

THE VILLAGE AT WALKER WOODS

RESIDENT HANDBOOK



REVISED January 2024

<https://thevillageatwalkerwoods.com/>

Rev, 2024a

INTRODUCTION

1. **SCOPE AND PURPOSE** – These Rules and Regulations are intended for use by the Occupants of the Village at Walker Woods and members of the Condominium Association.
2. **AUTHORITY** – All Rules and Regulations are under express authority granted in Article III of the Declaration and Bylaws. The intent is to promote harmony to serve the best interests of the Unit Owners and Association as a whole, and to protect and preserve the nature of the Units and the Condominium Property.
3. **ENFORCEMENT**- The Declaration and Bylaws governing the Village at Walker Woods mandates that the Board of Directors enforce the covenants and restrictions contained in the Declaration and Bylaws and authorizes enforcement of the Rules and Regulations promulgated by the Board. The Declaration and Bylaws provides a variety of sanctions including the assessment of enforcement and legal costs.
4. **APPLICABILITY** – These Rules and Regulations supersede the previous Condo Community Rules and Regulations Handbook dated 2022 in its entirety.
5. **RELATIONSHIP TO DECLARATION AND OHIO LAW**- These Rules and Regulations expand on some general covenants and restrictions contained in the Declaration and Bylaws and Ohio Revised Code 5311: Condominium Property. The Ohio Law, the Declaration and Bylaws and the Rules and Regulations are all applicable and controlling in that respective order.
6. **MODIFICATIONS**- These Rules and Regulations were approved by the Village at Walker Woods Condominium Association Board of Directors and are effective as of January 2024. These Rules and Regulations may be amended or modified from time-to-time, as conditions change, upon approval of a majority vote of the Board of Directors. Such amendments and / or modifications shall become effective at that time and become part of the Rules and Regulations.
7. **COMMUNICATIONS** – The Board of Directors consists of up to (6) six volunteers that are Unit Owners who are elected by the Unit Owners at the Annual Meeting. The Board members are responsible for making decisions affecting the property during the Board's scheduled and emergency meetings. The Association relies on the Management Company to carry out the Board's decisions and handle all communications with the Unit Owners, contractors, and vendors. The Unit Owners should direct all concerns or questions about the maintenance of the Condo property, in writing, directly to the Management Company. Questions about the Condominium Association and its activities, or an interpretation of the Rules and Regulations should be directed to the Board of Directors or to the Management Company.

IMPORTANT TELEPHONE NUMBERS

COMMUNITY ASSOCIATION MANAGEMENT COMPANY

Condominium Administrators
845 Lookout Point Drive
Columbus OH 43235

Phone: (614)-848-3320

Fax: (614) 848-9980

Email: condolinks@aol.com

Association website: thevillageatwalkerwoods.com

Emergency (Fire, Medical, Sheriff)	911
Poison Center of Central Ohio	(614) 682-7625
Delaware County Sheriffs (Non-Emergency)	(740) 833-2810
Orange Township Fire Department	
(Non-Emergency)	(740) 548-6346
Orange Township Hall	
1680 East Orange Road	
Lewis Center, OH 43035	
Post Office	(740) 548-4532
Suburban Natural Gas	(740) 548-2450
American Electric Power (AEP)	(800) 672-2231
Verizon (Phone)	(800) 483-4600
DelCo Water	(740) 548-4037
VWW Clubhouse	(740) 879-3761

Cable

Spectrum Bulk Services Customer Service (833) 697-7328

Trash Removal

Refuse Specialist provided by Rumpke (805) 482-5895
Pick-up day is Thursday
Please have your trash can at curbside.

Table of Contents

Definitions; Common Element & Limited Common Element	5
Monies Due the Association	5
Enforcement Assessments and Procedure	6
Delinquent Accounts and Collection Policies	6-7
Late Fees	7
The American Flag	7
Awnings/Exterior Window Treatments	7
Bicycles/Motorcycles/Skateboards	7
Bulletin Board	7
Clubhouse	7-8
Complaints & Maintenance Requests	8
Decorative & Team Flags	8
Fences/Walls.....	8
Garages	8
Seasonal Decorations	8-9
Hose Storage Units	9
Hot Tubs, Jacuzzis or Whirlpool Tubs	9
Insurance	9
Kick Plates	9
Landscaping & Modifications	9-10
Landscape Shrubs & Bushes	10-11
Parking	11
Patios	11
Pets	12
Repair & Replacement.....	12
Sale of Property	12-13
Antennas.....	13
Satellite Dishes.....	13
Screen/Storm Doors	13
Signage	13
Solicitation and Garage Sales	13
Speed Limit	13-14
Swimming Pool and Workout Room.....	14
Swing Sets/Outdoor Toys/Grills	14
Trash	15
Washing Machine Hoses	15
Windows and Window Coverings	15
Window Boxes	15
Winterization Policy	15-16
Other General Information	16
Ad Hoc Committees.....	16
Policy Resolution 2009-01: Insurance Deductibles	17
Policy Resolution 2009-02: Washer Hoses	18
Declaration & Bylaws Amendment 2019.....	19-22
Maintenance Responsibility Chart	23-24
Village at Walker Woods Map.....	25
Application for Alteration/Modification.....	26
Satellite Dish Application.....	27
Complaint Registration Form.....	28
Clubhouse Rental Form.....	29-30

Village at Walker Woods Rules and Regulations

These rules are being set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which the Village at Walker Woods Condominium Association operates.

All residents must read and adhere to these rules.

Common elements

Common elements consist of the following:

- Vehicular drives and parking elements
- Exterior walkways
- Installations for services such as power, telephone, light, gas and water
- All sewer pipes from the tap of the public sanitary system to a unit's branch lines.
- All underground utilities from the property line to the individual unit meter
- All lawns, landscape plantings and flower beds, mailboxes, street lighting and signage.
- The clubhouse and pool areas
- The structure and exterior of all buildings
- Anything that is not defined as part of a unit by the Condominium Declaration.

Limited Common Elements

Limited common elements are managed by the Association, but reserved for the exclusive use of the unit to which they are attached. Unit owners shall be responsible for maintenance of the limited common element. Limited common elements shall include the following:

- The patio element adjacent to the unit, including enclosure.
- A unit's front porch.

Monies Due the Association

The Board of Directors has a fiduciary responsibility to all the owners to collect all monies owed the association. All association assessments and fees are due and payable on the 1st of each month. It is the responsibility of the homeowner to see that all fees are paid in a timely fashion. The declaration gives its members a **14 calendar** day grace period to allow for mail delivery.

Any and all monies received will be applied in the following sequence to comply with Ohio Revised Code 5311.081

1. Any interest due
2. Late fees
3. Collection costs, attorney's fees, and paralegal fees
4. Common expenses or "penalty" (enforcement assessments)
5. Regular condominium association fees

Enforcement Assessments

The purpose of this rule is to give the Association a vehicle to enforce compliance by residents without having to seek a legal remedy for minor infractions. Enforcement assessments against owners and residents for violations of the Declaration or condominium rules will be assessed against the unit owner. Responsibility for information regarding rules and regulations for living at The Village at Walker Woods lies with each unit owner. Offsite owners are responsible for making all Village at Walker Woods policies clear to their unit residents.

General Rule Violations

1st Offense-	Warning Letter
2nd Offense-	\$ 25.00 Enforcement Assessment
3rd Offense-	\$ 50.00 Enforcement Assessment
4th Offense-	\$100.00 Enforcement Assessment
5th Offense-	\$200.00 Enforcement Assessment

Enforcement Assessment Procedure

Enforcement Assessments will not be issued until the Board verifies the offense or it is observed by a Board Member or Management Company representative. Prior to the actual issuance of an enforcement assessment, the following procedure will be used in compliance with Ohio Revised Code (ORC) 5311:08(c)(1)

1. The association will give the owner written notice of a description of the property damage or violation; the amount of the proposed assessment; a statement that the owner has a right to a hearing before the Board to contest the violation; a statement of procedures required to request a hearing; and a reasonable date by which the owner must remedy the violation to avoid an enforcement assessment.
2. The owner may request a hearing by written notice within ten **(10)** days of the date of the Board's letter. If the owner does not request the hearing, the assessment is automatically imposed.
3. The Board will hold a hearing if requested and give the owner seven (7) days notice of the date/time/place.
4. Within thirty (30) days of the hearing, the board will give written notice of the assessment status.

All Enforcement Assessments will be added to monthly association dues, payable at the beginning of each month. Unpaid Enforcement Assessments are subject to collection procedures as indicated below in the section entitled "Delinquent Accounts and Collection Policies."

Delinquent Accounts and Collection Policies

- Accounts more than 14 days past due will be sent a notice by the Management Company requesting payment.

- After 60 days, the association will have an Attorney Demand Letter issued requesting payment. The owner will be assessed the cost of this letter, currently **\$60.00** and subject to change.
- Any account more than 60 days delinquent may be turned over to collections.
- After 90 days, the association will file a lien against the title of the delinquent owner. The unit owner will be assessed the cost of this action, currently **\$156.00** and subject to change.
- After 120 days, the association may file a foreclosure action against the delinquent owner.

Late Fees and NSF Fees

A fee of **\$15.00** will be applied to any payments overdue by more than 14 calendar days. Checks that are returned due to insufficient (NSF) funds will be charged **\$35.00** per occurrence. Any owner who has two NSF checks in a 6 month period will be required to remit all future payments by bank or certified check.

Community Rules and Guidelines

The American Flag

The American Flag may be flown or displayed at anytime following normal flag protocol. Lighted or neon flags are not allowed. No permanent in-ground flagpoles are permitted.

Awnings/Exterior Window Treatments

Awning or exterior window shades are prohibited.

Bicycles/Motorcycles/Skateboards

Bicycles and motorcycles shall be stored in the owner's garage, not on the limited common elements or in the common elements. Skateboarding is prohibited in the community.

Bulletin Board

Any correspondence to be placed in the bulletin board must be of the following:

- At least 4 x 6 card
- Typewritten and neat (not cluttered)
- Any Board member has a key to the bulletin board.

Clubhouse

The association has a very nice clubhouse for the use of its residents. Please note that rental of the clubhouse facility does not include the use of the pool or fitness room. The clubhouse also has a good fitness room for the enjoyment of its residents. ***Due to repair costs and liability issues, only residents may use this facility.***

Each resident should have a key that opens both the pool gate and the exterior of the fitness room. If you do not, or have lost yours, it can be replaced at a cost of **\$5.00** payable to the Association. Contact Condominium Administrators at 614-848-3320 to get a key. There will be only ***one (1) key limit per household. Duplication of the key is prohibited.***

*Clubhouse rental is permitted by any owner/member that does not have any outstanding monies owed to the association. Also, rental fees are due at time of reservation and refunds of rental fees will be made if the rental is cancelled at least 7 days in advance. Owners are expected to inform guests of parking availability. The Clubhouse rental is \$40.00 effective 1/1/2024. For rental call: **Dan Baumann** at (740)549-2317.*

Complaints and Maintenance Requests

All complaints must be submitted in writing on the Complaint Form in the back of this Handbook. Verbal and/or anonymous complaints will not be accepted. The Complaint form must include the page number, section and paragraph number (if applicable). If this information is not included, the Board will not give consideration to the Complaint. The Complainant's privacy (i.e. name, address) will be protected. Requests for maintenance must be submitted in writing via regular mail or email to The Village at Walker Woods Home Owners Association.

Decorative and Team Flags

Decorative flags are permitted and can only be displayed using the same apparatus as the American flag. Team flags may be displayed **on game day only** and must use the same apparatus as the American Flag or may be hung by hooks on the back of the porch "facing board".

All decorative or team flags are limited to 3'x5' nylon, polyester, or cotton

Fences/Walls

Other than those provided by the developer, no fences or walls of any type may be erected by owners around patios or anywhere else in the limited common elements or common elements.

No decorative or garden items may be affixed on patio fences or building exterior including porches.

Garages

The door of the garage is to be kept shut except for leaving, entering, loading, unloading or working in the garage. During hot weather, the garage door may be opened no more than 24" for ventilation. Garage door maintenance/repair/replacement is the responsibility of the unit owner/resident. Scheduled garage door painting is the responsibility of the Association. The owner is responsible for non-scheduled painting. See the maintenance responsibility chart herein.

Seasonal Decorations

Lights and decorations are permitted in the limited common elements and/or building exteriors provided the decorations do not alter/damage landscaping, limited common element, building, gutters or siding. Christmas decorations may not be displayed prior to the week of **Thanksgiving** and must be removed no later **January 7th**. Other seasonal decorations may not be displayed more than **15 days prior** to the holiday and must be removed within **10 days after** the holiday.

Flashing, racing, or chasing lights are not permitted. Musical decorations and lights are also not permitted. Soft twinkling lights are permitted. Large inflatable decorations are not permitted. Firecrackers and fireworks are NOT permitted.

Hose Storage Units

Hose storage units should be in an element close to the hose connection. *Garden hoses are not to lie outside on the ground, except when in use.* They are to be kept in or on a hose storage unit when not in use. During the winter months, hoses must be disconnected from the outside faucet and should be stored inside, and outside water supply lines shut off inside the utility area. Residents will be expected to obey water restrictions issued by Delco Water Company.

Hot Tubs, Jacuzzis or Whirlpool Tubs

Hot tubs, Jacuzzis or whirlpool tubs of any type are prohibited in the common elements. This shall include inflatable pools.

Insurance

It is the homeowner's responsibility to insure all personal belongings. This should include water and fire damage. Any upgrades within the unit should be insured. For example: additional ceiling fans, upgraded appliances, carpeting, etc. You should also carry personal liability insurance as you deem appropriate. The association carries insurance on the common elements and the buildings defined as standard units. That is, everything except the items required of the homeowner to insure. You may also contact the Management Company for information, if needed. The association's deductible (\$10,000 currently and subject to increase) shall be the responsibility of the homeowners in the event of a claim. *(See Policy Deductible Resolution on page 17.)*

Kick Plates

Kick plates may be installed on front doors as long as they are brass or look like brass.

Landscaping & Modifications

1. Any element adjacent to the Unit can be converted to a mulch covered flower bed. Flower beds shall not extend farther than approximately 36 inches from the Unit foundation, or equal to existing flower beds, whichever is less. ***(Requires Application for Alteration/Modification and approval of the Board)***.
2. No flower beds are permitted in the yard element away from the Unit.
3. No vegetable or herb gardens are permitted in the Common Elements, but are allowed inside the Limited Common Element patio in pots only. No vegetable or herb gardens are to be planted in the ground area inside the patio fence. Sunflowers are not permitted.
4. No trees are allowed in the flower beds next to the Unit foundation, or in any grass element, other than original trees and/or trees planted by the Association.
5. Patios facing driveways are permitted to install stepping-stones, pavers, or bricks. Color must be Castlewall Red or Pewter, Lodgestone River Red or Pewter, Patio Block 16" EMB-Red, Sandstone, or Natural. These items can be found at Lowes or Home Depot. ***(Requires Application for Alteration/Modification and approval of the Board)***. No plastic edging is permitted.

6. Plans/drawings for installation of landscape rocks, stepping stones, and stone/brick edging must be submitted **prior to** installation. (***Requires Application for Alteration/Modification and approval of the Board***).
7. Shepherd hooks (one or two hook versions) are limited to three per unit, with a maximum height of 6', and are permitted in flower beds adjacent to Unit only.
8. One bird house **OR** bird feeder per unit is permitted. Bird baths are NOT permitted.
9. Nothing is permitted in the mulched element around trees.
10. Stone/Rocks/Bricks are not permitted in the limited common area for grading issues. For determination of a permanent resolution to existing grading issues, please report any issues to the Management Company.
11. Nothing is allowed to be placed on the Common Elements such as the concrete sidewalks and concrete steps including flower pots. One planter may be placed between the garages from May 1st through October 1st.
12. No artificial flowers anywhere with the exception of seasonal wreaths.
13. The number of flower pots/hanging baskets/yard decorations shall be limited to 4 in the Limited Common Element.
14. Decorative lighting: the only type and color of outdoor decorative lighting permitted in the Limited Common Element is white solar powered lights or blue lights. Flashing, racing, or chasing lights are not permitted.

In order to get approval for any modifications, **RESIDENTS MUST** fill out the **Application for Alteration/Modification** including any additional information, drawings, or photographs that may be required by the Board of Directors to make a decision on the request. All of this information should be forwarded to the Management Company. The Board will then make a final decision regarding the request. Do not proceed with modifications until written approval is received. Note that the Board of Directors meets monthly so allow enough time to process your application.

Landscape Shrubs & Bushes

Applications for Alteration/Modification including replacing shrubs and bushes must be approved by the Board of Directors **BEFORE** any planting or removal can take place. (***If you are replacing with Green Velvet Boxwoods or Pinky Winky Hydrangea, you do not need a modification request.***) Flowers in the mulched area adjacent to the unit are the only exception. Owners must submit “do not trim” lists in writing to the Management Company. A “no trim” request means that NO shrubs or bushes will be trimmed around the unit.

Replacement of dead shrubs/bushes in the common element adjacent to the Unit Owner's building or sun porch is the responsibility of the Association. The Association will replace dead shrubs/bushes with boxwoods. ***If an Owner wishes to have something other than boxwoods, the Owner must submit an Application for Alteration/Modification to the Board for approval.*** The Owner is responsible for removing the dead shrubs/bushes, purchasing an approved

replacement plant, and installing and maintaining the replacement plant. The Owner should submit receipts for the replacement plants to the Board for reimbursement in an amount not to exceed \$315.00.

Parking

Owners and their guests must use the four designated parking spaces first (two in the garage and two in the driveway). Temporary overflow parking is available to owners and their guests at the clubhouse on a first-come, first-serve basis ONLY after all four of the owner designated parking spaces are occupied. Vehicles parked in areas not designated as parking spaces are subject to being towed at the vehicle owner/resident's expense.

No boats, trailers, motor homes, trucks larger than a 3/4 ton pick-up, travel trailers or any vehicle with commercial advertising may be parked on any street or driveway within the community overnight. Other vehicles used for recreation (van conversions/RVs) are not permitted in the community.

Inoperable vehicles (with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to an owner/resident, which are parked in any common element for more than 48 consecutive hours may be towed from the premises at the vehicle owner/resident's expense. No repair work is permitted on vehicles in the common elements except for short-term emergency work (flat tire repair or battery charge). Commercial moving vans, when conducting contract business and commercial trucks when in the community to perform service or repair, not over 24 feet in length are an authorized exception. *Semis of any kind are not allowed for any reason.*

No vehicle shall be parked in any manner that blocks any street or driveway, or the ingress/egress to any garage other than the owners. Parking on the main streets is prohibited because of Emergency Vehicle access. Some of the driveways have a turnaround element. Residents cannot park in these elements because it impedes people from backing out of their garages. Parking directly in front of the mailboxes is prohibited.

Patios

“Open patios” refers to patios that are fenced in. Personal property within the patio elements may not be visible above the patio fence with the exception of patio umbrellas. Scheduled patio fence painting and repairs are the responsibility of the Association. The owner is responsible for non-scheduled painting and repairs. See the maintenance responsibility herein.

“Enclosed patios” refers to patios with ceilings and glass walls. Repairs, maintenance and/or replacement of enclosed patios are the responsibility of the owner. See the maintenance responsibility chart herein.

Pets

Pets shall not be bred or maintained for commercial purposes. Dogs/cats are limited to a total of two per household. *All dogs or cats, when outdoors, shall be maintained on a leash attached to a responsible adult, no exceptions.* Owner/residents permitting a domestic pet to roam freely and unsupervised shall be cited for a rule violation and assessed a violation fee. Please note that unleashed and/or free-roaming dogs and cats are considered "strays". Their behavior is unpredictable and possibly dangerous, especially to children. Strays may be removed by decision of the Board of Directors.

Owners or caretakers shall be responsible for immediate cleanup of all pet droppings/waste and must carry the necessary items to do so. This waste must be disposed of in the owner's trash receptacle, not in the Clubhouse or Pool trash containers.

No pet shall be tethered (tied or chained) outside the unit on the porch, on the lawn, or tied to trees or yard stakes anywhere in the community. Owners will be assessed the cost of repairing the common elements damaged due to these activities.

Doghouses, outside cages, fences, or dog runs are prohibited. If any animal is determined to be a habitual barker or biter and/or is determined to be a detriment to the safety and well being of the community, the Board has the right to order the animal be permanently removed from the community. Orange Township ordinance (ORC 955.221(b)(2) regarding excessive barking applies to dogs within the village. The sheriff can be called if this condition persists.

Pet owners/residents will be assessed for violation of these rules as noted in paragraph "Enforcement Assessments". If pets become a nuisance due to the owner's/resident's failure to control the pet, the pet may be ordered to be removed at the discretion of the Board. The action or behavior of any pet is the sole responsibility of the owner/resident. The Association disclaims any and all responsibility or liability for any animal in the community. Ohio dog laws and Orange Township Ordinances apply to this section of the handbook.

Repair and Replacement

Repair or replacement of any outside fixture must be similar in size, style and color to the original fixture and is the owner's responsibility. Any electrical, plumbing or structural work done must be by a licensed contractor. The association cannot be held responsible for any damage resulting from the work done by an unlicensed contractor. All windows, screens, and doors including garage doors, storm doors and windows, if any, and the frames, sashes and jambs and the hardware therefor is the responsibility of the owner. Any questions can be directed to the Management Company or a Board Member.

Sale of Property

No more than one (1) professionally prepared sign advertising the unit for sale is permitted. The sign must be placed inside the unit in a window. No signs are permitted outside on the

limited common element or common element. **The owner is also required to notify either the President of the Association or the Management Company within 48 hours when the property is sold and provide the name of the new owner(s).** *See Amendment on Pages 19-22 for restrictions.* The seller should pass on the Declaration, By-laws, Resident Handbook, and keys (including pool/workout room keys) to the new owner. All fees associated with resale shall be the responsibility of the real estate transaction parties and not the Association.

Each purchaser of a unit purchased from any unit owner, whether from the Declarant or other third party, at the time of closing of the purchase shall pay into the general operating reserve fund an amount equal to two months' current regular assessments on the unit purchased.

Antennas

Outside antennas of any type are prohibited.

Satellite Dishes

Satellite Dish installation requires the submission of a Satellite Dish Application to the Management Company and approval in advance by the Board. Contact the Management Company prior to installing any dish. Guidelines governing the location and installation of these dishes are contained at the back of this handbook. Maximum size for a dish is 20 x 24". If a satellite dish is installed within the Limited Common Element, the total height (at the top of the dish) cannot exceed the bottom of the gutters on the closest roof line. **One satellite dish per unit is permitted.**

Screen/Storm Doors

Screen or storm doors may be added at the owner's expense using only the approved design and color. Specific information about screen or storm doors may be obtained from the Management Company.

Signage

No signage of any kind shall be displayed on the condominium property except one (1) professionally prepared sign advertising the unit for sale and may be placed in the windows of the unit.

Solicitation and Garage Sales

Solicitation is not authorized within the community.

Garage sales and tag sales are prohibited unless approved by the Board as a planned community wide event.

Speed Limit

The speed limit within the community is 15 MPH. Reckless operations, excessive speed, and parking or driving on the grass is prohibited and subject to enforcement assessments as stated within this handbook. For the safety and well being of residents and guests it is important that

everyone adhere to this limit. Those observed repeatedly exceeding this limit will be notified and have an enforcement assessment billed to them. It is important for owners to note that they are responsible for the actions of their guests, visitors, and invitees, and will be held accountable for them.

Swimming Pool & Workout Room

The pool and workout room are available for the exclusive use of the residents and their guests. ***Adult resident must accompany guests at all times. Persons from the age of 12 to 16 require adult supervision in the workout room. Due to the complexity of the equipment, persons under 12 are not permitted in the workout room (except passing thru to use the rest room).***

The pool and workout room rules are as follows:

1. All persons using the pool, pool facilities and workout room do so at their own risk and sole responsibility. There is no lifeguard.
2. A maximum of four (4) guests per household are permitted at one time in the pool & two (2) guests per household in the workout room, and the guests must be accompanied by an adult resident.
3. The following are prohibited in the pool and/or workout areas:
 - Animals or pets
 - Glass or breakable items
 - Running, diving, or disruptive behavior
 - Excessive noise or radios without headphones
 - Private pool parties
 - Rafts and inner tubes; noodles are permitted.
 - Electrical cords
5. Safety floats and vests are permitted
6. Swimming is permitted only in garments sold as swimwear. Appropriate diapers must be worn if not potty trained.
7. Lounge chairs or tables may **not** be reserved and must be repositioned in the order intended (orderly fashion), after use. Do not drag furniture over the concrete because it will damage them.
8. The pool will be open daily during swimming season from **8:00** am until **10:00** pm.
9. Dripping wet swimwear is not permitted in the clubhouse or workout room.
10. Eating is permitted in the veranda area only. No food is permitted in the workout room.
11. There shall be no smoking in inside the clubhouse, workout room or pool fence.

Swing Sets/Outdoor Toys/Grills

No swing sets or outdoor toys are to be permanently erected or stored outdoors on the property including porches, or common elements. ***Grills must be stored inside the garage or fenced in patio when not in use. Be sure to close tank valve before storing grill in garage or fenced in patio.***

Trash

No trash cans or bags are to be stored anywhere on the exterior of the condominium. **All containers are to be kept in the garage at all times except as noted below.** Trash containers may be set out after 5:00 pm the day before collection. All trash containers must be picked up and put away by 9:00 pm of collection day. Currently, the collection day is Thursday. Recycling is not available within the community. Unit Owners can make arrangements to recycle at offsite locations as needed.

Washing Machine Hoses

All owners shall be required to use only approved metal water hoses on any washing machine water supply lines used in any unit in the Community. Unit owners are required to replace existing rubber hoses and provide confirmation of such replacement to the Board of Directors as requested by the board. Hoses of any material other than approved metal hoses are not allowed. *(See Policy Resolution 2009-02, pg. 18)*

Windows and Window Coverings

All window coverings whether draperies, blinds (vertical or horizontal) or valances must be white, off white, or warm wood on the exterior side. Sheets, blankets or similar materials are not to be used as window coverings.

Window Boxes

Hanging flower boxes are permitted on patio fences but cannot be glued, screwed or nailed to the fence.

Winterization Policy – All Units for Winter Months

Water damage can occur not only to the inside of a unit, but to the inside of the adjacent units. In addition, the Association owns the structural portion of all units, which includes interior structural walls.

In the event any damage occurs due to an owner's failure to properly heat and/or winterize the unit, the owner will be liable for the cost to repair damages to the owner's unit and any other units that sustain damage. The owner will be assessed any costs the Association may incur as a result.

The winterization policy below is mandatory effective June 1, 2014. ***Unit owners must notify the Management Company if a unit is scheduled to be vacant during inclement weather and provide an emergency contact for access to the unit in the event of an emergency.*** The following mandatory requirements must be met by the Unit Owner for any long-term absences:

Mandatory Requirements

- **Set the thermostat to heat no lower than 60°F**
- Open kitchen and bathroom cabinets to allow warm air to circulate

- Turn off the water supply to individual appliances
- Turn off and drain outside hose bibs
- Set water heater temperature to the “vacation” setting

Recommended Precautions

Unit Owners may choose to turn off the water supply and complete the following:

- Drain all water lines by opening faucets and flushing toilets
- Turn off the water supply to all outside hose bibs then drain the lines and keep the outside faucets open
- Drain any appliance, such as a water heater, that may have residual water in it
- Add bio-friendly antifreeze solution which can be purchased at Home Depot, Lowes or Menards, to drain traps and toilets

Other General Information

Vehicles with loud mufflers are prohibited.

Loud car stereos are prohibited. "Loud" is defined as being able to be heard at a distance of greater than 50 feet. Residents will exercise care about making noise or playing music which may disturb other residents.

Yard signs in the common elements are prohibited, including political signs. Laundry poles or clothes lines are prohibited. Laundry may not be hung outside the unit.

Owners are expected to keep any part of their individual units that is visible from the outside in good repair including broken blinds/shades, torn screens, etc.

No illegal activity shall be carried on in any unit or in the common or limited common elements.

Residents are not permitted to distribute hand bills, letters, or notices of any kind in the community without permission of the Board of Directors.

Ad Hoc Committees

Occasionally, the Board may create ad hoc committees to address particular issues. The Board appoints committee members and sets the scope of responsibility and authority. Committees shall report back to the President of the Board and also allow the President or a Board member that is delegated by the President, to serve as Liaison between the committee and the Board.

Village at Walker Woods

Policy Resolution 2009-01: Policy Resolution relating to insurance deductible responsibility

Enacted: Date 03-19-09

Effective: 04-01-09

Whereas, the Board of Directors of Village at Walker Woods Condominium Association is empowered to determine proper coverage of and acceptable insurance needs for common and limited common areas and, if applicable, items visible from common areas of the association pursuant to the BYLAWS (Code of Regulations), Article IV, Section 12 - Powers, Board of Trustees-enforce the covenants, conditions and restrictions set forth in the DECLARATION, Article IX, Section 1, Maintenance and Repair; Association Responsibility, and Article XI, insurance; losses Bonds, Article XV-Assessment and Assessment Liens, and the Village at Walker Woods Rules and Regulations

Whereas, Article IX, Section 1 of the Declaration provides that *"Except to the extent, if any, that a loss is covered by insurance maintained by the association, the association shall not have responsibility to repair or maintain any unit, or component thereof or personal property within a unit."*

Whereas, the Board of Directors desire that the beneficiaries of the Village at Walker Woods condominium Association insurance proceeds should be responsible for paying the deductible of such policy in an amount directly proportionate to the benefit they receive from the claim proceeds regardless of the origin of the claim.

Whereas, it is the intent that this policy will be applicable to reimburse the Village at Walker Woods Condominium Association upon demand of same. This resolution is enforced and enacted until rescinded, modified, or amended by the majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted by the Board of Directors regarding the payment of insurance deductible upon demand.

"The deductible associated with the Association's property coverage shall be borne, in any specific claim, by the beneficiaries of that claim, in direct proportion to the amount to which each benefits from that proceeds of that claim. To the degree that the proceeds are used to repair or replace elements of the Common Elements, the Association shall be deemed the beneficiary. To the degree that proceeds are used to repair elements of any Unit or Units, that unit owner, or owners, shall be deemed to be the beneficiary."

A signed copy of this resolution is at the Management Company.

Village at Walker Woods Condominium Association

Policy resolution 2009-02: Policy resolution relating to washing machine hoses

Enacted: September 15, 2009

Effective:

Whereas, the Board of Directors of Village at Walker Woods Condominium Association is empowered to make reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the unit owners, as a whole, and to protect and preserve the nature of the Condominium and the Condominium property pursuant to the BYLAWS (Code of Regulations), Article IV, Section 12 — Powers, Board of Trustees-enforce the covenants, conditions and restrictions set forth in the DECLARATION, Article IX, Sections 1 & 2, Maintenance and Repair; Association and Individual Responsibility, and Article XI, Insurance; Losses Bonds, Article XV-Assessment and Assessment Liens, and the Village at Walker Woods Rules and Regulations

Whereas, Article X, Section 2 of the Declaration provides that *"Unit owners shall repair and maintain the units or units, and all components thereof owned by that unit owner"*.

Whereas, the Board of Directors desire that the unit owners shall replace any rubber washing machine hoses or those of any other material with approved metal hoses to reduce the potential of breakage and potential insurance losses.

Whereas, it is the intent that this policy will be applicable to reimburse the Village at Walker Woods Condominium Association upon demand of same. This resolution is enforced and enacted until rescinded, modified, or amended by the majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT the following policy shall be adopted by the Board of Directors regarding washing machine hoses:

"All owners shall be required to use only approved metal washer hoses on any washing machine water supply lines used in any unit in the Condominium. Unit owners are required to replace existing rubber hoses and provide confirmation of such replacement to the Board of Directors as requested by the Board. Hoses of any material other than approved metal hoses are not allowed."

Signed copy of this resolution is at the Management Company.



Doc ID: 013011210004 Type: OFF
Kind: DECLAR AMEN
Recorded: 08/08/2019 at 04:01:06 PM
Fee Amt: \$48.00 Page 1 of 4
Workflow# 0000188040-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2019-00021185

BK 1655 PG 912-915

WILLIAMS & STROHM
TWO MIRANOVA PLACE STE 380
COLUMBUS, OH 43215

**AMENDMENT TO THE DECLARATION
AND BYLAWS FOR THE VILLAGE AT WALKER WOODS CONDOMINIUMS**

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration and Bylaws for The Village at Walker Woods Condominiums has been filed with the Auditor of Delaware County, Ohio, this 9 day of August, 2019.

AUDITOR OF DELAWARE COUNTY, OHIO

George Haitsa-cm
By:

This Instrument prepared by Robin L. Strohm, Esq., Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Ste. 380, Columbus, Ohio 43215-7047.

**AMENDMENT TO THE DECLARATION AND BYLAWS FOR THE VILLAGE AT
WALKER WOODS CONDOMINIUMS**

This Amendment to the Declaration and Bylaws for The Village at Walker Woods Condominiums is made this 6 day of August, 2019.

RECITALS

A. The Village at Walker Woods Condominiums is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium and Bylaws recorded on January 25, 2000, in Volume 0018, Page 1289, et seq., Delaware County, Ohio Recorder's Office.

B. Pursuant to Article XIX of the Declaration of January 25, 2000, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Article XIX of the Declaration and that 75% of all unit owners have consented to the following amendment. There are no eligible holders of first mortgage liens.

C. NOW THEREFORE, Article III, Section 2, (g), Renting and Leasing is amended and replaced in its entirety to read as follows:

No unit shall be used for any purpose other than a dwelling place for a single family and for purposes necessarily incidental thereto. Notwithstanding any other provision of this Declaration or Bylaws, and only as excepted as set forth herein, each unit shall be occupied by the owner of that unit, and no leasehold interest, unrecorded land contract interest or recorded land contract which does not meet the requirements of Ohio Revised Code, or general tenancies in others may exist in the Condominiums. This provision shall become effective on the day when an amendment containing this provision is filed with the Recorder of Delaware County, Ohio; provided that such amendment shall not effect the existing term of any lease then in effect nor any unit then under lease at the time of recording. If any unit under lease at the time of recording ceases to be occupied by a tenant or tenants for any period in excess of ninety (90) days or is sold, transferred, or conveyed in any manner, then that unit shall lose its status as a rental unit and be subject to the within prohibitions and conditions. The Association shall have the power to promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions for unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Condominiums as primarily a housing community for owner-occupants. Notwithstanding the prior provision, each unit owner owning a unit at the time this amendment is recorded with the Delaware County, Ohio Recorder, shall have the right to a one time only hardship exception to the leasing restriction for no longer than one year, upon written board approval to do so.

This provision shall not restrict the right of an institutional first mortgagee, insurer, or guarantor which takes title to a unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the Unit so acquired.

Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire unit and shall not extend longer than one (1) year, unless the lease term is a month to month extension of an existing one year lease. A copy of the lease must be provided to the board. No unit or part thereof shall be rented or used for transient or hotel purposes. The term "transient" shall be defined as rental for any period less than thirty (30) consecutive days. The term "hotel purposes" shall be defined as (i) rental under which occupants are provided customary hotel services such as room service for food or beverages, maid or cleaning services, the furnishing of laundry, linens or toiletries and accessories, busboy service, and any other similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration, Bylaws, and Rules and Regulations of the condominiums shall be a default under the lease. Prior to the commencement of the term of a lease the unit owner shall notify the Board, in writing, the name or names of the occupants of the unit and the time during which the lease term shall be in effect. Within thirty (30) days from the date the occupants/tenants take possession of the unit, the unit owner shall provide the board with the home and business mailing addresses of the occupants, the home and business or mobile telephone numbers of the tenants, and if the unit is managed by a third party, the name, address, and telephone number of the managing agent for the unit.

If any unit owner or tenant fails to abide by these rules for rental units or the rules of the condominium and this Declaration and By-laws, in addition to any other enforcement powers under Ohio law which the Board may possess, the Board may commence an action for eviction in any Court of competent jurisdiction, in the name of the unit owner and as owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the unit owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending unit and made a lien against the offending unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth.

D. This Amendment shall not be deemed to have changed any fundamental purposes to which any Unit or the Common Elements are restricted.

E. All other provisions of the Declaration of January 25, 2000, and all prior amendments not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

F. The effective date of this Amendment shall be the date of recording with the Delaware County Recorder.

IN WITNESS WHEREOF, the President and Secretary of The Village at Walker Woods Condominiums Association have hereunto set their hands this 6th day of August, 2019.

Victoria M. Jordan
President

Victoria M. Jordan
Printed

Catherine L. Farrell
Secretary

Catherine L. Farrell
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF DELAWARE ss:

Before me, a Notary Public, personally appeared the above-named VICTORIA JORDAN and CATHERINE FARRELL, President and Secretary of The Village at Walker Woods Condominiums Association respectively, and swore the signing hereof to be of their own free and voluntary act and that the same is true this 6th day of August, 2019.

[Signature]
NOTARY PUBLIC



VWW MAINTENANCE RESPONSIBILITY CHART

A = Association

O = Owner

DESCRIPTION	MAINTENANCE	REPAIRS	REPLACEMENT
Light Fixtures			
Garage light fixture	O	O	O
Porch & patio light fixtures	O	O	O
Interior light fixtures	O	O	O
Other Electrical			
Transformer to meter box	A	A	A
Meter box to breaker box	O	O	O
Circuit box	O	O	O
Circuit box wiring to outlets etc.	O	O	O
Plugs, switches, fixtures, etc.	O	O	O
Exterior plugs	O	O	O
Circuit breakers	O	O	O
Attic and whole house fans	O	O	O
Doorbell and wiring	O	O	O
Alarm systems	O	O	O
New extension telephone wiring and jacks	O	O	O
Internal telephone wiring and jacks	O	O	O
Garage Doors			
All mechanical parts	O	O	O
Electrical openers	O	O	O
Replacement	O	O	O
*Painting (see Resident Handbook, page 8)			
Entrance doors			
Glass, locks, weather-stripping	O	O	O
Replacement	O	O	O
Handles, knobs, locks	O	O	O
Exterior painting of doors	O	O	O
Storm/screen doors	O	O	O
Windows & Sliding Doors			
Glass breakage, leaks, mullions, other	O	O	O
Mechanisms (locks, balances, etc.)	O	O	O
Exterior trim	A	A	A
Interior casings & frames	O	O	O
Weather stripping & screens	O	O	O
Handles, knobs, locks	O	O	O

DESCRIPTION	MAINTENANCE	REPAIRS	REPLACEMENT
Kitchen Items			
Disposals (switches, wiring, plumbing)	O	O	O
Kitchen cabinets	O	O	O
Kitchen plumbing including faucets	O	O	O
Hood & vent fan	O	O	O
Dryer vents (roof vents)	O	O	O
Walls, Ceilings & Floors			
Interior surfaces & partition walls	O	O	O
Structural support and exterior walls	A	A	A
Ceiling structure	A	A	A
Ceiling painting/covering/drywall	O	O	O
Floor structure	A	A	A
Floor coverings	O	O	O
Furnace, Air Conditioning & Chimneys			
Furnace (including outdoor vents)	O	O	O
Humidifiers, filters, air cleaners	O	O	O
Heat ducts, registers	O	O	O
Air conditioning coil & outside unit	O	O	O
Fireplace(s):			
Interior flue(s), screens & exterior vents	O	O	O
Exterior surface brick, siding, etc.	A	A	A
Chimney cap (stainless steel)	A	A	A
Plumbing & Gas Lines			
Sanitary & storm sewer up to unit	A	A	A
Interior sanitary drains	O	O	O
Main supply water line to unit	A	A	A
Main water supply line shutoff valve	A	A	A
Other water lines in walls & ceilings	O	O	O
Exterior water spigots	O	O	O
Faucets, valves, toilets, other fixtures	O	O	O
Main gas supply to in line shutoff	A	A	A
Gas lines (dryer, H/W, stove, etc.)	O	O	O
Patios			
**Open patios (see Resident Handbook, page 11)	A	A	A
***Enclosed patios (see Resident Handbook, page 11)	O	O	O
Miscellaneous			
Gutters	A	A	A
Roof vents (excluding drier vents)	A	A	A
Cable television wiring	O	O	O
Attic insulation	O	O	O
Entrance porch	A	A	A
Garage floor (concrete)	O	O	O



The Village at Walker Woods

APPLICATION FOR ALTERATION/MODIFICATION

Your Alteration/Modification application must be submitted and APPROVED before you begin your project. Please check your Community Governing Documents for specifics pertaining to your community and note that any alterations/modifications must be approved by your Association Board of Directors.

We cannot approve any application submitted without adequate information, and it will be returned for additional information without review and approval. Please complete the following information and submit this form **with 2 copies of plans, drawings, and/or literature** to:

Condominium Administrators
845 Lookout Point Drive
Columbus, Ohio 43235

COMMUNITY NAME Village at Walker Woods Condominium Association

NAME _____ **DAYTIME PHONE** _____

ADDRESS _____

DESCRIPTION OF ALTERATION/MODIFICATION (S) REQUESTED:

Estimated completion date for project(s): _____

(must be completed within 30 days of approval)

Your application for Alteration/Modification ___ **has** ___ **has not** been approved as submitted.

Signature of Association President/Agent

Date _____

Additional comments/notes: _____

**VILLAGE AT WALKER WOODS
SATELLITE DISH APPLICATION**

Following are the requirements for installing a satellite dish in the Village at Walker Woods. Please complete this form and return it with an Application for Alteration/Modification Form.

1. Dish cannot be larger than 20" X 24".
2. Dish must be mounted to the inside of the privacy fence of the Limited Common Area.
3. Unit owner is responsible for any leakage and/or damage and must repair any damage to match existing.
4. Dish must be installed by a professional, licensed, bonded, and insured installer (not unit owner).
5. Coaxial wiring must enter the unit along the eaves of the building and then travel the inside walls of the unit to the point of connection.
6. It is preferred that the dish be black or gray.

Below please provide the name, address and phone number of the **contractor** doing the work.

Below please provide the name, address and phone number of the **unit owner**.

I agree to the above conditions for installing a satellite dish.

Signature of Unit Owner

Date _____

**VILLAGE AT WALKER WOODS
COMPLAINT REGISTRATION FORM**

Party being complained about:

Name _____ Address _____

Date and time problem occurred _____

Indicate the page number, section, and paragraph number (if applicable) of the violation in the Resident Handbook (revised January 2024): _____

NOTE: If the above information is not included, the Board will not give consideration to the Complaint.

Please describe the nature of the violation:

Additional comments (Please include any additional information that will assist us in the enforcement of the above violation):

Unit Owner filing the Complaint. Please be advised that while all complaints are kept confidential, the party being complained about has a right to face the accuser in a court of law. At that time, the confidentiality of this form is null and void.

Name _____ Address _____

Phone number _____

Signature of Complainant

Date _____

Please submit completed form to:

The Village at Walker Woods Home Owners Association
2945 Laurel Wind Blvd.
Lewis Center, OH 43035

**VILLAGE AT WALKER WOODS
CLUBHOUSE RENTAL AGREEMENT**

GENERAL: The Association takes pride in providing its residents with a beautiful Clubhouse in which to relax and enjoy activities with their neighbors, families and friends. These Rules and Regulations are established to permit any owner of the Village at Walker Woods to enjoy the various activities without infringement upon the privileges of other owners and their guests.

The Clubhouse is available to any Unit Owner in *good standing** for private parties on a reserved basis as determined by the Board of Directors. The usage fee is \$40.00. Special, individual unit assessments will be levied by the Board of Directors if any areas are found left in an unsatisfactory condition and/or if rules have been violated.

All reservations will be made through Bobbie Baumann. All decisions and interpretations of the Village at Walker Woods Clubhouse regulations and procedures will be final unless changed by the Board of Directors.

RESERVATIONS: A Clubhouse calendar is established and maintained by Bobbie Baumann. Association functions hold priority over all other functions and shall be entered in the reservation book as soon as the need is determined. To make a reservation, contact Bobbie Baumann at (614) 832-3778 to determine availability of the date. The reservation is not confirmed until the deposit, reservation form, and a photo identification are submitted to Mr. Baumann.

No reservations will be accepted for anyone under age 21. Owners 21 years of age or older may book reservations and are required to be present during the entire event.

No unit owner may make advanced reservations for use of the Clubhouse on a weekend (Friday, Saturday, Sunday) more than three (3) times during a calendar year unless authorized by the Board of Directors. There is no limit to the number of times a resident may make advanced reservations for use on weekdays (Monday through Thursday). The unit owner must arrange with Dan Baumann to obtain a key code for the clubhouse door

1. The Reserving Unit Owner **must** attend their function from beginning to end.
2. The pool, pool area and fitness room may not be used by residents in conjunction with the Clubhouse rental.
3. No loud, boisterous noise, profanity, shouting, argumentative, or offensive behavior will be permitted.
4. Bathing suits and swimming attire are not permitted in the Clubhouse at any time. Muddy or otherwise soiled shoes are also not permitted in the Clubhouse.
5. No pets or animals of any kind are permitted in the Clubhouse unless required by law.
6. In consideration of owners living near the Clubhouse, all functions must end by 1:00am.
7. The Clubhouse may be used by a maximum of fifty (50) persons at one time per the Fire Marshall.
8. The Clubhouse shall not be used for business meetings or any other commercial use (except for Association meetings) unless approved in advance by the Board of Directors.

Vehicles of guests or invitees are to be parked in designated spaces ONLY and NOT on the streets or other residents' driveways. Overflow parking is available at Walker Wood Park.

CLEANUP: The Clubhouse shall be completely cleaned by the unit owner and ready for use by 9:00am of the day following the start of the reservation. Cleaning fees will be charged if the building is not in the same condition as provided to the renter. Renters are expected to bag all trash and place it in the kitchen. There are trash bags in the cabinet under the sink.

Additional tables and chairs are available for use by Clubhouse renters. Furniture shall be returned to its original arrangement after each use. Hand sanitizer and disinfectant wipes are also available in the cabinet under the sink. Any costs incurred for the cleaning or repair of damage as a result of the use of the Clubhouse will be assessed to the owner that reserved the Clubhouse for that period. **This charge will be \$150.00 minimum or actual costs, whichever is greater.**

INDEMNIFICATION: The unit owner reserving the Clubhouse shall indemnify the Association, its Directors, Owners and Agents from any claim for damages or loss arising from the use of the facility and for any loss or damage arising from the acts of any guests or invitees.

OWNER _____
UNIT ADDRESS _____
HOME PHONE _____ WORK/CELL PHONE _____
DATE REQUESTED FOR RESERVATION _____
TIME REQUESTED FOR USE FROM _____ TO _____

NUMBER OF PERSONS EXPECTED _____

DATE USE FEE PAID _____

I agree to all terms listed in this agreement. I take full responsibility for any and all of my guests and will be personally liable for any actions they take. I agree to comply with the Ohio laws regarding drinking age. I agree to hold the Association harmless from all losses, liability, damages, and expenses (including attorney fees) resulting from injury or damage in any way associated with the use of this facility.

Signature _____

Date _____

* *Good standing* means that the owner's Association account is paid in full and up to date.

** The Clubhouse doors will not be opened prior to 8:00am.

Adopted by the Board of Directors of the Village at Walker Woods on 1/21/2003

Revised 8/1/2010, 2/18/2018, 5/16/2021, 1/9/2024, 11/11/2025