



# **Resident's Manual**

*Incorporating the Rules of the  
Pickawillany Condominium Unit Owners  
Association*

Revision No. 7

**2017**

---

## **Pickawillany Resident's Manual**

*Originally compiled in 1984 By Bob Borel*

*1st Revision and Expansion in 1988 By Bob Borel and George Webb*

*2<sup>nd</sup> Revision in 1991 By George Webb*

*3<sup>rd</sup> Revision in 1995 By 1994-1995 Board of Directors*

*4<sup>th</sup> Revision in 2003 By 2002-2003 Board of Directors*

*5<sup>th</sup> Revision in 2007 By 2007-2008 Board of Directors*

*6<sup>th</sup> Revision in 2012 By 2011-2012 Board of Directors*

*7<sup>th</sup> Revision in 2017 By the 2016-2017 Board of Directors*

---

## ***Authority***

*Pursuant to the Bylaws of the Pickawillany Condominium Unit Owners Association, Article IV, Section 4, entitled Rules and Regulations, the Association, by vote of the members entitled to exercise a majority of the voting power of the Association or of its Board of Directors, may adopt such reasonable rules and from time to time amending the same as the members of the Board of Directors deem advisable for the maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety and general welfare of the Unit Owners and occupants.*

*Written notice of such rules shall be given to all Unit Owners and occupants and the Condominium Property shall always be maintained subject to such rules. In the event such rules should conflict with any provisions of the Declaration or of the Bylaws, the provisions of the Declaration and of the Bylaws shall govern.*

*The Pickawillany Condominium Unit Owners Association, Board of Directors does hereby move, LET IT BE RESOLVED, that the 2017 edition of the Residents Manual, incorporating the resolutions of the Board of Directors, does hereby constitute the rules of the Pickawillany Condominium Unit Owners Association, and shall be used for any and all purposes of business hereto, and by this authority, supersede and replace any and all previous revisions.*

*Motion seconded, passed and hereby recorded by the Secretary of the Association in the minutes dated the 2<sup>nd</sup> day of May, 2017.*

---

## *Table of Contents*

<u>Message from the Board of Directors</u>	<u>1</u>
<u>Glossary of Terms</u>	<u>2</u>
<u>Purpose</u>	<u>3</u>
<u>Condominium Documents</u>	<u>3</u>
<u>Property Manager</u>	<u>4</u>
<u>Operations</u>	<u>4</u>
<u>The Board of Directors</u>	<u>4</u>
<u>Meetings</u>	<u>5</u>
<u>Association Meetings</u>	<u>5</u>
<u>Executive Sessions</u>	<u>5</u>
<u>Annual Meeting</u>	<u>5</u>
<u>Special Meetings</u>	<u>5</u>
<u>Committees</u>	<u>5</u>
<u>Rules and Regulations</u>	<u>5</u>
<u>Purpose and Modification</u>	<u>5</u>
<u>Rules &amp; Regulations Enforcement</u>	<u>5</u>
<u>Financial Matters</u>	<u>6</u>
<u>Association Fees</u>	<u>6</u>
<u>Delinquencies</u>	<u>7</u>
<u>Insurance</u>	<u>7</u>
<u>Association Insurance</u>	<u>7</u>
<u>Association Insurance Coverage Overview</u>	<u>7</u>
<u>Unit Owner's Insurance Coverage</u>	<u>7</u>
<u>Utilities</u>	<u>8</u>
<u>Common Elements</u>	<u>8</u>
<u>Limited Common Elements</u>	<u>9</u>
<u>Limited Common Elements, Modifications</u>	<u>10</u>
<u>Insects and Rodents</u>	<u>11</u>
<u>Flag Policy</u>	<u>12</u>
<u>Interior Improvements</u>	<u>12</u>
<u>Fire Alarms</u>	<u>12</u>
<u>Lock Boxes</u>	<u>13</u>
<u>Grounds and Landscape</u>	<u>13</u>
<u>Garages</u>	<u>14</u>
<u>Parking</u>	<u>14</u>

---

## *Table of Contents*

<u>Pet Guidelines</u>	<u>15</u>
<u>Club House</u>	<u>15</u>
<u>Pool</u>	<u>15</u>
<u>Common Elements Lighting</u>	<u>16</u>
<u>Refuse, Recycling, Yard Waste and Bulk Pick Up</u>	<u>16</u>
<u>Neighbor Disputes</u>	<u>17</u>
<u>Golf Course at Little Turtle</u>	<u>17</u>
<u>Signs</u>	<u>18</u>
<u>Personal Items</u>	<u>18</u>
<u>Legal Fees</u>	<u>18</u>
<u>Management, Repairs, Alterations, Improvements</u>	<u>19</u>
<u>Routine Building Maintenance</u>	<u>19</u>
<u>Responsibility of Association</u>	<u>19</u>
<u>Responsibility of Unit Owner</u>	<u>20</u>
<u>Checklist of Maintenance Responsibilities</u>	<u>22-24</u>
<u>Leasing Your Unit</u>	<u>25</u>
<u>Selling Your Unit</u>	<u>25</u>
<u>General Guidelines for Decks and Balconies</u>	<u>26</u>
<u>Satellite Dish Installation</u>	<u>27</u>
<u>Notice to Install Satellite Dish</u>	<u>28</u>
<u>Window and Sliding Glass Door Replacement</u>	<u>29</u>
<u>Front Door Colors and Replacement</u>	<u>30</u>
<u>Request to Modify Limited Common Elements</u>	<u>31</u>
<u>Request to Modify Limited Common Elements - Neighbors' Approval</u>	<u>32</u>
<u>Grounds Improvement Application</u>	<u>33</u>
<u>Club House Rental Agreement</u>	<u>34</u>
<u>Club House Cleaning Checklist</u>	<u>35</u>
<u>Unit Rental Policy</u>	<u>36-38</u>

---

## *A Message from the Board of Directors*

### *Greetings Homeowners:*

On behalf of the Board of Directors of the Pickawillany Condominium Unit Owners Association (PCUOA) at Little Turtle, The Case Bowen Company and the Unit Owners of the PCUOA , we would like to take the opportunity to welcome you to the community.

It is our hope that you take the opportunity to participate completely in the affairs of your community and become familiar with the amenities that Pickawillany has to offer. To preserve the integrity, uniformity and beauty of our community we have set forth a set of rules and regulations designed with the intent to maintain not only the property, but the peaceful co-existence of all who share in the community and its inherent closeness in proximity. It is important that all Unit Owners comply with the rules and regulations that are outlined in this manual and in the Community Declaration and By-Laws.

We look forward to having you as a part of this community and to receiving your questions or suggestions regarding how we, as a community and as a Board, can better serve each and every Unit Owner. Ideas are always welcome. Your opinion is important and will be respected.

Welcome Home!

## Glossary of Terms

**Annual Meetings:** Regular annual meetings of the Unit Owners customarily held in May of every year for the election of Association Board of Directors, information and review of condominium association overall direction.

**Architectural Review Committee (ARC):** A committee formed by the Board of Directors to review Limited Common Elements modification submissions by the Unit Owners. The ARC reports directly to the Board of Directors and offers recommendations to accept or reject submissions by Unit Owners for modifications to Limited Common Elements and perform any projects assigned by the Board.

**Assessment, Fees, Association fees:** That portion of the common expenses which is to be paid by each unit owner.

- (1) *Further Assessment.* Assessment levied to offset any shortage in operating funds.
- (2) *Special Assessment.* Assessment levied to finance unit owner-approved capital improvements.

**Association, Pickawillany Condominium Unit Owners Association (PCUOA):** A not-for-profit Ohio Corporation, being the entity charged with the responsibility of operating the Condominium Property and defined as a Unit Owners' Association pursuant to 5311.01(j), Revised Code of Ohio.

**Board of Directors (The Board):** Individual Unit Owners *or their spouses* elected by the members of the Association to manage or oversee the management of the daily operations of the Association.

**Bylaws:** Bylaws of the condominium association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serves as the code of regulations of the Condominium Association under and pursuant to the provisions of Chapter 1702.

**Common Elements:** All Condominium Property, except that portion described in the Condominium Declaration as constituting a unit or units, and is that portion Condominium Property constituting "Common Elements" of the Condominium under the Condominium Act.

**Common Expenses:** Those expenses designated as common expenses in the Condominium Act, the Amended Declaration of Condominium Ownership and/or any of the condominium documents, and which include, without limitation, the following:

- (1) maintenance, management, operation, repair and replacement of the Common Elements and those parts of the units that are the responsibility of the Association to maintain, repair, and replace;
- (2) management and administration of the Association, including and without intending to limit the compensation by the Association to a managing agents, accountants, attorneys, and other employees; and,
- (3) all sums lawfully assessed against the Unit Owners by the Association and such other expenses determined from time to time to be common expenses by the Association.

**Condominium Act:** The statutory law of the State of Ohio regulating the creation and operation of condominiums and is Chapter 5311 of the Ohio Revised Code.

**Condominium Association:** The corporation, not-for-profit created by the filing of the Articles and is also one and the same as the Association created for the condominium under the Condominium Act.

**Condominium Declaration:** The instrument by which the Condominium Property is hereby submitted to the Condominium Act. Copies may be obtained from the Property Manager.

**Condominium Property:** The tract of land hereinafter described as being submitted to the Condominium Act, all buildings structures and improvements situation thereon, and all easements, rights and appurtenances belonging thereto.

**Limited Common Elements:** Those parts of the Common Elements reserved for the use of a certain Unit Owner to the exclusion of all other Unit Owners.

**Occupant:** Person(s) lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

**Ownership Interest:** Fee-simple title interest in a unit and the undivided percentage interest in the common areas and facilities pertaining thereto.

**Unit and Units:** Those parts of the Condominium Property that are the subject of individual ownership.

**Unit Owner:** Any person or persons owning the fee-simple estate in a unit and an undivided percentage interest in the Common Elements.

## ***Purpose***

The Resident's Manual is a reference guide and is prepared by the, and reviewed and approved by the PCUOA Board of the Condominium Association to serve as a quick source of general information about the community, the rules and regulations by which the Unit Owners shall live, and it's governing Association. This is not a substitute for the Condominium Documents: Bylaws, Declaration and Articles of Incorporation. In the event of a conflict between this manual and the Condominium Documents, the Condominium Documents are the controlling documents.

Questions about the Association and its activities should be directed to the Association's Property Manager, The Case Bowen Company.

## ***Condominium Documents***

The Pickawillany Condominium Unit Owners Association is incorporated as "not-for-profit" under the Ohio Nonprofit Corporation Law.

The primary purposes for which this corporation was formed are

- (1) to function as a Unit Owner's Association for Condominium Property as required by 5311.08, revised code of Ohio, and in connection therewith, to develop, maintain, improve, repair, alter, operate, administer, service, and generally manage the Condominium Property, and
- (2) to enforce all covenants, restrictions, reservations, servitude, profits, licenses, conditions, agreements, easements, and liens to which the property is or may become subject and which the Association has the right to enforce.

The instruments by and through which the Association fulfills its Articles of Incorporation are the Amended Declaration of Condominium Ownership, the Amended Bylaws of the Association, both of which are filed and recorded with the Franklin County Recorder, and the rules of the Association as stated in this Resident's Manual.

All of these documents are published and available to Unit Owners, and by acquisition of an Ownership Interest in a unit, each member of the Association is in effect contractually bound by the covenants and provisions of these documents.



## ***The Property Manager***

The Property Management Company retained by this Board is:

The Case Bowen Company  
Commercial Real Estate Services  
6255 Corporate Center Drive Dublin, Ohio 43016  
(614) 799-9800  
Fax: (614) 799-8338  
<http://www.casebowen.com>

The Property Manager provides several services to the Association, which include receiving and recording Unit Owners' maintenance requests in a daily maintenance log, handling accounts receivable and payable, preparing a monthly operating statement, reviewing delinquent accounts, the annual preparation of Association's fee coupon slips, on-site review of Unit Owners' maintenance and repair requests, and monthly accounting of Association's operations. They provide the necessary link between the various legal and professional services required in the daily operation of the Association.

It is the responsibility of the Board to review and promulgate Association policy, according to the Association's Amended Declaration of Condominium and Amended Bylaws, and to instruct the Property Manager as it administers Association policy through its contact with Unit Owners and service providers.

It is important to remember that Property Manager's personnel are not employees of the Association. The Board authorizes the Property Manager (with periodic Board review) to interpret, enforce, and perform all the dictates and requirements of the Association's Amended Declaration of Condominium, the Amended Bylaws, and the rules and regulations of the Association.

## ***Operations***

The daily operations of the Association are immense. Many service providers are required to perform grounds care, maintenance, and repairs. The Property Manager is responsible for directing the service providers.

The Association does employ maintenance personnel and contracts with outside vendors through the Property Manager. Therefore, Unit Owners are discouraged from engaging in policy dialog regarding maintenance, repair, or grounds care with any of the service providers. All matters of Association business should be directed to the Property Manager.

The Board is made up of elected Unit Owners whose task is to plan for the fiscal integrity of the Association. This planning involves the short term, or immediate needs of Unit Owners (maintenance and repairs), as well as long term needs such as road and roof repairs, capital improvements, and building rehabilitation.

## ***The Board of Directors***

A condominium is a complex comprised of units established under Section 5311, Ohio Revised Code, and organized around a common plan to governance as set forth in the Declaration and Bylaws as amended. By

Ohio Law and the Pickawillany Condominium Unit Owners Association Bylaws, the Board of Directors (the Board) is responsible for the operation and management of the Common Elements of the community and the Association affairs. The Board has ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help maintain the property.

## **Meetings**

**Association Meetings:** The Board of Directors usually meet on the fourth Wednesday each month to review the Association's finances and operations. All Unit Owners are invited and encouraged to attend these meetings. The number of Unit Owners permitted to speak on specific topics will be determined by the Board. Unit Owners who are not able to speak on a topic can submit their comments and suggestions in writing to the Property Manager to present to the Board.

**Executive Session:** As required for confidentiality, the Board will hold an executive session before or after each monthly meeting to discuss delinquencies and other confidential matters.

**Annual Meetings:** The Amended bylaws require that an annual meeting of Unit Owners be held in May of each year to elect Board of Directors. Other special meetings can be called but the annual meeting is usually the single most important meeting of members. Notice is given to all owners in advance of all annual and special meetings. If a Unit Owner is unable to attend the annual meeting, they may cast a vote by proxy. Proxy statements are prepared by the Property Manager and mailed to each Unit Owner prior to the annual meeting. Notice is given to all owners before the annual and special meetings.

**Special Meetings:** Special meetings of the Association may be called as warranted.

## **Committees**

Committees may be formed by the Board to assist in the management of community activities and affairs as well as to facilitate community participation. The committees members are volunteer Unit Owners with one committee member being designated as committee chairperson. Neither the chairperson nor committee members have decision making authority for the Association; they are strictly formed to assist.

## **Rules and Regulations**

**Purpose and Modification:** The purpose of the rules and regulations is to establish a system to maintain the look and feel of the community, control operating and maintenance costs, and provide for a harmonious living environment for all Unit Owners. The Board may amend the Resident's Manual from time to time, as conditions change, without prior notification to the Unit Owners that have closed or are under contract to close. Such change will prompt a revision page, or pages, to this Resident's Manual that will be available to Unit Owners on the community website, [www.littleturtle.org](http://www.littleturtle.org)

**Rules and Regulations Enforcement:** It is the responsibility of the Board and the Property Manager to establish and enforce the rules and regulations. The Board may amend the rules and regulations, as conditions change, without prior notification to current Unit Owners and any persona who is in the process of purchasing a unit. Amendments will result in revisions to this manual and will be available to Unit Owners on the community website: [www.littleturtle.org](http://www.littleturtle.org).

Unit Owners are encouraged to try to resolve issues with other Unit Owners informally. If this is not feasible, any Unit Owner may file a complaint citing a violation of the rules and regulations as stated in the Declaration, Bylaws and this manual. A written complaint should be filed with the Property Manager. The complaint will be presented to the Board, investigated and processed for further action. To the extent permitted by law and/or rules and regulations, Unit Owner's privacy will be protected.

The first violation of a rule may be cited and a warning letter may be sent to the Unit Owner. Any Unit Owner receiving a violation letter has the option of complying with the rules and regulations of the community or submitting a letter to the Property Manager disputing the legitimacy of the complaint. Any Unit Owner wishing to dispute a cited violation is entitled to a hearing with the Board, if prior reconciliation is not successful. If the Board determines that the complaint is illegitimate or outside the governance of the Association, the Board will consider the Issue "closed." If the Board determines that the complaint is legitimate, the Unit Owner will be advised to comply within a stated time period. If the Unit Owner does not comply within the allotted time period, the Board may engage someone to perform the work necessary and bill the Unit Owner for the cost including any administration or enforcement charge.

The Property Manager will perform periodic compliance audits. Non-compliance of any violation will be documented.

In addition to other remedies stated in the rules and regulation, a \$50 enforcement charge is assessed to the Unit Owner for non-compliance. If non-compliance continues or any subsequent violations of the same rule occurs, additional \$50 enforcement charges are assessed to the Unit Owner. Pool rule violations are subject to a maximum enforcement charge of \$50 and/or suspension of all pool privileges for the swimming season.

## ***Financial Matters***

**Association Fees:** Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay fees to the Association to cover normal condominium fees, special assessments for capital improvements, and special individual Unit assessments as deemed necessary by the Board.

Each year, on or before December 1<sup>st</sup>, the Association prepares an estimated budget necessary to pay all common expenses for the ensuing calendar year together with a reasonable amount considered to be necessary for a reserve for replacements and contingencies. The estimated total common expenses are then assessed to Unit Owners in proportion to their percentage of ownership. On or about December 15<sup>th</sup> of each year, the Unit Owners receive a copy of the Board approved budget and are advised of their assessment which is payable in 12 equal monthly installments.

Further Assessments and Special Assessments are apportioned using the same formula as is used for common expenses. Further Assessments are those assessments levied to offset any shortage in operating funds, and Special Assessments are used to finance unit owner-approved capital improvements.

Assessments are due the first day of each month and are considered late if not received by the end of the grace period which falls on the 15<sup>th</sup> day of each month if accounts are not paid in full. To simplify payment, the Property Manager provides pre-addressed labels with payment coupons. The Automatic Payment Deduction (ACH) is available, and everyone is encouraged to use the ACH to streamline the accounting process. The Property Manager will provide you with the form required.

**Delinquencies:** After the 15<sup>th</sup> of each month, a late charge is assessed and will continue to be charged until the account is fully paid up and current. Any Unit Owner submitting plans for improvements that are delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full.

The Board shall have the right, power and authority to suspend the voting rights and pool privileges of a Unit Owner during any period in which they are in default in paying condominium fees, charges or any assessment levied by the Association. The Unit Owner's Association privileges will be suspended until the account becomes current.

A late notice will be sent to all Unit Owners who have an outstanding balance of one month's assessment and have not paid within the grace period.

An outstanding balance on a Unit Owner's account which is delinquent 60 days or more will result in the Association filing a lien against the Unit. The lien will include all past due amounts and any subsequent charges that are owed to the Association including monthly assessments, water and sewer charges, electric charges, late fees, interest, attorney and paralegal fees, and court costs for a collection/foreclosure action. After filing the lien, the Association will have the option of pursuing a foreclosure or collection action as the Board determines in its sole discretion. The delinquent Unit Owner will be responsible for all costs related to collection of past due amounts including all attorney fees.

Repeat or continued delinquencies may result in foreclosure action by the Association against the delinquent Unit Owner. The Ohio Revised Code states that Unit Owner must pay their Association fees at all times and cannot "escrow" their payments because of any dispute with the Association.

## **Insurance**

**Association Insurance:** The Association will maintain the appropriate levels of insurance according to Ohio State law and the condominium Declaration and Bylaws. A copy of the Association's insurance policy can be obtained on request by contacting the Property Manager.

**Association Insurance Coverage Overview:** The Association maintains the appropriate levels of insurance for the Common Elements of the community, e.g. buildings and grounds. Any damage caused to the Common Elements will be repaired by the Association. If such damages are due to the Unit Owners negligence, the Unit Owner will be charged.

**Unit Owner's Insurance Coverage:** Unit Owners are encouraged to obtain individual homeowners insurance (Condominium Owners' Policy) to insure themselves and their possessions against personal liability and their possessions for loss or damage.

It is the Unit Owner's responsibility to insure their unit for any items not a part of the original construction including permanent home improvements such as built-in fixtures, upgraded floor and wall coverings, appliances, etc. as well as the Limited Common Elements associated with the unit. Most units, when constructed, were left with an unfinished basement. Therefore, any improvements to the basement areas such as paneling, dry wall, ceiling material and lighting fixtures should be insured by the Unit Owner.

## Utilities

All utilities are the expense of each Unit Owner. Electricity and gas are billed directly to the Unit Owner by the utility companies. Water is billed directly to the Unit Owner by Spectrum Utilities based on the readings of the sub-meter located in each unit and may be paid with the monthly Association fees. The pipes, wiring, meters and service apparatus that supply water, gas and electricity to each individual unit are Limited Common Elements and the responsibility of each Unit Owner.

*Gas* - The main gas line running to each unit's gas meter is the responsibility of the Association. The meter itself belongs to the gas company. The gas line running from the gas meter to your unit is Limited Common Property and the responsibility of each individual Unit Owner.

*Electricity* - Each building has one or more electrical service fireboxes housing the electrical meter and an electrical shutoff breaker for each unit in that building. The electrical firebox, but not its contents, is the responsibility of the Association. The electrical meter is the responsibility of the electric company. The wiring and breaker running from each electrical meter to each unit's electrical fuse or breaker box (located in each unit) as well as that fuse or breaker box is Limited Common Elements and the responsibility of each individual Unit Owner.

*Water* - Water lines are the responsibility of the Association up to the foundation of the unit. From the exterior of the foundation inward is the responsibility of the Unit Owner.

*Water Meters* - Water meters are the responsibility of the Association up to the foundation of the unit. From the exterior of the foundation inward is the responsibility of the Unit Owner.

*Sewer* - Unit Owners are responsible for any blockage of sewer lines which affect their unit only regardless of where that blockage is located. Any sewer blockage which affects two or more units is the responsibility of the Association.

## Common Elements

Common elements include building foundations and exteriors, fences, roads, roofs, attics, pool, service lanes, sidewalks, and recreational and grassy areas. The preservation of these areas depends on the cooperation of each unit Unit Owner or resident and is only partially insured through the official activities of the Association. The investment in the Common Elements can be enhanced and maintenance can be kept at a reasonable level provided:

- all plants and grassy areas are left undisturbed.
- neither firearms nor air guns are discharged.
- refuse is placed in city-provided garbage cans for pickup by the Columbus Sanitation Department. Little Turtle is the GRAY collection area (614.645.3111). Collection days and their changes are on the Internet (<http://www.columbus.gov>)
- no containers of any type are permanently stored in visible areas.
- bikes and motorbikes are ridden on paved surfaces only, with racing and reckless operation prohibited.
- common sidewalks, driveways, entrances, and passageways are kept unobstructed and are not used as play areas.
- any damage to the Common Elements caused by a Unit Owner, guest or renter of a Unit Owner, will be repaired at the expense of that Unit Owner.
- no soliciting is allowed.

- pet guidelines are rigidly followed. *Reference Pet Guidelines, Page 14*
- no permanent decorative ornaments or fixtures shall be affixed to Common Elements, i.e. siding, fencing or wing walls.

**Common Elements rule violations are subject to a 50.00 enforcement charge unless otherwise indicated in this manual.**

## **Limited Common Elements**

Limited Common Elements are those common areas exclusively serving a unit, i.e. windows, doors (including patio doors), fireplaces, certain trees and shrubs, plumbing, telephone, electrical wiring, and HVAC equipment. Although these areas are for the private use of individual Units Owners, they are subject to the rules and regulations of the Association.

The investment in the Limited Common Elements can be enhanced and maintenance kept at a reasonable level provided certain guidelines are followed. In addition, the Board has established the following list of items that are “**don’ts**” and require each Unit Owner’s cooperation.

- No awnings, shutters, or any other permanent ornaments or devices are permitted the Limited Common Elements.
- Do not stack firewood against unit fences, or garages, or on decks. Place firewood in a log-holding device which provides support and allows air circulation to siding, fence and deck wood.
- Do not install carpet or “Astroturf” on decks. The carpet will hold moisture with damaging affects to the wood. Any deck damage due to carpeting is the Unit Owner’s responsibility to repair.
- Do not add soil above the bottom fence line in enclosed patio areas.
- No open flame devices (such as wood, coal, charcoal and liquid burning, i.e. fire pits, free standing fire tables, chiminea, camp fires, yard candles and tiki torches) are allowed in our community as we are surrounded by woods and cedar siding. Charcoal devices designed expressly for cooking are permitted with a minimum safe distance of not less than 10 feet from any combustible surface or overhang. Natural gas, propane or butane devices are permitted as provided by local fire codes or ordinances pertaining to the community. **All such devices shall be attended at all times while being operated and an approved fire extinguisher present.** Storage of all devices not immediately in use shall be concealed from common view within the Limited Common Elements associated with the unit. Operation of any open flame device within a garage, under an overhang or eve of a building, or under a canopy of any type is expressly prohibited. **Any damage incurred to the unit, surrounding units, Common or Limited Common Elements due to the operation of an open flame device is the Unit Owner’s responsibility.**
- Do not place,use, keep, store or maintain any upholstered furniture not manufactured for outdoor use, including, without limitation, upholstered chairs, upholstered couches and mattresses, in any outside area. Patio furniture is treated for exposure to rain, sun or other elements.

Note: Canopies, awnings, umbrellas and other **seasonal free standing structures** are permitted, but should be properly cared for and removed during off season periods. All unkempt or unsightly devices will be cited for removal.

**Do not make any modification to Limited Common Elements without prior review and subsequent approval by the Board. Limited Common Elements rule violations are subject to a \$50.00 enforcement charge unless other-wise indicated in this manual.**

## Limited Common Elements Modifications

All exterior unit modifications must be in keeping with the character of the community and must be approved BEFORE any such work is done. For planned exterior unit modifications to be considered by the Board, the Unit Owner must submit a completed Request to Modify Limited Common Elements form (Page 31) to the Property Manager along with appropriate supporting materials. The Unit Owner is responsible, hereafter and in perpetuity, for the maintenance of all exterior unit modifications.

To simplify the review process, the Board has accepted and compiled a list of approved Limited Common Elements improvements. The following modifications **ARE ALLOWED without Board approval**.

- Front door decorations within the front door overhang area. The Unit Owners may "personalize" the entrance to their unit with potted plants, etc. which are not permanently installed and which will not damage the exterior or structural materials of the unit.
- Free-standing and hanging potted live plants are encouraged. No plastic plants, please.
- Planting of annual and perennial flowers in any existing planting bed. Cooperation with neighbors is encouraged. *Ivy is not allowed to grow on fences and siding as it damages the wood. **Please note that any creation of new beds requires Board approval.** Required Form: Ground Improvement Application, p. 33.*
- Natural wood (cedar or redwood) plant boxes on deck rails are approved. Caution should be taken to ensure that no damage is done to the unit or rail. It is the Unit Owner's responsibility to repair any damages.
- Birdhouses on poles or hung in trees are encouraged but are not to be attached to the siding of the building. Bird feeders should be squirrel-proof and the areas below the feeders kept clean.
- Front doors to units may be painted in any one of several approved colors. *Reference Page 30.*
- Front Doors to units may be replaced with a standard approved front door or approved modified front door without prior Board approval. *Reference Page 30.*
- Storm doors have been approved by the Board. They must be dark bronze in color and must be attached to the existing door frame. They should be of the "full view" variety with as little concealing metal as possible. Unit owners may replace front door hardware (locks, door knobs, etc.) with hardware of their choice.
- Exterior lighting fixtures contained within the Limited Common Elements associated with the unit may be changed or replaced at the Unit Owner's expense (e.g. vestibule, enclosed courtyard, back upper balcony and back lower deck). These must be wall mount units, but are the discretion of the Unit Owner.
- Gas meters and air conditioners may be repainted. Ask the Property Manager for the approved color of paint.
- Mailboxes and unit address numbers, excluding reflective numbers installed to help emergency responders, may be replaced at the discretion of the Unit Owner, but replacements must be positioned in the original location of these items: unit address numbers below the vestibule light, mailbox below the unit address.
- Landscape lighting is permitted in Limited Common Elements associated with the unit, provided lighting fixtures are maintained properly.

The following modifications are **NOT ALLOWED** without Board approval.

**Decks** - Deck additions and expansions are encouraged and given serious consideration. Because decks are built on Limited Common Elements, strict construction methods with quality material are

enforced. Responsibility for the deck once it has been built or altered is the Unit Owner's and any subsequent Unit Owner's. Any plans for adding or expanding a deck to your unit must be submitted to the Property Manager for review by the Board. There are no exceptions. Please review "General Guidelines for Decks and Balconies, page 26. *Required Forms: "Request to Modify Limited Common Element (page 31) and "Neighbor's Approval" (page 32) with detailed construction drawings of the proposed deck.*

- **Satellite Dishes** – Should a Unit Owner wish to install a satellite dish, the Unit Owner shall review "Satellite Dish Installation" instructions (page 27) before installation. Installation should be limited to the Limited Common Elements and are subject to FCC guidelines and the codes and regulations of any governing agency. Unit Owners will be responsible for obtaining any permits as required by law. *Required form: "Notice to Install a Satellite Dish" (page 28)*
- ☐ **Wood-burning Stoves** – **Wood-burning stoves are not permitted under any circumstances.** No wood burning stove can be installed in any unit without compromising the existing chimney flue, stacks, and chase construction.
- ☐ **Fireplaces** - Any fireplace alterations or modifications must be submitted in writing with detailed drawings to the Property Manager. Any alterations or modifications to the existing fireplace construction without the Board approval will be removed by the Association at the Unit Owner's expense. *Required Form: "Request to Modify Limited Common Elements" (page 31)*
- ☐ **Patios** - Each unit has an enclosed patio off the kitchen area. This patio was originally constructed of concrete which may have been modified or replaced with different construction materials, such as flagstone. However, proper drainage away from the unit must be maintained. *Required Form: "Request to Modify Limited Common Elements" (page 31)*
- ☐ **Hot Tubs** - Unit Owners who wish to install a hot tub within their Limited Common Elements may do so with Board approval. The electrical, gas, or propane requirements of hot tubs are of concern to the Association and the Association's insurance company. *Required Form: "Request to Modify Limited Common Elements" (page 31)*
- ☐ **Storm Windows/Patio Storm Doors** - As a general rule, outside storm windows and patio storm doors are not approved for units. Proper installation on these "add- ons" requires modification to the existing Common Elements which may impair the Association's ability to do building maintenance.
- ☐ **Window and Sliding Glass Door Replacement** - Window and patio sliding glass door replacements of any approved type (including frames) are allowed. A listing of preferred vendors who have replaced windows and sliding glass doors in the community are shown on page 29. *Required Form: "Request to Modify Limited Common Elements" (page 31)*
- ☐ **Broken windows**, fogged glass, sliding door glass, and entryway glass are the responsibility of each individual Unit Owner. Broken or fogged glass replacement may be made without pre-authorization.

**Limited Common Elements modifications, additions, repairs, and/or replacements must be made with Board approval. Any unauthorized modifications, additions, repairs, and/or replacements are subject to a \$100.00 enforcement charge and/or the cost of restoring the property to its original condition.**

## ***Insects and Rodents***

**Insects:** The Association is responsible for the treatment of termites, carpenter ants and carpenter bees. *All other insects are the responsibility of the Unit Owner.* The Association contracts with Advanced Pest Control who have installed bait traps that provide continuous coverage. The traps can be covered by a light covering of soil or mulch without affecting how the traps works. **Do not remove the traps.**



**Rodents:** All animals (squirrels, gophers, mice, etc.) are the responsibility of the Unit Owner. Should a small animal gain entry into a unit, the Association will make a reasonable effort to trap the animal and repair the exterior siding holes on the building when work orders are placed with the Property Manager in a *timely manner*. If that effort is not successful, it is the Unit Owner's responsibility to remove the rodent.

## **Flag Policy**

The Association permits the display of flags with the restrictions shown below.

- A bracket mounted six foot flag pole with a 3' x 5' US flag is permitted on the face of the garage.
- A sports flag may be similarly displayed in the Limited Common Elements on game day only.
- Other flags are not allowed (e.g. garden, seasonal, etc.).
- Grounded flag poles installed by Unit Owners are prohibited.
- Care and maintenance of each flag display are the responsibility of the Unit Owner.

## **Interior Improvements**

Unit Owners are free to modify or improve the interior furnishings of their units. However, any modifications or alterations to the structure or structural components of interior walls, such as removing or relocating wall partitions, cutting holes in roofs, perimeter walls, etc., must be approved by the Board.

## **Fire Alarms**

All units comprising the PCUOA are equipped with a state-of-the-art Maxsys comprehensive fire detection and alarm system consisting of **three photoelectric smoke detectors** - one located in the basement (or in the utility room in the flats or two story units), **one outside the bedrooms** and one in the attached garages,- an alarm horn, and **a heat sensor in the attic**. Every building has a main alarm control panel with a battery backup located in one unit of the building. There is an **keypad** on the exterior of every building which displays the unit and floor (attic, upper level, main level, basement) on which the alarm originated. One can check the **keypad** to identify the unit in trouble.

An alarm sensor strobe light is mounted on every building beside the **keypad**. In the event of an alarm in a building, all of the unit alarm horns in that building will sound for four minutes to aid the Fire Department in locating the unit in trouble. The alarm will automatically silence at the end of four minutes.

When one of the detecting devices is activated, the Fire Department is immediately notified by the monitoring company. When an alarm is activated in one unit, the horns in all the units of that building will sound off. *Be prepared for an emergency. Know your building captain and the location of the outdoor keypad. A listing of building captains and the location of each building's keypad is on our website, <http://www.littleturtle.org/Building%20Captains%20Rev%2003.22.2017.pdf>*

***In the event of a fire or an alarm, call 9 – 1 – 1 and evacuate the building.***

A trouble warning is built into the system and is signified by an amber light on the **keypad** and a every 10-20 seconds. The monitoring company will detect the trouble and report it to alarm company; the alarm company will correct the problem.

Allow the building captain to work with the Fire Department Officer-in-Charge to reset the **keypad** and reactivate the alarm system. IF the Fire Department has left and the building captain is unable to silence the

alarm, contact Garber Connect's after hours number at 614.212.7900 Option #2. The caller will be asked to leave a message, and the on-call technician will be notified and return your call.

If you should notice the trouble light continuing for an extended period, please notify the Property Manager and they will make arrangements with the alarm company to investigate. The monitoring of the system for fires will continue even when the trouble alert (amber light) is shown.

Maintenance of this alarm unit is the responsibility of the Association and an annual alarm cleaning and testing is done to insure that the multi-unit alarm system is operating according to its design specifications. Each resident is notified two weeks before an alarm inspection of the date of the inspection. The Association and/or its bonded representatives must have access to each unit on inspection day.

The multi unit alarm is for the safety and protection of all units and any part missing or damaged may result in a failure or malfunction of the alarm system. The existence of this unit does not prevent the individual Unit Owner from installing additional fire and entry alarm equipment dedicated to the unit.

**Any tampering with the multi-unit alarm system is subject to \$100.00 enforcement charge.**

## **Lock Boxes**

Lock boxes are installed on the outside of each unit adjacent to the mailbox to provide an additional layer of security for your unit. A code is established by the Unit Owner and *supplied to 9-1-1 only*. The Unit Owner keeps a copy of their front door key in the lock box thereby allowing immediate access for emergency entrance by the fire, police or other emergency departments without the front door possibly being forced. Only 9-1-1 has the code unless the Unit Owner gives it to another person.

The use of the lock box is not mandatory, but the box may not be removed. If a Unit Owner chooses not to establish a secure code, emergency services may have to force the front door in an emergency. To establish a code for the lock box, contact the Property Manager.

## **Grounds and Landscape**

The Association's grounds upkeep responsibilities are extensive. Lawn mowing, grass, and tree fertilizing, tree and shrub pruning, flower bed planting, grass re-seeding, snow removal, erosion control, and leaf raking are just a few of the many grounds services provided by the Association.

Unit owners are encouraged to plant and care for existing planting beds located within the Limited Common Elements associated with the unit. Please note that creation of new beds requires Board approval. Required form: "Grounds Improvement Application" (page 33). Ohio law requires that anyone digging contact O.U.P.S. (a free service) at least 48 hours before beginning their work or access the "Homeowners" tab at [www.oups.org](http://www.oups.org).

Addition or removal of trees or bushes located on Common Elements requires the approval of the Board before proceeding. *Required form: "Grounds Improvement Application" (page 33)*

The Association will reimburse 50% of the purchase price of trees and shrubs up to \$100 maximum under our co-op program. Prior approval is required for the type and the location of the tree or shrub to be planted. *Required form: "Grounds Improvement Application" (page 33) noting the type and location of plantings and requesting a reimbursement under this program.*

Additional plantings in Common Element beds and planting areas are generally welcome and should be in cooperation with all neighbors that share the Common Elements.

Our landscape is enhanced by two ponds located at our front entrance. The pond located on the South side of Blue Jacket has a fountain, and the pond located on the North side of Blue Jacket has a waterfall (Cooper Falls) and bubbler. The maintenance of both ponds is the Association's responsibility. The following rules apply to both ponds.

- Fishing is allowed in both ponds.
- No wading is allowed
- No swimming is allowed.
- No playing in the waterfall.
- No ice skating on frozen ponds is allowed.

## Garages

The only modification that can be made to a unit's assigned garage is the installation of an automatic garage door opener. Automatic garage door openers may be installed by unit owners without pre- authorization if the installation does not require modification to the structure of the garage. The garage floor is the Association's responsibility if the floor is severely deteriorated and provides a poor foundation. Repair of cosmetic or surface damages will be determined on a case by case basis.

The Association is in the process of changing all wood garage doors to metal. Maintenance will continue to repair the wooden garage doors until the Association is financially able to replace all the doors with metal. If the Maintenance Supervisor confirms the damage is severe, it will be determined whether to replace with an approved steel door rather than making the wood repairs.

If a Unit Owner would like to obtain a metal door, contact the Property Manager to obtain the contact information to order a metal door. When the Unit Owner submits the receipt for the new door, they will be reimbursed when funds are available.

The interior of detached garages is left unfinished. Any modification to the interior of the garage are the sole responsibility of the Unit Owner. Any structural modifications are not permitted.

## Parking

Parking in Pickawillany is severely restricted because of the lack of space and the narrowness of its service lanes. Each Unit Owner is provided permanent parking for two automobiles: one space in the unit's assigned garage and one in a designated outside parking space. These vehicles may consist of passenger cars, passenger-type vans, and non-commercially licensed small pick up trucks ( $\frac{3}{4}$  ton GVW or less).

The area immediately in front of a unit's garage door is *not* an approved permanent parking space and should not be used as one. All vehicles in addition to the allotted two should be parked on Blue Jacket Road, a Columbus city street with space dedicated for this purpose. Blue Jacket Road must also be used for guest parking. Parking maps are viewable on our website [www.littleturtle.org/parking.html](http://www.littleturtle.org/parking.html)

Note: Parking in front of an unit's assigned garage may be acceptable where space allows and there are no complaints from Unit Owners sharing the parking areas adjacent. Interference, blocking or encroaching on a neighbor's ability to use their assigned parking may result in towing the vehicle at the owners expense.

**Parking on Pickawillany's service lanes is prohibited.** Vehicles so parked impede the free movement of fire emergency equipment and can prevent the ingress and egress to a unit's garage or additional parking space.

The parking of commercial vehicles (1 ton GVW and over), RV's, trucks, boats, boat trailers and the like is not permitted in Pickawillany. Vehicles with signage and/or advertisement are tolerated if these vehicles are used for personal transportation and not solely for commercial use and fall within the weight restrictions as listed.

## **Pet Guidelines**

Unlike many condominium properties, pet deposits are not required of Unit Owners who own dogs and/or cats. Dogs and cats are not allowed free access to the Common Elements; dogs must be leashed at all times. Unit Owners may not chain or rope their dogs to any type of restraint device, either permanently or temporarily attached to the Condominium Property for unattended use. Unit Owners are responsible for removing the excrement of their dogs from the Condominium Property. Unit Owners with barking dogs that disturb the comfort and quiet of their neighbors will be asked to remove these pets from the Condominium Property.

Cats are not allowed free access to the Common Elements at any time and are to be restrained within each Unit Owner's Limited Common Elements. Unit Owners who allow their cats to roam the property will be asked to remove them from the condominium's property.

Any Condominium Property damage caused by pets is the responsibility of the pet owner. Unit Owners with pets that cause property damage will be assessed for the repair of the property.

In addition to any remedies listed above, **the failure of the Unit Owner to abide by pet guidelines will result in an enforcement charges of \$50.00 and/or rules violation charges will be filed with the Franklin County Prosecutor's Office.**

## **Club House**

The Club House is for the use of Unit Owners and their guests as well as serving as a meeting place for Association business. Board meetings are scheduled at the Club House every fourth Wednesday of the month. The Club House (not the pool) may be reserved for private parties (limited to 35 guests) or small gatherings (card games, etc.) by contacting the Property Manager.

Unit Owners requesting to rent the Club House must be in good standing with the Association and free of arrearage of finances. Submit the signed rental agreement to the Property Manager with a check payable to the Pickawillany Condo Association for a refundable deposit of \$150.00. The deposit will be refunded provided there are no damages to the pool, pool deck, club house, equipment, or furniture, etc. It is expected that the Club House will be cleaned and restored to same condition when the event is complete. *Required Forms: "Club House Rental Agreement" and "Club House Cleaning Checklist," pages 33-34.*

## **Pool**

Pickawillany's swimming pool is located in the park area on Chuckleberry Lane. The swimming season usually begins around Memorial Day and runs through Labor Day. The hours of operation of the pool are posted before

are posted the beginning of the swimming season. The pool is open to all Unit Owners during the normal hours of operation and may **not** be reserved for private events. No dogs are allowed in the pool or in the pool area.

The pool is open only to all Pickawillany Unit Owners and their guests. Limitations on the number of guests is imposed to ensure that no Unit Owner is denied use and enjoyment of the pool at any time due to an excessive number of guests occupying the pool and deck area. Each Unit Owner is provided one pool pass. Guests of the Unit Owner(s) are permitted, with a limit of six (6) non- occupant guests per unit. All guests must be accompanied by the Unit Owner(s) of the unit or authorized occupant in the unit if the unit is not owner occupied.

The Pool/Club house entry door is equipped with a pass card entry system. All Unit Owners are required to have a pool pass card and use the same for entry into the pool during the posted open hours of operation. Please contact the Property Manager to obtain and register your pool pass card. If your pool card has been lost or misplaced, you may obtain a replacement card by written request to the Property Manger; the fee is \$25.00 (checks payable to the Pickawillany Condominium Association).

Privileges for Unit Owners who are not in good standing, that is current with condominium dues, water payments, free of fines, violations or have pending legal actions, will be suspended and pass cards will subsequently be locked out of the entry system.

A BBQ grill is located on the pool house deck and must remain there along with the fire extinguisher. The BBQ grill may be used free of charge by any Unit Owner during pool hours. It must remain outside the pool area.

A red emergency telephone is provided for emergency use only and is located on the side of the pool house building just outside the equipment room. This is a direct dial 9-1-1 telephone and not available for personal calls. Other daily rules for safety may be posed. The Association assumes no responsibility for lost or stolen articles. All parking for use of the pool is on Blue Jacket Road only. There is no parking on Chuckleberry.

***Pool rules violations are subject to a \$50.00 per day enforcement charge and/or suspension of all pool privileges for the swimming season. Unauthorized pool use is also subject to a \$50.00 fine and possibly other penalties.***

## ***Common Elements Lighting***

The Common Elements lighting consists of street lights, parking courtyard lighting, and sidewalk lighting (mounted at the apex of the garages). Any repair of these fixtures should be directed to the Association's Property Manager. At no time should any Common Elements lighting be disconnected from its electrical source, either by physical disconnection or electrical shutoff.

***Electrical Reimbursement:*** In some instances Common Elements lighting may be connected to your unit's electrical system. The Association keeps detailed records of these "hook-ups" and reimburses those Unit Owners involved once a year for the kilowatt usage of this lighting. If you have any doubts or questions as to whether your unit is supplying the electricity for any Common Area lighting, please consult the Property Manager.

## ***Refuse, Recycling, Bulk Pick Up, and Yard Waste Collection***

Refuse collection for our area is the GRAY collection center. Refuse collection days move forward one day after each holiday. Collection days and their changes are available on the Internet - <https://311.columbus.gov/AddrLockupnew.aspx>. All refuse must be set out curbside in containers provided by the city by 6:00 A.M. on the day of pickup.

**Recycling** (blue containers) is picked up on Friday every other week. The container must be set out curbside by 6:00 A.M. on the day of pickup. If the collection day falls on or after a holiday, recycling will be picked up on Saturday morning. Unit Owners may check the schedule at <https://311.columbus.gov/AddrLookupnew.aspx>. The containers are to be set out curbside on the day of the pickup only. **All containers (trash and recycling) must be returned inside the garage on the day of service to avoid being in violation of the rules.**

**Yard waste collection** occurs on the same day as recycling every other week. Most organic waste from residential gardens can be recycled including leaves, twigs, branches less than 4" and shrubbery. Place yard waste in biodegradable (paper) bags and place curbside on the day of the pickup only. For more information on yard waste, visit their site at: <https://www.columbus.gov/publicservice/refuse-collection/Yard-Waste-Collection.org> call 3-1-1.

**Bulk collection** (furniture, mattresses, and other miscellaneous household items) can be *scheduled* by calling 614.645.3111 or online at <http://www.311.columbus.gov>. **Do not set bulk items out for pickup until the day scheduled.**

## **Neighbor Disputes**

Should you and a neighbor have a dispute concerning Common Elements (for example, parking), either Columbus Police, the Property Manager, or a Board member should be contacted. Should the nature of the dispute involve Limited Common Elements such as private walkways, it is your responsibility to talk to your neighbor in an effort to rectify the situation. If this is not feasible, a written complaint should be filed with the Property Manager, and the Board will try to arbitrate any disputes.

It is each Unit Owner's responsibility to handle complaints such as loud music, barking dogs, and toys, skateboards, or bicycles left in or around Limited Common Elements. If the nature of the complaint is serious enough, the offended party should contact Columbus Police.

The Association cannot control the daily activities of your neighbors nor create harmonious, neighborly relations. You own your dwelling and are responsible for the Limited Common Elements that service your unit. For this reason, you are liable for any injuries caused by you, your children, or your guests' actions.

The Association does not assume any liability or responsibility for policing the Limited Common Elements other than those liabilities and responsibilities required by its obligation to maintain and/or repair the Limited Common Elements neglected by an Unit Owner.

## **Golf Course at Little Turtle**

Pickawillany's residents and the Golf Course at Little Turtle members have been good neighbors over the years. Residents of PCUOA and members of the golf club have always been respectful of each other's private property. As the Common Elements are private to condominium residents, the golf course is private property to the Golf Course at Little Turtle Club. Details about golfing or social memberships may be obtained by calling the club at 614.212.2400.

## **Signs**

One professionally prepared, unlit 'For Sale' or 'For Rent' sign (no larger than 3' x 3' in size) may be placed inside the window of a unit.

A security system decal may be placed in the window and/or on a small sign designed for that purpose and placed in the Common Elements closest to the front door.

Open house directional signs are permitted on the day of the open house and must be removed the same day.

Real Estate, political, team, or other signs are not permitted in the Common Elements and will be removed by the Property Manager without prior approval by the Board.

## **Personal Items**

Decorative items such as birdhouses, wind chimes, bird feeders, bird baths, etc. are permitted and encouraged within reason, within the Limited Common Elements associated with a unit, but are not to be attached to the siding. It is the Unit Owner's responsibility to clean and maintain any such items. Damages that may be caused to Limited Common Elements due to drilling, screw/nail holes, or disrepair and lack of maintenance are the responsibility of the Unit Owner.

A reasonable display of holiday and seasonal decorations is permitted on the Limited Common Elements associated with each unit. Display elements are not permitted on Common Elements without written Board approval. All holiday and seasonal decorations may be displayed 30 days before said holiday/season and must be removed within 15 days of the conclusion of said holiday/season.

## **Legal Fees**

It is the desire of the Board of Directors to minimize the Association legal costs and out-of-pocket expenses by shifting this expense of the Unit Owner under certain circumstances, as authorized by R.C.5311.18@(1) (b). In the event the Association incurs any reasonable attorneys' fees, return check charges, court or arbitrations as a result of 1) the Association's responding to the unlawful or legally unjustified act(s) of a Unit Owner (be such acts ones of commission or omission), or 2) the Association seeking to enforce a Unit Owner's compliance with the condominium organization documents, be those the Declaration, Bylaws and/or rules; and/or 3) the Association seeking to collect money lawfully owed to the Association, the Unit Owner is obligated to reimburse the Association in full for all its out-of-pocket expenses. Further, such out-of-pocket expense shall also constitute an individual Special Unit Assessment against such Unit Owner and the unit.

An "unlawful or legally unjustified act" is one that is contrary to the Association's Declaration, Bylaws, and/or rules; contrary to any municipal, state or federal statute; contrary to the common law of the state of Ohio; contrary to any covenant, condition or restriction set forth in a deed that is part of the Condominium Property and/or which causes the Association (as determined by the Board) to incur legal fees to defend itself from frivolous or harassing accusations, i.e. accusations that lack a good faith basis in law or fact.

Further, if the Association is forced to defend itself in any legal forum as a result of acts caused by a Unit Owner and if the Association prevails in this forum so that the charges, causes of action or accusations caused by the

Unit Owner are dismissed, such “charges of action or accusation” shall be considered unlawful or legally unjustified and trigger the application of this rule.

Further, in the event a Unit Owner asks questions regarding the governance of the Condominium Property, its organizational documents or Ohio condominium law which require an opinion from legal counsel and the answers are beyond the knowledge of the Board and/or its Property Manager, the Board shall contact the Unit Owner and advise that the Unit Owner should retain an attorney privately to answer his questions. If the Unit Owner chooses not to retain private counsel and yet demands that the Board answer his questions, the Board shall use the Association’s counsel to answer the owner’s questions at the Unit Owner’s expense.

## ***Management, Maintenance, Repair, Alterations, Improvements***

### ***A) Routine Building Maintenance***

Each year the Association provides maintenance inspections and makes building repairs on a planned basis. There are several areas of planned maintenance and repair that are on-going throughout the year. These are:

*SIDING REPAIR  
FENCE REPAIR  
CONCRETE REPAIR*

*ALARM SYSTEM MAINTENANCE  
CEDAR SIDING CLEANING AND SEALING  
EXTERIOR NAILING AND CAULKING*

These planned maintenance and repair routines cannot be undertaken on all 27 buildings at once, however. The cost of refurbishing the entire property at one time would be prohibitive. For this reason, planned maintenance and repair is performed on a cyclical schedule. In addition to those planned maintenance routines, the Association makes Unit Owners’ requested repairs through the year.

It is to each Unit Owner’s benefit that the Association makes timely and reasonable repairs to the Common Elements. The Association’s ability to do so, however, is dependent on its finances. Therefore, it is not unreasonable to expect that certain repairs will require financial planning, through the Association’s operating budget, before these repairs can be made. For example, structural repairs (include foundations, basements, garage floors and patio sliding door alignments) to buildings are usually budgeted on a priority basis.

### ***B) Responsibility of the Association***

The Association is responsible for the management, maintenance, repair, replacement, alteration, and improvement of the Common Elements, excluding the Limited Common Elements unless otherwise indicated herein. The expense of these obligations is borne by the Unit Owners according to their percentage of Common Elements ownership. The Association assesses each Unit Owner annually (payable monthly) for these expenses.

There are a number of common services that the Association provides for the benefit of all Unit Owners and for which the Association prepares an annual operating budget.

The Association provides and pays the costs of electricity for Common Elements lighting, pool telephone and utilities, and snow removal from lanes and parking areas. Association policy is to remove snow accumulations of two inches or more from lanes and parking courtyards.

Other services paid for by the Association include Common Elements landscaping, gardening, painting, staining, cleaning and maintenance of the exterior siding of the buildings. Liability and casualty insurance for



the Common Elements, the expense of collecting bad debts from delinquent Unit Owners and retaining legal counsel are all common expenses paid by the Association.

Specific Limited Common Elements expenses that are the responsibility of the Association include staining balcony trim, structural alignments to patio sliding glass doors, and repairing multi-unit alarm systems. The Association is also responsible for the structure and structural components (roof, door, trim, floor) of garages, and the first six feet (single slab) of walk-out basement concrete patios. In those instances where an individual Unit Owner has been negligent in maintaining or repairing Limited Common Elements, the Association is obligated to make the necessary repairs and charge that Unit Owner for such repairs.

The maintenance, repair, and replacement responsibilities of the Association are considerable, and the Association's ability to make these repairs is contingent upon Unit Owners paying monthly Association fees on time. Delinquent accounts rob the Association of the funds necessary for the routine operation of the Association. **The Ohio Revised Code does not permit Unit Owners to withhold payment of their condo fees should they have a dispute with the Association.**

### ***C) Responsibility of Unit Owners***

Individual Unit Owners are responsible for maintaining, repairing, or replacing, at their expense, all portions of their unit and all Limited Common Elements designated for their use, unless specifically allocated as an Association responsibility. Our Amended Declaration of Condominium defines a unit as a single, freehold estate consisting of:

- 1) all space bounded by the undecorated interior surfaces (whether plaster, drywall, wood, concrete, or other materials) of the perimeter walls, windows, and doors;
- 2) the decorated surfaces of interior walls, doors, floors, and ceilings, including paint, lacquer, varnish, wallpaper, paneling, tile, and any other finishing material applied to these surfaces; and
- 3) the basement (where applicable).

The proper operation of sump pumps (where applicable), floor drains and the winterizing of outdoor spigots, for example, not only ensures the immediate safety and security of the unit, but also that of neighboring units. It is the responsibility of Unit Owners with sump pumps to exercise reasonable care to prevent the buildup of silt in their unit's weep system by keeping sump pumps in good operating condition. Any weep system repairs caused by Unit Owner neglect of the sump pump is the responsibility of that Unit Owner. Refer to General Information, Maintenance and Safety Tips on our website [www.littleturtle.org/PCUOA%20Information-Maint%20tips.pdf](http://www.littleturtle.org/PCUOA%20Information-Maint%20tips.pdf)

Unit Owners have other responsibilities as well. There are certain perimeter or outside areas and facilities that are also the responsibility of each Unit Owner to keep in reasonable repair. These are the Limited Common Elements which include:

- all insulation within walls, ceilings, and attic;
- all patio doors (sliders), storm and screen doors, window screens and frames within the perimeter walls of each unit, all rollers, latches, handles, locks and window sashes. **(The Association will not be responsible for maintenance or repairs to the slider doors (frame and glass) under any circumstances, including if the Association has repaired the flashing or surrounding area.);**
- all front doors and door frames, all hinges, latches, handles, locks, door knockers, and sill plates;
- all ducts and plumbing, electrical equipment and appurtenances, cable, conduit, telephone and electrical wiring, and other fixtures, including heating and air conditioning systems and control devices located within the bounds of each unit or which serve only that unit, excluding the outside building electrical service firebox but not its contents;

- all balconies and patio decks, including balcony/deck boards but excluding joists, joist hangers and railing;
- devices located within the bounds of each unit or which serve only that unit, excluding the outside building electrical service firebox but not its contents;
- all balconies and patio decks, including balcony/deck boards but excluding joists, joist hangers and railing;
- concrete and/or brick patios, and courtyards which serve each unit, excluding the first six feet of walk-out basement concrete patios;
- garages and their component parts, including but not limited to hinges, locks, springs, and pulleys and *excluding garage doors, their tracks, and the structural components of the garage itself*;
- fireplaces, including but not limited to chimneys, flues, screens, dampers, grates, fireboxes, spark arrestors, gas lighters, and chimney caps;
- sump pump and outside water spigots;.
- patio, garage, and vestibule lighting fixtures, excluding Common Elements lighting;
- interior walls, ceilings, and floors;
- snow and ice removal from balconies, decks and Limited Common Elements walkways.

All repair and/or replacement materials should be that of original construction. If original material is not available, consult the ARC for recommended replacement. Any wood replacement (e.g. deck boards, etc.) should preferably be done with natural cedar or composite decking. Pressure treated lumber is recommended as an acceptable replacement material for any visible members of a deck.

Unit ownership means just that. Unit Owners are responsible for the repair of their units regardless of the nature of the repair. For example, if you have a roof leak, the Association is responsible for making timely repairs to your roof. However any damage that the roof leak may have caused to the walls, furnishings or interior of your unit is the Unit Owner's responsibility to repair.

While Unit Owners have been granted an irrevocable license to use Limited Common Elements, and it is the Unit Owner's responsibility to maintain and repair Limited Common Elements, the actual replacement of Limited Common Elements cannot be done without the approval of the Board.

**Any unauthorized Limited Common Elements replacement is subject to a \$100.00 enforcement charge.**

## Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<b><u>Balcony</u></b>	Balusters <input type="checkbox"/> Deck Boards <input type="checkbox"/> Handrails <input type="checkbox"/> Joists <input type="checkbox"/> Staining <input type="checkbox"/> Structure <input type="checkbox"/> Trim <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Betterments &amp; Improvements</u></b> <input type="checkbox"/>	All	<input type="checkbox"/>	
<b><u>Chimney</u></b>	Cap <input type="checkbox"/> Chase <input type="checkbox"/> Flashing ** <input type="checkbox"/> Flue <input type="checkbox"/> Stack <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b><u>Cleaning/Sealing</u></b> <input type="checkbox"/>	Staining <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Deck</u></b> <i>Original Main Level Deck, Kitchen Deck, Turn-about Deck</i>	Balusters Deck Boards <input type="checkbox"/> Handrails <input type="checkbox"/> Joists <input type="checkbox"/> Staining <input type="checkbox"/> Steps <input type="checkbox"/> Structure <input type="checkbox"/> Trim <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b><u>Doors</u></b>	Door Knockers <input type="checkbox"/> Frames <input type="checkbox"/> Hardware <input type="checkbox"/> Hinges <input type="checkbox"/> Locks <input type="checkbox"/> Patio Doors <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b><u>Electrical</u></b>	Circuit Breakers <input type="checkbox"/> Master Breaker <input type="checkbox"/> Meter <input type="checkbox"/> Other <input type="checkbox"/> Meter Box But Not Its Contents <input type="checkbox"/> Service Panel <input type="checkbox"/> <b>Any Electrical Line Servicing the Unit Owner Only</b> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

\*\* Chimney flashing has been defined as transitional pieces between surfaces. That is the metal transition between the chimney cap (usually round and at the top of the flue) and the top of the

## Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<b><u>Fire Alarm System</u></b>	Master Panel <input type="checkbox"/> <input type="checkbox"/> Sensors <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>
<b><u>Fireplace</u></b>	Damper <input type="checkbox"/> <input type="checkbox"/> Fire Box <input type="checkbox"/> <input type="checkbox"/> Gas Lighter <input type="checkbox"/> <input type="checkbox"/> Grates <input type="checkbox"/> <input type="checkbox"/> Screens <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b><u>Foundations</u></b>	All <input type="checkbox"/>		<input type="checkbox"/>
<b><u>Furnace</u></b> <input type="checkbox"/>		<input type="checkbox"/>	
<b><u>Garage</u></b>	Cables <input type="checkbox"/> <input type="checkbox"/> Doors <input type="checkbox"/> <input type="checkbox"/> Hinges <input type="checkbox"/> <input type="checkbox"/> Locks <input type="checkbox"/> <input type="checkbox"/> Painting <input type="checkbox"/> <input type="checkbox"/> Pulleys <input type="checkbox"/> <input type="checkbox"/> Roofs <input type="checkbox"/> <input type="checkbox"/> Springs <input type="checkbox"/> <input type="checkbox"/> Structure (Siding, Roofing, Floors & Foundations) <input type="checkbox"/> <input type="checkbox"/> Tracks <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b><u>Gas Lines</u></b>	<b>Before Meter</b> <input type="checkbox"/> <input type="checkbox"/> <b>After Meter</b> <input type="checkbox"/> <input type="checkbox"/> <b>Interior of Unit</b> <input type="checkbox"/> <input type="checkbox"/> <b>Meter</b>	<input type="checkbox"/> <input type="checkbox"/> <b>Other</b>	<input type="checkbox"/>  <b>Other</b>
<b><u>Glass</u></b>	Patio Doors <input type="checkbox"/> <input type="checkbox"/> Window <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
<b><u>Gutters/Downspouts</u></b>	All <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>
<b><u>House Numbers</u></b>	Entryway <input type="checkbox"/> <input type="checkbox"/> Reflective Marker Numbers <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b><u>Lawns</u></b>	All <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>
<b><u>Lights</u></b>	Back Patio <input type="checkbox"/> <input type="checkbox"/> Balcony <input type="checkbox"/> <input type="checkbox"/> Courtyard <input type="checkbox"/> <input type="checkbox"/> Front Entrance <input type="checkbox"/> <input type="checkbox"/> Garage <input type="checkbox"/> <input type="checkbox"/> Kitchen Patio <input type="checkbox"/> <input type="checkbox"/> Spot Lights <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<b><u>Mailbox</u></b>	All <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	
<b><u>Patios</u></b>	<b>Back Patio (first six feet)</b> <input type="checkbox"/> <input type="checkbox"/> Kitchen <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<b>Plumbing</b>	After Unit Shutoff <input type="checkbox"/> <input type="checkbox"/> Before Unit Shutoff <input type="checkbox"/> <input type="checkbox"/> Faucets <input type="checkbox"/> <input type="checkbox"/> Interior Pipes <input type="checkbox"/> <input type="checkbox"/> Spigots <input type="checkbox"/> <input type="checkbox"/> Underground Sewage <input type="checkbox"/> <input type="checkbox"/> <b>Main Water Meter Exterior</b> <input type="checkbox"/> <input type="checkbox"/> <b>Sub-Water Meter Interior &amp; all Interior Lines</b> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Property Damage</b>	Common Property <input type="checkbox"/> <input type="checkbox"/> Interior <input type="checkbox"/> <input type="checkbox"/> Limited Common Property <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>
<b>Roofs</b>	Common Areas <input type="checkbox"/> <input type="checkbox"/> Limited Common Areas <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>
<b>Sewer</b>	<b>Blockage Affecting Unit Owner Only</b> <input type="checkbox"/> <input type="checkbox"/> <b>Blockage Affecting Two or More Units</b> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Shrubs</b>	Common Areas <input type="checkbox"/> <input type="checkbox"/> Limited Common Areas <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sidewalks</b>	All <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/>
<b>Snow Removal</b>	Parking Areas <input type="checkbox"/> <input type="checkbox"/> Sidewalks <input type="checkbox"/> <input type="checkbox"/> Roads <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<b>Steps</b>	Balcony <input type="checkbox"/> <input type="checkbox"/> Patio <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/>
<b>Trees</b>	Common Areas <input type="checkbox"/> <input type="checkbox"/> Limited Common Areas <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Walls</b>	Exterior <input type="checkbox"/> <input type="checkbox"/> Interior <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Water Meter</b>	Lines Up to Foundation of the Unit <input type="checkbox"/> <input type="checkbox"/> <b>Lines From the Foundation to Interior</b> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Windows</b>	Frames <input type="checkbox"/> <input type="checkbox"/> Glass <input type="checkbox"/> <input type="checkbox"/> Locks <input type="checkbox"/> <input type="checkbox"/> Sashes <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
<b>Wiring</b>	After Electrical Meter <input type="checkbox"/> <input type="checkbox"/> Before Electrical Meter <input type="checkbox"/> <input type="checkbox"/> Telephone <input type="checkbox"/> <input type="checkbox"/> Underground <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

## Leasing Your Unit

Leasing your unit is subject to the rental policy as adopted by the Board. Currently every lease and renewal lease on or after the effective date covering a condominium unit shall be in writing and duly executed by the parties thereto and shall not be for a period of less than 1 year. A copy of the lease is to be recorded with the Property Manager. The policy states that no more than 15% of the total units can be leased and/or rented at any given time.

All Unit Owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Declaration, Bylaws and standing Resident's Manual. 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.

All Unit Owners shall be held accountable to fulfill their Association responsibilities. All Unit Owners are responsible to administer their properties and make sure their tenants have knowledge of and abide by, Association By-Laws, The Declaration and the Resident's Manual for the Community. All Unit Owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the Board on a timely basis, so action can be taken, if needed, by the Board or the Property Manager. Tenants are to refer all requests and/or inquiries to their respective Unit Owner or agents of the Unit Owner, except in cases of emergency. *Reference "Unit Rental Policy," pages 36-38*

## Selling Your Unit

If you sell your Unit, it is your responsibility to notify the Property Manager as to whom the new Unit Owner of record is, and the closing date. It is the current Unit Owner's responsibility to make certain all condominium dues, fees, assessments and other charges are current. It is the Unit Owner's of record responsibility to make certain the condition of the unit, inside and out, complies with the Declaration and Manual before sale.

Please make certain that on moving day, moving vehicles do not interfere with the normal flow of traffic and permit other vehicles to pass.

## **General Guidelines For Decks and Balconies**

### Pickawillany Condominium Unit Owners Association

The Board of Directors must approve any improvements done on the exterior of the unit inclusive of any Limited Common Element.

A Request to Modify Limited Common Property (Page 31) must be completed and submitted to the Property Manager with neighbors' approval (Page 32) and two (2) sets of detailed plans. Detailed plans must show the foundation plan, size of deck and the joist/deck layout, deck elevation reflecting the height of the deck surface from the adjacent grade, footers, framing, connections, deck rails, balusters, guard rails, stairs (including rise and run of stairs) and handrails.

If the Unit Owner is using a contractor, a copy of the contractor's permit, license and liability insurance coverage will be required. If the Unit Owner is performing the work, they are liable for any damages to Common Elements and Limited Common Elements during construction.

The applicant will be responsible for applying to the City of Columbus for any necessary permits. It is up to the Unit Owner to be certain they are meeting all the current Columbus City Buildings Codes to which everyone must adhere. A copy of the permit should be submitted to the Property Manager as a matter of record and should be stored with the unit file.

When the plans are approved or denied, the applicant will be notified in writing to proceed or not. If the plans are not approved, the applicant may request a Board review hearing or may resubmit modified designs for reconsideration at any time. The procedures outlined above must be followed for resubmission.

While minor alterations are generally a fact of life during the construction phase of any project, any major alterations in footprint, foundation and extent of construction should be resubmitted for further approval. Prompt action by the Board or its representatives will be required.

OUPS must be contacted before digging. Contact them at 8-1-1 or access Homeowners tab on [www.oups.org](http://www.oups.org). OUPS will locate buried utility lines on-site as a free service.

All work should be completed within 60 days from date of approval. Delays due to weather or other unforeseen conditions should be reported to the Property Manager.

### **GENERAL GUIDELINES FOR DECK AND BALCONY REPAIRS OR NEW DECKS**

- Only pressure-treated lumber (i.e. Wolmanized) or cedar may be used. As an alternative, ChoiceDek, Trex, etc. composite decking and trim may be used. (ChoiceDek Eden Series, Spice by Weyerhaeuser or equal is the approved color choice.)
- The Unit Owner's choice of lumber should be specified on the plans
- Deck and balcony boards are the responsibility of the Unit Owner.
- Latticework is prohibited.**
- Crawl spaces must be screened from view by approved planting. A separate request should be submitted for plantings.

**Plans submitted by a Unit Owner delinquent in Association fees will not be reviewed until said Association fees are paid in full, inclusive of any late and legal fees.**

## **Satellite Dish Installation**

### Pickawillany Condominium Unit Owners Association

According to FCC regulations, Unit Owners have the right to install satellite dishes in their Limited Common Elements. However, the Association has the right to set design and placement standards in accordance with FCC regulations and city building codes that must be followed by all residents.

- 1) Notification must be made to the Property Manager before installation of the dish by use of the **Notice to Install Satellite Dish** form, page 28.
- 2) The Association limits the size of the satellite dish and antenna to no more than 24-25" in diameter.
- 3) Satellite dishes and antennae may only be installed on Limited Common Elements (**balconies, enclosed patios, patio or decks), side of chimney, or the inside face of wing walls.** Satellite dishes are NOT allowed on roofs except for the gable end of the roof. Satellite dishes or antennae are NOT allowed on any other Common Element, inclusive of top of fences and balconies in Limited Common Elements. The installation of the satellite dish or antenna cannot cause any destruction of Limited or Common Elements, e.g. concrete walkways, asphalt, driveways, gardens, etc.
- 4) Usual and customary construction techniques are to be used for the installation of wiring.
- 5) When any wood is penetrated, the penetrations must be sealed in a watertight and fire resistant manner.
- 6) Wiring cannot be glued to the exterior of the unit.
- 7) The Association requests reasonable camouflage such as painting the installation a color to match the surroundings (unless the owner can prove the painting will interfere with reception), landscaping and/or screens, or rock camouflage.
- 5) The Board may remove or relocate any dish that does not meet the above requirements at the Unit Owner's expense or request that the Unit Owner relocate the dish.

**Note:** Due to reception factors, special considerations may be needed to accommodate a particular installation. It is strongly recommended that a representative of the Board, the ARC Committee or the Property Manager be contacted if none of the listed locations are suitable for proper reception

All aspects of the installation and the maintenance of any satellite dish installed in accordance with the provisions of this rule shall be the responsibility of any Unit Owner who installed the dish or any future Unit Owner. By installing a dish, the Unit Owner shall be deemed to agree that the Association shall have the right to require the dish be temporarily moved or removed to allow for the performance of maintenance or repairs. The Unit Owner agrees that they shall be fully responsible to insure, repair and maintain the dish. The Unit Owner agrees that they shall indemnify and hold the Association and all its trustees, managers, officers, and agents harmless with respect to any and all claim for personal injury or property damaged caused by the presence, function or failure of any satellite dish installed pursuant to this rule. Such indemnification shall be in perpetuity, shall run with the land, and shall be binding upon each Unit Owner, their successors and assigns.

**Plans submitted by a Unit Owner delinquent in Association fees will not be reviewed until said Association fees are paid in full, inclusive of any late and legal fees.**



**Notice to Install a Satellite Dish**

Pickawillany Condominium Unit Owners Association

**You will be contacted if additional information is required.**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Please check one of the following.

\_\_\_\_\_ I will do the work myself.

\_\_\_\_\_ A professional will do the work.

Estimated start date \_\_\_\_\_

Estimated completion date: \_\_\_\_\_

It is my intention to install a Satellite Dish in the following location.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: The roof is not an acceptable location for dish installation. If special considerations are required and not covered in Satellite Dish Installation, page 27, of the Resident's Manual, please contact a member of the Board, a representative of the ARC Committee or the Property Manager for additional assistance.

Approval Date: \_\_\_\_\_

**Note: The Board reserves the right to refer the application to the ARC for additional review and assistance.**

## **Window and Sliding Glass Door Replacement**

Pickawillany Condominium Unit Owners Association

The following currently approved vendors for windows and sliding glass doors have experience and history with Pickawillany. The Unit Owner may order their windows or sliders directly from the vendor noting the specifications shown below. If the Unit Owner uses one of the approved vendors, they may submit a Request to Modify Limited Common Elements (Page 31) and proceed with approval.

Rosati Windows <http://www.rosatiwindows.com>

Precision Doors <http://www.precisionentry.com>

Marvin Windows <http://www.marvin.com>

Andersen Windows Series 100 only <http://www.andersenwindows.com> (Andersen or Home Depot)

Note: Andersen Windows is approved for the Series 100 only and are not approved for the windows on either side of the fireplace on the main floor.

If the Unit Owner is not using an approved vendor, a Request to Modify Limited Common Elements (Page 30) reflecting the full specifications including sizes, all measurements and window/door construction must be submitted to the Property Manager. The request will be submitted to the Board and/or the ARC for review of the information to be certain all criteria is met and the Unit Owner advised.

### **SPECIFICATIONS**

- a) The size of the openings of the unit shall not be modified.
- b) The exterior color of the units shall match the existing units (i.e. dark bronze) in rigid vinyl clad or metal.
- c) The glass composition (i.e. Low E, Argon, Thermal Glass, etc.) shall be at the discretion of the Unit Owner.
- d) No tints, colored glass or mirrored glass will be allowed.
- e) Integral grilles/grid work is not permitted.
- f) Windows must be the existing Oriel Style (2/3 top, 1/3 bottom).
- g) Cut sheets with full details of the replacement units must be included in the submission to the ARC.

**HEADER MAY NOT BE CUT ON SLIDING DOORS OR WINDOWS UNDER ANY CIRCUMSTANCES.**

**The Unit Owner is responsible for any damages to Common Elements during the installation.**

**Plans submitted by a Unit Owner delinquent in Association fees will not be reviewed until said Association fees are paid in full, inclusive of any late and legal fees.**

## **Front Door Colors and Replacement**

Pickawillany Condominium Unit Owners Association

Front doors to units (doors and trim only, and not any natural cedar) may be repainted in a color selected by the Unit Owner from a limited palette approved by the Board. The approved colors are manufactured by Sherwin Williams and/or Behr. The Unit Owner may take the color chip to any paint store and have their color selection specially mixed.

Oil-based, semi-gloss enamel (Trade Name: "Pro-hide Alkyd Satin Enamel") is recommended because latex paints will not bond properly to the existing oil-based paints. Be sure to sand and clean the surface before painting. The approved paint colors are shown below.

<u><b>Color</b></u>	<u><b>Color Name</b></u>	<u><b>Color Number</b></u>
Brown	Plantation Brown	SW 7520 Sherwin-Williams
Dark Gray	Peppercorn	SW 7674
Green	Sporting Green	HDC-CL-21 Behr
Brown	Pinecone Path	HDC-CL-14
Red	January Garnet	HDC-CL-11
Black	Black Ribbon	HDC-CL-24

**Note:** Standard front door is a flat steel paneled interior and exterior, certified for use in condominiums to meet the current fire safety codes. This door may be replaced at anytime without prior Board approval.

Approved modified front door: The exterior panel of the entry door may be changed to a common block six panel design (see illustration below) chosen by the Unit Owner with the provision that current condominium certifications and ratings for fire safety are met. This door may be installed at anytime without prior Board approval. **Any other design alteration for a front entry door requires prior Board approval. Form Required: Request to Modify Limited Common Elements, Page 31.**



Six panel door configuration

The interior panel of the entry door may be altered from standard to any design chosen by the Unit Owner with the provision that current condominium certifications and ratings for fire safety are met.

**Plans submitted by a Unit Owner delinquent in Association fees will not be reviewed until said Association fees are paid in full, inclusive of any late and legal fees.**

**Request to Modify Limited Common Elements**

Pickawillany Condominium Unit Owners Association

**PLEASE PROVIDE A DETAILED PLAN OF THE EXTERIOR BUILDING IMPROVEMENT INCLUDING THE DIMENSIONS OF THE NEW IMPROVEMENT IN RELATION TO THE UNIT.**

You will be contacted if additional information is needed.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Please check one of the following:

\_\_\_\_\_ I will perform the work myself.

\_\_\_\_\_ A professional will perform the work.

Estimated start date \_\_\_\_\_

Estimated completion date: \_\_\_\_\_

Description of alteration (attach separate text/diagrams, as needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approval Date: \_\_\_\_\_

Note: The Board reserves the right to refer the application to the ARC for additional review and assistance.

**Plans submitted by a Unit Owner delinquent in Association fees will not be reviewed until said Association fees are paid in full, inclusive of any late and legal fees.**

**Request to Modify Limited Common Elements**

Pickawillany Condominium Unit Owners Association

**Approval of Adjoining Neighbors  
(If Required)**

\_\_\_\_\_  
Name of Unit Owner Requesting Modifications

\_\_\_\_\_  
Address of Unit Owner Requesting Modifications

\_\_\_\_\_ Street

We, the undersigned neighbors, having reviewed the plans and understand the impact on our unit and adjacent limited common property do hereby agree to the concept of the plan.

X \_\_\_\_\_ Signature  
\_\_\_\_\_ Printed  
Name and Address of Approving Neighbor

X \_\_\_\_\_ Signature  
\_\_\_\_\_ Printed  
Name and Address of Approving Neighbor

## **Grounds Improvement Application**

Pickawillany Condominium Unit Owners Association

Please provide the following information.

- The specific type of plant or plants
- The proposed location of the plant or plants
- A landscape plan (drawing of the proposed plantings including the dimensions of new planting in relation to the unit.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Please describe the type of grounds improvement that you are requesting.

---

---

---

---

---

Please check one:       I will do the work myself       A professional will do the work

Estimated Starting Date: \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Note: Project must be completed within one calendar year from the application date.

**Return to The Case Bowen Company by mail , fax or email.**

Mail: 6255 Corporate Center Drive, Dublin OH 43016

Fax: 614.799.8338

Email: [khovath@casebowen.com](mailto:khovath@casebowen.com)

**Plans submitted by a Unit Owner delinquent in Association fees will not be reviewed until said Association fees are paid in full, inclusive of any late and legal fees.**

## **Club House Rental Agreement**

Pickawillany Condominium Unit Owners Association

**Club House Rental is available from 9:00 a.m. until 11:30 p.m.**

In appreciation of the opportunity to have a private party in the Pickawillany club house area, I recognize my responsibilities and agree to the following:

- 1) Signed rental agreement with a check payable to the Pickawillany Condo Association for a refundable deposit of \$150.00. Deposit to be refunded provided there are no special costs of damages to the pool deck, club house, equipment, or furniture, etc.
- 2) A full refund of deposit provided event is canceled 48 hours in advance of the event.
- 3) Reservations for the club house may be made by Unit Owners only. Unit Owners must be present through the event. Reservations for friends or associates will not be accepted.
- 4) Number of guests is limited to 35 individuals. Special approval **in advance** will be required if more than 35 individuals are expected.
- 5) Parties for minors must have full and constant resident adult supervision (over 18 years of age).
- 6) Rain dates cannot be scheduled for future dates.
- 7) We cannot schedule more than one party on any particular date.
- 8) Unit Owners agree to **completely** clean up pool deck and club house, remove trash, turn off lights and fans, and return furniture to where it belongs before closing and locking the clubhouse.
- 9) Refrigerator is available for party use and should be emptied and cleaned after the event.
- 10) Picnic tables must remain in the grass area outside the pool/clubhouse area.
- 11) Owner/Resident agrees to monitor use of alcoholic beverages and prohibit illegal use of alcohol and drugs.
- 12) Unit Owner accepts liability for damages, charges to clean up, security force charges, etc. if incurred to control conduct and behavior of guests, including legal action, if necessary.
- 13) Parking is available on Blue Jacket **only**.
- 14) **The unit owner/resident is responsible for making sure the pool/clubhouse door is kept locked at all times except when the unit owner/resident is unloading or loading.**

Unit Owner agrees to indemnify and hold harmless Pickawillany Condominium Unit Owners Association, its agents and employees, from all claims, demands, and judgments resulting from: invitees, agents, family or person in attendance, including but not limited to the matters based upon negligence or willful misconduct of resident, guests, invitees, agents, family or persons in attendance; the operation of the pool facilities and/or pool equipment; all sums incidental to the cancellation of this agreement; the performance of the Pickawillany Condominium Unit Owners Association in accordance with its Declaration of Condominium and Bylaws, and Rules of Regulations.

Signature of Unit Owner \_\_\_\_\_

Signature of Resident if NOT Owner: \_\_\_\_\_

Address and phone number: \_\_\_\_\_

Date and time of Club House Rental: \_\_\_\_\_

Deposit received: \_\_\_\_\_ Amount: \_\_\_\_\_

## **Club House Cleaning Checklist**

Pickawillany Condominium Unit Owners Association

	<u>Acceptable</u>	<u>Not Acceptable</u>	<u>Minimum Charge</u>	<u>Task Complete</u>
1) Carpet – vacuumed	_____	_____	_____	_____
2) Carpet – stains, burns, spills	_____	_____	_____	_____
3) Floors – swept	_____	_____	_____	_____
4) Refrigerator & microwave, wiped down and personal items removed	_____	_____	_____	_____
5) Furniture – cleaned & left accordingly	_____	_____	_____	_____
6) Bathrooms – clean food residue from sinks, wipe down toilets, urinal, and mirrors. Empty trash cans and sweep floors.	_____	_____	_____	_____
7) Trash – all cans emptied and trash removed from the clubhouse, pool (if applicable) and the surrounding outside common grounds.	_____	_____	_____	_____
8) Grill – cleaned	_____	_____	_____	_____
9) Windows – closed and locked	_____	_____	_____	_____
10) Doors – closed and locked	_____	_____	_____	_____
11) Tables & chairs clean & undamaged	_____	_____	_____	_____
12) Decorations – must be taped (not tacked) or nailed into place) on unpainted surfaces only. All decorations and tape must be removed.	_____	_____	_____	_____

NOTE: Existing damages prior to rental \_\_\_\_\_

\_\_\_\_\_

We have inspected the club house on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and agree to its condition and Cleanliness as noted:

\_\_\_\_\_

\_\_\_\_\_  
Club House Coordinator



## **Unit Rental Policy**

### Pickawillany Condominium Unit Owners Association

Pursuant to the Declaration and Bylaws Creating and Establishing a Plan for Condominium

Ownership for Pickawillany Unit Owners Association (hereinafter "Declaration"), the Board of Directors of Pickawillany Unit Owners Condominium Association (hereinafter "Board") has adopted the following Unit Rental Policy (hereinafter "Policy") regarding the renting and leasing of units within Pickawillany Unit Owners Condominium (hereinafter "Condominium"). This Policy pursuant to Section 15 of the original Declaration dated October 22, 1973 as Article VI, Section 2 of the Bylaws and the provisions of Ohio Revised Code Section 5311.05 (B) (10), the undersigned officers of the condominium hereby certify that the following policy has been adopted. The Board has determined that this Policy will further the purpose of maintaining the Condominium as primarily a housing community for owner-occupants. This Policy has been adopted at a meeting of the Board on December 1, 2010 at which a quorum was present and which was passed by a majority of the Directors present. This rule shall be effective on January 1, 2011.

Pickawillany Unit Owners' Condominium Association consists of 193 Residential Units. Pursuant to the foregoing rental restriction, 85% of the 193 or 164 units must be owner-occupied. This means that Unit Owners are permitted to lease 29 units out of the 193 existing Condominium units.

#### **1. Renting and Leasing**

Notwithstanding any provision in the Declaration, and except as otherwise provided in this Policy, at any given point in time no more than fifteen percent (15%) of the units within the Condominium shall be subject to any leasehold interest. This Policy shall not affect the existing term of any lease agreement that is in effect prior to the effective date of this Policy. However, all such existing leases shall count towards the fifteen percent (15%) limit. If any Unit that is subject to a lease agreement as of the effective date of this Policy ceases to be occupied by a tenant or other persons not the Unit Owner for any period in excess of thirty (30) days, that unit shall immediately lose its status as a rental Unit and shall immediately become subject to this Policy.

#### **2. All Leases Subject to Board Approval**

No unit shall be subject to a leasehold interest unless such leasehold interest has first been approved by the Board. The Board, fairly and without discrimination, and in its sole authority, shall determine whether the proposed leasehold interest meets the requirements for renting a unit under this Policy. For any lease agreement that is rejected by the Board, the rejected Unit Owner shall be entitled to a hearing, as set forth in the Declaration.

#### **3. Requirements of Lease Agreement**

Any unit that becomes subject to a leasehold interest on or after the effective date of this Policy must be evidenced by a written lease agreement. The written lease agreement shall be in a form as approved and

tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special, individual unit assessments against the Unit, enforceable in the same manner as all other assessments.

#### **4. Lease Approval Procedure**

All requests by a Unit Owner to lease their unit, including lease renewals, under this Policy must be made in writing to the Board, and must include a copy of the proposed lease agreement. The Board shall review the request and will inform the requesting Unit Owner of its decision whether or not to approve the lease, in writing, within 15 days of the date of submission of the request. No leasehold interest shall be valid prior to being approved, in writing, by the Board. Once the Board has informed the Unit Owner in writing that their request has been granted, the Unit Owner shall provide the Board with a copy of the final executed lease agreement at least seven (7) days prior to the commencement of the lease term. In addition, the Unit Owner shall provide the Board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting the tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars (\$100.00) for each month which the Unit Owner fails to provide such information to the Board. The Board shall administer a leasing list. This list shall identify, by address, each unit within the Condominium which is subject to a lease. The list shall also show the full name and contact information of the individual(s) residing in such units. For any lease agreement that is in effect prior to the effective date of this Policy, the Unit Owner must provide the Board with a copy of the written lease (if any), and shall provide the Board with the name(s) of any tenant(s) residing within the Unit, as well as a phone number and email address for contacting the tenant(s). Failure to so provide this information to the Board shall result in an enforcement assessment of One Hundred Dollars (\$100.00) for each month which the Unit Owner fails to provide such information to the Board.

#### **5. Lease Renewals**

At the end of any lease term, leases may be renewed in writing for successive periods of twelve (12) months without Board approval, provided that written notice is provided to the Board of such renewal within thirty (30) days after the renewal term has commenced.

#### **6. Exception to Fifteen Percent (15%) Limitation**

The foregoing limitation on the percentage of units which may be subject to a lease agreement at any given time shall not apply to any unit where the Board, upon application from the Unit Owner detailing all of the relevant facts, determines that a "hardship" exists which warrants allowing such Unit Owner to rent such unit for a period not to exceed one (1) year. Without limiting the generality of the foregoing, the Board may find such a hardship where, for instance, a Unit Owner is transferred and is currently unable to sell a

Unit or wants to avoid selling the unit at a disadvantageous time. In making its decision, the Board may nevertheless turn down a “hardship situation. The Board’s actions pursuant to this paragraph shall be discharged in a consistent manner which is not discriminatory to any party in any manner. To insure such nondiscriminatory exercise of discretion on the part of the Board, the Board shall maintain and retain records of all Unit Owner applications for hardship permission to lease units, and detailed records of the Board deliberations and determinations, and all such records shall be available for inspection upon the request of any Unit Owner. For any “hardship” application that is turned down by the Board, the rejected Unit Owner shall be entitled to a hearing, as set for in the Declaration.

#### **7. Certain Parties Not Limited by Rental Policy**

This rule does not apply to an institutional first mortgagee, insurer or guarantor that takes title to a Unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale. These entities are permitted to lease units so acquired subject to the conditions hereinafter described. The Association shall not include such rented Units as part of the 15% quota of permissible rented units.

#### **8. Occupancy by Sexual Offenders Prohibited**

No unit, or any portion thereof, nor any portion of the Common Elements, may be occupied for any purpose or for any period of time by any person who is adjudicated, classified, labeled or otherwise designated a “sexual predator” (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, as amended from time to time or a “habitual sex offender” (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, and/or required by applicable laws (within the state of Ohio or any others state) to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of any Unit Owner to inquire about, or take any affirmative action to determine, the status of any tenant, guest, invitee or contractor as a “sexual predator”, “habitual sex offender”, or any other designated individual who must register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction. Any occupancy of any portion of a Unit or the Common Elements by any person whose occupancy is prohibited by the terms of this paragraph shall constitute a noxious and/or offensive activity under the Condominium’s restrictions. Any violation of this paragraph shall subject the Unit Owner and/or any occupant of the unit to any and all remedies provided for by law as well as the Declaration.