Elements are all of the condominium property.
- B. **DEFINITION OF LIMITED COMMON ELEMENTS:** The Limited Common Elements are those portions of the Common Elements (the balcony, patio, etc.) that serve one Unit and whose use, benefit and enjoyment are reserved for the lawful occupants of that Unit.
- C. **PURPOSE OF COMMON ELEMENTS:** The common Elements are for the sole and exclusive use, benefit and enjoyment of the Residents for the purpose and manner in which such Elements and facilities are ordinarily used. All Unit Owners jointly own the Common Elements, including the Limited Common Elements. No one shall use the Common Elements or the Limited Common Elements in such a manner as to disturb others.
- D. **ACTIVITY ON COMMON ELEMENTS:** There shall be no playing of organized sports, lounging, parking of bicycles, baby carriages, wagons, toys, vehicles, benches, chairs, etc., on any part of the Common Elements, except that porches (Limited Common Elements) may be used for their intended purposes. It is expected that Unit Owners will demonstrate common courtesy to adjoining Unit Residents relative to noise and activities on patios and porches. Party activities on the Common Elements and Limited Common Elements (porches and patios) should terminate by 10:00 p.m. Sunday through Thursday, and 12:00 a.m. on Friday and Saturday nights.
- E. **DAMAGE TO COMMON ELEMENTS:** Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by any negligent or intentional act by the Unit Owner, Residents of a Unit or guest of any Unit Owner Resident.

- F. **PERSONAL PROPERTY:** All personal property, such as lawn chairs, bicycles, tables, chairs, etc., must be kept within the Unit or garage when not in use. An outdoor table and up to four chairs may be stored on the patio or balcony. The table and chairs must be in good condition and be a neutral color.

No laundry (swimsuits, towels, rugs, etc) shall be hung over any porch railings.

- G. **MODIFICATION AND ALTERATION:** Board approval is required for any modification or alteration to the Common Elements or the Limited Common Elements. The Unit Owner desiring approval for a modification or alteration shall submit complete plans, including specifications showing the nature, kind, shape, dimensions, materials, color and location, desired start and anticipated dates, for the desired modification or alteration to the Management Company for review and recommendation. The Management Company will present to the board the proposed modification. The Board will then vote on the proposal.

Reasons for the Board to reject a submitted plan for modification or alteration include, but are not limited to: the proposed modification or alteration would interfere with Common Element maintenance (such as lawn mowing, etc.); or the proposed modification or alteration would not be aesthetically appropriate in that its appearance, color, character or materials would conflict with the character of the Community.

With written Board approval, but prior to initiating the modification or alteration, the Unit Owner shall sign appropriate documents that will:

- 1) Define the scope of the modification or alteration approved.
- 2) Acknowledge that the granting of Board approval does not in any way constitute a change as to how the property being modified or altered is defined, and that it remains defined as Common Element Property.
- 3) Make the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and/or damage repair to the modification or alteration, irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification or alteration.

- H. **SATELLITE DISH POLICY:** The Unit Owner desiring to install, or to have installed a Satellite Dish, shall submit an application to the Board via the Management Company for such an installation, along with screening plans. Please refer to the Satellite Dish Installation Application at the end of this Handbook. A completed application does not in any way infer approval.

The approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all city and township codes and regulations, and those codes and regulations of other agencies governing such an installation (i.e., the FCC, the Building Department, utility company, manufacturer guidelines, etc.). The Unit Owner is required to obtain any and all permits (i.e., building permit, etc.) required by law, at Unit Owner's expense.

1) Satellite Dish Installation Guidelines

Satellite dishes shall be as small as possible, but not larger than 39.4 inches (one meter) in diameter. Satellite dishes shall not be affixed to or placed upon any exterior wall, roof, or in the Common Elements, unless prior written Board approval is granted.

The dish installation shall be of quality construction and shall conform to applicable building codes and manufacturer's specifications

The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building and/or install landscape screening to hide the dish.

Any variation in installation from that represented on the original approved Satellite Dish Installation Application must be submitted in writing for Board approval.

2) Satellite Dish Damage Issues

The Unit Owner is responsible for any damage, other than the dish installation itself, to the exterior of the building or Unit caused by the dish installation. The Board may require reasonable insurance to be obtained prior to installation.

If any existing landscape, public improvements or utilities are damaged or destroyed during any phase of installation, the Unit Owner shall, at Unit Owner's expense, replace and/or repair such damage.

With dish removal, the Unit Owner is responsible to repair any damage resulting from the dish having been installed.

3) Satellite Dish Maintenance Issues

Dish maintenance and/or repair are the responsibility of the Unit Owner. The Unit Owner is responsible for any additional

I. **PERSONAL HOSE REELS/HOSES:** Personal hose reels and hoses must be stored in the garage or Unit when not in use. No hose mounts or hoses are permitted to be stored on the outside of a Unit, including in flowerbeds.

J. **FLOWERS/PLANTERS/FLOWERPOTS:** Unit Owners are encouraged to plant flowers (annuals) in flowerpots on the porch Limited Common Element. Planting or mulching around mailbox posts, common trees, etc., is prohibited without prior written Board approval.

Prior written Board approval is required to extend a mulched element, create a new mulch element, or create a garden element.

Maintenance of the flowers is the responsibility of the Resident. Exhausted annuals are to be removed at the end of the season. The Association will notify a Resident of exhausted annuals that have become unsightly by providing a seven day notice for removal. If not removed, the association will remove the annuals, and the cost for the removal will be assessed to the Unit Owner.

Flowerpots, planters and flower boxes are prohibited along the driveway and/or walkways.

Standing flowerpots, planters, flower boxes, trellises, etc., are prohibited on the grass Common Elements.

Hanging flowerpots are not permitted to be attached to any part of the Common or Limited Common Elements.

At the end of the season, flowerpots, planters and flower boxes must be removed from view.

K. **BUSH, TREE PLANTING, ETC:** Prior written Board approval is required before a Unit Owner or Resident may plant any bush, tree, perennial, etc. All planters shall be consistent with the existing planted material.

L. **DECORATIVE ITEMS:** Porch furniture, flowerpots, plants, flower boxes and other permitted personal property may be placed on the patio or balcony.

Lawn or yard ornaments of any kind are prohibited in Common Elements. Artificial flowers are prohibited.

M. **STORM DOOR:** All storm doors must conform to Community standards and be approved by the Board prior to installation.

N. **FLAGS:** The American flag may be flown or displayed at any time following normal flag protocol. Decorative or seasonal flags, which are in good condition and of an appropriate size (3 ft. x 5 ft. or less) are permitted. School and team flags may be flown on game day only.

O. **WIND CHIMES:** Wind chimes are permitted at the rear porch area with consent of the Resident's immediate neighbors.

P. **SIGNS:** One professionally prepared, unlit "For Sale" or "For Rent" sign may be placed inside the window of a unit.

Q. **LANDSCAPE LIGHTS:** Landscape lights are not permitted.

R. **FRONT DOOR DECORATIONS:** One non-holiday related front door decoration such as a wreath or door hanging, is permitted.

S. **WINDOW CLEANING:** Unit Owners are responsible for their own window cleaning

T. **GRILLING ON PATIOS AND PORCHES:** Grills placed too close to the building may cause damage to the building. The cost of the repair for damage to any building is the Unit Owner's responsibility. Grilling should be done outside the unit. Charcoal and propane grills are not permitted on the porch or balcony. All grills must be covered with a black, brown, or grey grill cover when not in use.

U. **WINTER CONSIDERATIONS:** The use of salt on concrete porches, walks and patios is prohibited, to avoid damage to the concrete. Only non-destructive de-icing agents may be used.

V. **EXTERIOR SURFACE OF BUILDING WINDOW COVERINGS:** Unit Owners shall not cause or permit anything (except as expressly permitted in this Handbook) to be hung or displayed on the inside or

outside of windows (except interior inoffensive drapes, curtains or louvered blinds) or placed on the outside wall of any building. No sign, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls, porch/patio or roof of any part of any building without the prior written consent of the Board.

- W. **MAIL:** Pursuant to U.S. Postal Service regulations, mail will be delivered at a central location, which location may be changed as required by the postal service.

## **IX. HOLIDAY AND SEASONAL DECORATIONS**

A reasonable display of lights and decorations, not causing permanent damage, not causing permanent damage to the building, gutters and/or wood trim, may be displayed in or on the Limited Common Elements of a Unit during the holiday seasons. Nothing shall be attached to any Common Element. Any damage created by the installation of holiday decorations is the responsibility of the Unit Owner.

Holiday decorations and/or lights are not permitted on the Common Elements, such as the front lawn and trees, without prior written Board approval. The Board will make adequate time provisions for evaluating holiday display requests submitted for approval.

Holiday decorations may be displayed thirty days prior to said holiday and must be removed within thirty days after said holiday.

## **X. GARAGE SALES**

Garage sales and tag sales are specifically prohibited, except when endorsed and approved by the Board as a Community event.

## **XI. MOVING RESPONSIBILITIES**

If you are moving, it is very important to notify the Management Company as to whom the new Unit Owner of record is and the date of closing. It is the current Unit Owner's responsibility to make certain all condominium dues, etc., are current. Please make certain that on the day of moving, your moving trucks, etc., do not interfere with the normal flow of traffic, and will permit other trucks, refuse collection vehicles, etc., to pass. Try to arrange your moving date so that it does not conflict with scheduled events such as refuse collection.

## **XII. SNOW REMOVAL**

When there is snowfall of two or more inches and the National Weather bureau forecasts temperatures to remain at or below freezing for the day after the snowfall, the contractor will plow the property after the snowfall stops. *When temperatures are forecasted to raise above freezing the day after a two inch or greater snowfall, the contractor will usually salt the roadways instead of plowing.*

Typically, the snow is plowed one lane wide on the first pass made by the contractor. It is likely that when the snow is plowed, cars in parking spaces will have a drift of snow behind the vehicle. Also, spaces without cars parked in them will be used to place the snow during the first pass. We are not the contractor's only client; therefore, the contractor must proceed to clear the main arteries on all the properties where they are contracted to remove snow. However, the contractor will return and continue to open up wider lanes (2<sup>nd</sup> pass). Clearing of sidewalks are the Resident's responsibility. Only non destructive de-icing agents are to be used on concrete.

### **XIII. PARKING VEHICLES**

All parking of vehicles by Residents or guests of Residents shall be inside of the garages or in the appropriate parking area. All vehicles must have a parking permit clearly displayed in front or rear windshield. Each Unit is allotted two parking permits. If a Unit Owner loses their parking permit(s), additional permits may be purchased from the Management Office for \$25.00 each. Lost parking permits will be marked as "tow immediately if seen on premises".

Vehicles parked in guest parking spaces must be moved every 24 hours and may not be used on a regular basis for a household with multiple vehicles.

No vehicles shall be parked in any manner that blocks any street or driveway, or the ingress/egress to any other Unit Owner's garage. Parking along any street is strictly prohibited. Parking and/or driving on any lawn Common Element is prohibited.

Major vehicular repairs are prohibited on Common or Limited Common Elements. Inoperable vehicles (flat tire(s), dead battery, expired tag, etc.) shall not be parked in any parking area other than a garage except for short-term emergency service (changing a flat tire, battery jump, etc.). Unit Owners and their guests shall make every effort to protect the paving Common Elements and paving Limited Common Elements (i.e., using wood to distribute jack pressure) while affecting repairs. Unit Owners will be responsible for any damage created. Inoperable vehicles and vehicles which cannot be identified as belonging to a Resident which are parked in any Common Element or Limited Common Element for more than 48 hours may be towed off the premises at the vehicle owner's expense.

Parking of commercial vehicles (vehicles with commercial plates and/or signage) is not permitted to be parked on Limited Common Elements (i.e., driveways) or Common Elements (i.e., parking area) at any time. Commercial moving vans, trucks or other commercial vehicles in the area to perform service or repair work for a Unit Owner or developer are authorized exceptions for the length of time necessary to accomplish the service or repair work.

Violation of any of the parking and vehicle rules may result in towing, without notice, at the vehicle owner's expense.

### **XIV. PETS**

The Common Elements are for enjoyment of all Unit Owners and Residents. These Common Elements cannot be fully utilized and enjoyed if animal wastes are left on the grounds. Pet owners are responsible for promptly cleaning up after their animals. Pets are not permitted to run uncontrolled. No animal may be off a leash as any animal, even if very docile, can represent an annoyance to or a perceived threat by another Resident or guest. The following clarify the rules governing pets in the Community:

Animals other than those classified as Household Domestic Pets are prohibited. The number and size of the household domestic pets are subject to reasonable limitations. Pets shall not be bred or maintained for commercial purposes. **SNAKES, ROTTWEILER, PIT BULL, AND DOBERMAN BREEDS OF DOGS ARE NOT ALLOWED UNDER ANY CIRCUMSTANCE.**

All pets must be on a leash and accompanied by a responsible person holding the leash in their hand at all times when in the Common or Limited Common Elements.

Pets may not be left unattended outdoors (including on porches or patios) or permitted to run free for any reason or for any length of time.

Animal houses or pens are not permitted on porches/patios and Common or Limited Common Elements.

Pets shall not be tethered (tied, chained) outside on the lawn, porches/patios Common or Limited Common Elements.

**Animal waste must be cleaned up immediately.** Owners failing to clean up after their pets will be assessed the costs for grounds maintenance to clean up. Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the Community upon written notice from the Board.

Any pet that exhibits menacing or threatening behavior toward any person at any time must be immediately removed from the Community.

The cost of repairing any damage done to the community property by an animal, such as to siding, lawn, etc., will be a special assessment to the Unit Owner responsible for that animal. This shall include damage to the lawn Common Elements and garden Limited Common Elements caused by urination in the same location.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of \$25.00 for each offense, after the first warning notice.

## **XV. LEASING OF A CONDOMINIUM**

The number of occupants shall be limited to that permitted by local housing, health and other regulations governing our Units. No Unit shall be used for any purpose other than that of a residence for individuals living as a single housekeeping unit. No Unit may be used as a group home, commercial foster home, etc. With this stated. The Board has promulgated the following rules regarding leasing:

Every lease and renewal lease covering a Unit of a condominium shall be in writing and duly executed by the parties thereto. All leases shall contain all provisions required by this Handbook and/or incorporate this Handbook, and shall not be for a period of less than one year.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Declaration and By-Laws and Rules and Regulations of the Community as outlined in this Handbook. The Unit Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.

A copy of the tenant's lease is to be recorded with the Management Company, along with a signed acknowledgement of these rules and regulations.

All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board and/or the Management Company on a timely basis so that action can be taken, if needed, by the board and/or the Management Company.

All Unit Owners are responsible to administer their properties, ensure their tenants have knowledge of and abide by the Declaration and By-Laws and the Rules and Regulations of the Community as outlined in this Handbook.

All Unit Owners are responsible to fulfill their association responsibilities.

Tenants are to refer all requests or needs to their respective Unit Owner or agents of the Unit Owner.

Except in the case of dire emergency, all tenant inquiries are to be directed to the Unit Owner or agents of the Unit Owner.

## **XVI. POOL AND FITNESS CENTER RULES**

- a. The pool and fitness center facilities are provided for the enjoyment and use by all Residents. The right to such enjoyment and use, however, is a license only and is subject to obeying all rules and policies pertaining to the pool and fitness center. Such license may be revoked modified or limited at any time by the association and the Management Company without prior notice to Resident. Such license shall be automatically revoked upon the expiration or termination of Resident's Lease or upon a default by Resident under said Lease. Any violation by you, your occupants, guests, family, and/or invitees could result in loss of use and privilege to pool and/or fitness center, and/or eviction. Resident assumes all responsibility for, and all risk of damage or injury that may occur to you, your occupants, guests, family, and/or invitees while using the pool and/or the fitness center. The association and the Management Company are not responsible for lost, damaged or stolen articles, equipment or personal property.
- b. Residents are responsible for supervising their children and/or guests at all times. Guests will not be permitted to use the pool and/or fitness center unless accompanied by Resident. Residents may bring two guests at any given time to the pool and/or fitness center. Children under the age of sixteen (16) years must be accompanied by a Resident at all times while in the pool and/or fitness center areas. Resident will not admit any individuals into the pool and/or fitness center areas unless such individuals have registered with the leasing office. No pets are permitted in the pool area.
- c. Proper clothing and/or swimwear must be worn in the pool, the pool area and the fitness center. Cut-off jeans are prohibited in the pool.
- d. NO GLASS CONTAINERS are allowed in the pool area or fitness center. Place all refuse in trash containers provided. Resident shall be responsible for payment of clean-up expenses, repair costs, and/or damages caused by Resident, Resident's occupants, family and/or invitees.
- e. Pool gates shall not be propped open or otherwise rendered inoperable, even temporarily.
- f. The pool may be used only between the hours of 10:00 a.m. and 10:00 p.m.
- g. No person under the influence of alcohol and/or drugs is permitted in the pool area or fitness center. No smoking is allowed in the pool area or fitness center. Alcoholic beverages are prohibited in the pool area and fitness center. Skateboards, bicycles, tricycles, etc., are not allowed in the pool area or fitness center. No pets are permitted in the pool area, fitness center or clubhouse.
- h. NO DIVING IS PERMITTED! No running, horseplay, fighting, dangerous conduct, or noise which is disturbing to other Residents is allowed in the pool area or fitness center. Ball playing (of any type), Frisbee playing and the use of flotation devices are not permitted in the pool area.
- i. Pool furniture is not to be removed from the pool area. Resident, occupants, guests, family and/or invitees shall place their own towel over pool furniture when using suntan oil or other lotions.



- j. Safety and other emergency equipment are to be used only for their intended purposes and are not to be played with or in or around the pool. Resident shall carefully inspect each piece of equipment prior to the use by Resident, occupants, guests, family or invitee and shall refrain from using any equipment which Resident believes is functioning improperly or is damaged or dangerous. Resident shall immediately report to the Management Company any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of these Community Policies.
- k. Resident should feel free to ask others to cease any violation of these Community Policies. Resident is requested to immediately notify the Management Company of any violations of these Community Policies by others.
- l. Pool rules are posted during the open season. Resident, occupants, guests, family and invitees must abide by all pool rules. Please encourage others to do the same. Pools may not be reserved for private parties. Absolutely no swimming will be permitted outside of the posted pool hours. All residents, guests, and invitees who use the pool and/or facilities do so at their own risk.
- m. Resident shall consult a physician before using any equipment in the fitness center. Resident, occupants, guests, family and invitees shall refrain from using such equipment unless such use or participation has been approved by a physician.
- n. Resident shall keep the fitness center locked during and after their visit to the fitness center.