



Resident's Manual

Incorporating the Rules of the
Pickawillany Condominium Unit Owners Association

Revision No. 6

2012

Pickawillany Resident's Manual

Originally compiled in 1984

By Bob Borel

1st Revision and Expansion in 1988

By Bob Borel and George Webb

2nd Revision in 1991

By George Webb

3rd Revision in 1995

By 1994-1995 Board of Managers

4th Revision in 2003

By 2002-2003 Board of Managers

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By 2007-2008 Board of Managers

6th Revision in 2012

By 2011-2012 Board of Managers

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 Managers, may adopt such reasonable rules and from time to time amend the same as the members of the Board of Managers 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 at all times 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 Managers does hereby move, LET IT BE: Resolved, that the 2012 edition of the Residents Manual, incorporating the resolutions of the Board of Managers, 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 23rd day of May, 2012

Attested to:

Secretary

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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, Management, and the Unit Owners of the PCUOA 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. In order to preserve the integrity, uniformity and beauty of our community we have attempted to 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 close knit family and to receiving your questions and/or suggestions regarding how we, as a community and as a Board, can better serve each and every unit owner. Ideas are always welcome and 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 purpose of election of association Board of Directors, information and review of condominium association over all direction.

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

- (i) *Further Assessment.* Assessment levied to offset any shortage in operating funds.
- (ii) *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: Individual unit owners 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 Areas and Facilities: 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:

- (i) maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the units that are the responsibility of the Association to maintain, repair, and replace.
- (ii) management and administration of the Association, including and without intending to limit the compensation by the Association to a managing agent, accountants, attorneys, and other employees; and,
- (iii) 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 presently 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 Management Company.)

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

Common Areas and Facilities: Those parts of the common areas and facilities 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 or not 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 there to.

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 areas and facilities.

Purpose

This 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 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 handbook and the Condominium Documents, the Condominium Documents are the controlling documents.

Questions about the Association and its activities should be directed to the associations management company, 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
(614) 799-8338
www.casebowen.com

The Property Manager provides a number of 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; rather, their services are contracted for. However, the Property Manager is authorized by the Board (with periodic Board review) to interpret, enforce, and perform all of 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. A large number of service providers are required to perform grounds care, maintenance, and repairs. The Property Manager is responsible for directing the service providers.

While the Association does employ day-to-day help, the Association contracts through the Property Manager for all of the services it requires for operations. For this reason, unit owners are discouraged from engaging in policy dialog regarding maintenance, repair, or grounds care with any of the service providers under contract with the Association. 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 group of living units established under Section 5311, Ohio Revised Code, and organized around a common plan of 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

Regular Board Meeting: The Board meets, typically on the fourth Wednesday of each month, to review the Association's finances and operations. Any Unit Owner may be placed on the agenda, with Board approval for the next board meeting by contacting the Management Company at least 2 weeks prior to the meeting, and providing the topic to be discussed. Note: The general membership of the association may attend and witness, but will not be recognized to speak unless placed on the agenda.

Open Meeting: Open meetings will be conducted three times each year, including but not limited to, the Annual Association Meeting, in which the general membership of the association is welcome to attend without prior request for placement on the agenda and topic for discussion. Attending unit owners wishing to speak on a specific topic will be recognized, upon completion of discussion, and given three minutes of uninterrupted opportunity to comment. The number of Unit Owners permitted to speak on specific topic 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 Management Company on behalf of the Board.

Executive Session: As needed for confidentiality, the Board may elect to enter into executive session at which point the attending unit owners will be requested to leave the meeting. Once Unit Owners have been recognized, the Board will again discuss the topic, in executive session, a board vote will be taken. The Unit Owner will be notified of the Board decision by the Management Company within 48 hours after the meeting.

Association Meetings: At least one Annual Meeting of the Association will be called, in the month of May, for the purpose of the election of Board Members.

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. Volunteer Unit Owners will staff committees with one committee member being designated as Committee Chairperson. Neither 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 Handbook 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 Handbook that will be available to Unit Owners on the community website: www.littleturtle.org

Rules and Regulations Enforcement: It is the responsibility of the Board and the Management Company to establish and enforce the Rules and Regulations. The first violation of a rule may be cited and a warning letter may be sent to the Unit Owner. If a second violation of the same rule occurs after the first warning, or the initial violation remains uncorrected after the deadline, in addition to other remedies in the Rules and Regulations, a \$50 enforcement charge is assessed to the Unit Owner. There will be a \$50 enforcement charge for each subsequent occurrence of the same violation.

Non-Compliance: Any Unit Owner may file a complaint citing a violation of the Rules and Regulations as stated in the Declaration and Bylaws and/or Handbook. A Formal Complaint Form (Attachment A) should be completed and submitted to the Management Company. The complaint will be presented to the Board, investigated and processed for further action. When circumstances permit, Unit Owners are encouraged to try to resolve issues with other Unit Owners informally. To the extent permitted by law and/or the Rules and Regulations, Unit Owners will be protected in regards to complaints filed.

The Management Company will be performing periodic compliance audits. Non-compliance will be documented and will follow the process identified below. A Unit Owner receiving a violation letter has the following options:

- 1) Comply with the Rules and Regulations of the community.
- 2) Any Unit Owner wishing to dispute a cited violation is entitled to a hearing with the Board if prior reconciliation is not successful. Write a letter to the Board disputing the legitimacy of the complaint. The Board will come to a ruling. If the complaint is found to be illegitimate or outside the governance of the association, the issue is closed. If the complaint is found to be legitimate, the Unit Owner will be advised to comply within a stated time period.
- 3) 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.

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 1st, 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.

Further 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.

no later than the 15th day of that month. To facilitate payment, the Property Manager provides pre-addressed labels with payment coupons. The Automatic Payment Deduction Program (ACH) is available, and everyone is encouraged to use the ACH as it streamlines the accounting process considerably. The Property Management Company will provide you with the form required.

Delinquencies: After the 15th of each month, a late charge is assessed and will continue to be charged until the account is fully paid up and current. Any homeowner 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 payment 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 & 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 homeowners must pay their Association fees at all times and cannot "escrow" their payments because they have a dispute of some sort with the Association.

Insurance

Association Insurance: The Association will maintain 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 upon request by contacting the Management Company.

Association Insurance Coverage Overview: The Association maintains appropriate levels of insurance for the common elements of the community. I.e. buildings and grounds. Any damage caused to the common elements will be repaired by the Association.

Unit Owner's Insurance Coverage: Unit Owners shall obtain individual homeowners insurance and are obligated to insure themselves and their possessions against personal liability and their possessions for loss or damage. In addition, each resident should insure any additions and betterments to their units.

It is the Unit Owner's responsibility to insure the Unit for any items not a part of the original construction including permanent home improvements such as build-in fixtures, upgraded floor and wall coverings, appliances, etc. as well as the limited common property 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 your monthly association fees.

The pipes, wiring, meters, and service apparatus that supply water, gas, and electricity to each individual unit are limited common property 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 property 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 Owners.

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 Areas

Common areas include building foundations and exteriors, attics, pool, service lanes, sidewalks, and recreational and grassy areas. The preservation of these areas is dependent on the cooperation of each unit owner and/or resident and is only partially insured through the official activities of the Association. The investment in the common areas 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 to be placed in city-provided garbage cans for pickup by the Columbus Sanitation Department. Little Turtle is currently the GRAY collection area (645-4729). Collection days and their changes are published by the news media and on the internet (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 areas caused by a unit owner, child of a unit owner, guests of a unit owner, or a renter of a unit will be repaired at the expense of that unit owner.
- no soliciting is allowed.
- pet guidelines are rigidly followed (see Individual Unit Guidelines).

Common area rules violations are subject to a maximum \$50.00 enforcement charge unless otherwise indicated in this manual.

Limited Common Areas

Limited common areas are those common areas exclusively serving a unit. Although these areas are for the private use of individual residents, they are subject to the rules and regulations of the Association. These limited common areas include the individual unit's assigned patios and decks.

The investment in the limited common areas 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 in the limited common areas.
- 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 effects to the wood. Any deck damage due to carpeting is the owner's responsibility to repair.
- Do not add soil above the bottom fence line in enclosed patio areas.

- **Open Flame Devices -**

All wood, coal, charcoal and liquid burning, open flame devices such as, but not limited to, fire pits, free standing fire tables and places, chimnea, camp fires, yard candles and tiki torches are not permitted for use within the community. Charcoal devices designed expressly for cooking are permitted with a minimum safe distance of no less than 10 feet from any combustible surface or overhang or as otherwise provided by local fire codes or ordinances pertaining to the community. Natural gas, propane or butane devices may be 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 devises not immediately in use shall be concealed from common view within the limited common areas 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 construction of a permanent or semi permanent structure or fire pit on limited common or common property is expressly prohibited.

Pickawillany is a beautifully appealing community, consisting wholly of aged and treated, cedar clad structures of class A construction, which, while visually appealing, are susceptible to any open flame capable of producing extreme heat, embers and/or sparks. Additionally, as a predominately wooded area, trees and leaves are equally susceptible, especially, during the dryer months.

Note: Any damage incurred to the unit, surrounding units, common or limited common properties due to operation of an open flame device is the unit owner's responsibility.

- Do not make any modification to common property without prior review and subsequent approval by the Board

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

Residents can and will be held responsible and charged for the removal of unapproved alterations and devices. Limited common area rules violations are subject to a maximum \$50.00 enforcement charge unless otherwise indicated in this manual.

Limited Common Areas, Modification

All exterior unit modifications must be in keeping with the character of the community and must be approved **BEFORE** any such work is begun. For planned exterior unit modifications to be considered by the Board, the Unit Owner must submit a completed Request to Modify Common Property (Attachment xx) form to the Management Company along with appropriate supporting materials and required deposit. The individual homeowner 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 common property improvements. The following modifications **ARE ALLOWABLE** 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.

Please note that any creation of new beds requires Board approval.

- 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. Birdfeeders should be squirrel-proof and the areas below the feeders kept clean.
- Front doors to units (doors only, not the frame) may be painted in any one of several approved colors. Gas meters and air conditioners may be painted in the standard, original color. *Appendix F lists the approved colors.*
- Front Doors to units may be replaced with a standard approved front door without prior Board approval. *Reference Appendix F*
- Storm doors have been approved by the Board. They must be dark brown 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 Areas associated with the unit may be changed or replaced at the unit owner's expense (e.g. vestibule, enclosed courtyard, back upper deck and back lower deck). These must be wall mount units, but are the discretion of the unit owner.
- Mailboxes and unit address numbers may be replaced, 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 Areas associated with the unit, provided lighting fixtures are maintained properly.

The following modifications **ARE NOT ALLOWABLE** without Board approval

- **Decks:** We encourage deck additions and will give serious consideration to unit owners who want to add or expand a deck. Because decks are built on limited common property, strict construction methods with quality materials are enforced. Responsibility for the deck once it has been altered is the homeowner's (and any subsequent homeowners'). Any plans for adding or expanding a deck to your unit must be reviewed by the Board. **There are no exceptions.** Submit detailed construction drawings of the proposed deck.

- **Satellite Dishes** – When a unit owner wishes to install a satellite dish, the Unit Owner should submit a **Notice to Install a Satellite Dish** prior to installation. Installation should be limited to the limited common areas and subject to FCC guidelines and the codes and regulations of any governing agency. Unit Owners will be responsible for obtaining any and all permits as required by law. (Required form: “Request to Install Satellite Dish”)
- **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 Management Company. 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.
- **Patios** - Each unit has an enclosed patio off the kitchen area. This patio was originally constructed of concrete which may be modified or replaced with different construction materials (flagstone, for example). However, proper drainage away from the unit must be maintained.
- **Hot Tubs** - Unit owners who wish to install a hot tub within their limited common area 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.
- **Storm Windows/Sliding Glass Doors/Front Entry 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 property which may impair the Association's ability to do building maintenance. For this reason any window or sliding glass door treatments must be approved by the Board.
- **Window and Sliding Glass Door Replacement** - Window and patio sliding glass door replacements of any approved type (including frames) are allowed. A listing of vendors who have replaced windows and sliding glass doors in the community are shown on the website (www.littleturtle.org).
- **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.
- **Rain Barrels** – Unit owners who wish to install a rain barrel within their limited common area may do so after submitting detailed plans or drawings to the Management Company for review and subsequent Board approval. (Required form: “Request to Install Rain Barrel”)
- **Limited common area modifications, additions, repairs, and/or replacements must be made with Board approval. Any unauthorized modifications, additions, repairs, and/or replacements are subject to a maximum \$100.00 enforcement charge and/or the cost of restoring the property to its original condition. (Required forms: “Request to Modify Limited Common Property”)**

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 a photo-electric smoke detector, an alarm horn, and two rate-of-rise heat sensors. One heat detector is located in the attic and the other in the basement (or in the utility room in the flats or the two-story units). Every building has a main alarm control panel with a battery backup located in one unit of the building. There is an annunciator panel 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 panel to identify the unit in trouble.

An alarm sensor strobe light is mounted on every building beside the annunciator. 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 annunciator - a listing of building captains and location of each building's outside annunciator panel is on the website www.littleturtle.org.

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 annunciator panel and a beeping 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 alarm panel and reactivate the alarm system. IF the Fire Department has left and the bldg captain is unable to silence the alarm, please 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 in order to insure that the multi-unit alarm system is operating according to its design specifications. Each resident is notified two weeks prior to 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.

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

Note: 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, in no way prevents the individual unit owner from installing additional fire and entry alarm equipment dedicated to the unit.

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 reseeding, 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 areas associated with the unit. Please note that creation of new beds requires Board approval. Please complete the "Grounds Improvement Application" form and submit to the Property Manager.

Addition or removal of trees or bushes located on common property would require the approval of the Board before proceeding. Please complete the "Grounds Improvement Application" form and submit to the Property Manager.

The Association offers a cooperative program for tree and shrub plantings that are purchased and planted by unit owners. The Association will provide for reimbursement of the unit owner up to 50% of the purchase price up to a \$100 maximum. Prior approval is required for the type and the location of the tree or shrub to be planted.

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

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) 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 interior of detached garages is left unfinished. Any modifications to interior of the garage are the sole responsibility of the unit owners. Any structural modifications are not permitted.

Parking

The close proximity of neighbors and the sharing of some facilities demand the constant practice of the "Golden Rule" by each resident which is so necessary for compatible and happy condominium living. Although this applies to the observance of all condominium rules, it especially relates on a daily basis to parking.

Parking in Pickawillany is severely restricted because of lack of space and the narrowness of its service lanes. Each resident 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 pickup trucks (3/4 ton GVW or less).

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.

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 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.

Note: Parking in front of a 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 at the vehicle owners expense.

Pet Guidelines

Unlike many condominium properties, pet deposits are not required of unit owners who own dogs and/or cats. However, the unattended use of the common areas by dogs and/or cats is severely restricted. Dogs and cats are not allowed free access to the common areas; 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 the purpose of unattended use. Unit owners are responsible for removing the excrement of their dogs from the condominium property. ***Dogs are not allowed on any part of the recreational area encompassing the tot lot, park area and swimming pool.*** 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 condominium property at any time and are to be restrained within each unit owner's limited common property. Unit owners who allow their cats to roam the property will be asked to remove them from the condominium 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 unit owners to abide by the pet guidelines will result in enforcement charges not to exceed \$50.00 and/or rules violation charges will be filed with the Franklin County Prosecutor's Office.

Club/Pool House

The Club House is for the use of residents and their guests in addition to 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 may be rented for private parties and may be scheduled by contacting the Property

month. The club house may be rented for private parties and may be scheduled by contacting the Property Manager. Owners requesting to rent the Club House must be in good standing with the Association and free of arrearage of finances. Submittal of the Club House Rental Agreement is required along with a Pool House Cleaning Checklist. These may be obtained from the web sight www.littleturtle.org or the Property Manager. (Required forms: Pool House Rental Agreement and Pool House Cleaning Checklist")

It is expected that the Club House is to be cleaned and restored to same condition when the event is complete. If so, any deposits will be returned in full to the Unit Owner.

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 prior to the beginning of the swimming season. The pool may not be reserved for private events and is open to all residents during the normal hours of operation.

The pool is open to all Pickawillany residents and their guests, only. Limitations on the number of guests is imposed to ensure that no Owner/Resident is denied use and enjoyment of the pool facility at any time due to an excessive number of guests occupying the pool and deck area. Each owner is provided one pool pass. Guests of the Owner(s) are permitted, with a limit of four (4) non-occupant guests per unit during the weekdays and six (6) non-occupant guests per unit on the weekend days (Saturdays & Sundays). All guests must be accompanied by the 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 residents are entitled to have a pool pass card and are required to 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 pass card. If your pool card has been lost or misplaced, you may obtain a replacement card by written request to the management company and the fee is \$25.00 (checks made out to the Pickawillany Condominium Association).

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 resident at any time 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 only and not available for personal calls.

Privileges for residents that are not in good standing, 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.

Other daily rules for safety may be posted. 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 Lane.

Pool rules violations are subject to a maximum \$50.00 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 Area Lighting

The Common Area 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 Area lighting be disconnected from its electrical source, either by physical disconnection or electrical shutoff.

Electrical Reimbursement: In some instances Common Area 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 Association's Property Manager.

Refuse Collection and New "Blue" Recycle Containers

Our current trash collection area is GRAY. *Refuse collection days change after each holiday.* To determine the current collection day, call 645-4729. Collection days and their changes are published by the news media and on the internet (www.columbus.gov) Bulk collection (furniture, mattresses, appliances, branches, and other miscellaneous household items) can be scheduled by calling 645-TRSH. **Do not set bulk items out for pickup until the day scheduled.** Remember all trash must be set out curbside in containers provided by the city. **All containers must be returned to their inside storage areas on the day of service.**

The new blue recycle containers are picked up every other Friday. Please mark the recycle container with your address. The recycle containers must be stored inside the garage like the trash containers. **Recycle containers are not to be left outside.** They are allowed to be curbside the day of **recycle pickup only** and must be returned to the garage to avoid being in violation of the rules. If you do not plan to use them please follow the instructions to return them that were included on the inside of the lid when they were delivered.

Neighbor Disputes

Should you and a neighbor have a dispute concerning common property (parking for example), either Columbus Police, the Property Manager, or a Board member should be contacted. Should the nature of the dispute involve limited common property such as private walkways, it is your responsibility to talk to your neighbor in an effort to rectify the situation. Failing this, the Association may be contacted, and the Board will try to arbitrate any disputes. (Required form: "Formal complaint Form")

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 property. 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 areas 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 areas other than those liabilities and responsibilities required by its obligation to maintain and/or repair the limited common areas neglected by a unit owner.

Little Turtle Golf Club

Pickawillany's residents and Little Turtle Golf Club 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 areas are private to condominium residents, the golf course is private property to Little Turtle Golf Club. **Details about applying for a social membership may be obtained by calling the club at 882-5920.**

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 element 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 management company 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 areas associated with a unit. 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 element 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 prior to 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 to the unit owner under certain circumstances, as authorized by R.C.5311.18 (A)(1)(b). Refer to addendum "A" for full details.

In the event the Association incurs any reasonable attorneys' fees, return check charges, court or arbitration costs 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 organizational 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 of its out of pocket expenses. Further, such out-of-pocket expenses shall also constitute an individual Special Unit Assessment against such Owner and his or her 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, causes of action or accusations” 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, the answers to which require an opinion from legal counsel (and are beyond the knowledge of the Board and/or its property manager), the Board shall contact the Unit Owner and advise this person that the 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. Revised Rule effective 8/25/2010

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
ALARM SYSTEM MAINTENANCE
FENCE REPAIR
CEDAR SIDING CLEANING AND SEALING
CONCRETE REPAIR
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, the property is divided into zones and each zone is provided the benefits of this planned maintenance/and repair on a cyclical schedule. In addition to these planned maintenance routines, the Association makes unit owners’ requested repairs throughout the year.

It is to each unit owner’s benefit that the Association makes timely and reasonable repairs to the common property. The Association’s ability to do so, however, is dependent upon its finances, and for this reason 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 to buildings are usually budgeted on a priority basis. Structural repairs include foundations, basements, garage floors, and patio sliding glass door alignments.

B) Responsibility of the Association

The Association is responsible for the management, maintenance, repair, replacement, alteration, and improvement of the common areas and facilities, excluding the limited common areas and facilities unless otherwise indicated herein. The expense of these obligations is borne by the unit owners according to their percentage of common area 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 area lighting, pool telephone and utilities, and snow removal from lanes and parking areas. Association policy is to remove snow accumulations of 2 inches or more from lanes and parking courtyards.

Other services paid for by the Association include common area landscaping, gardening, painting and cleaning, and maintenance of the exterior siding of the buildings. Liability and casualty insurance for the common areas, 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 area 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) of garages, and the first six feet (single slab) of walk-out basement concrete patios. Unit owners, however, have certain responsibilities towards the upkeep of garages as indicated in section B.

In those instances where an individual unit owner has been negligent in maintaining or repairing limited common property, 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. Please be reminded that the Ohio Revised Code does not permit unit owners to withhold payment of their condo fees when they have a dispute with the Association.

C) Responsibilities 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 areas and facilities 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).

It should be fairly obvious that unit owners are responsible for the up-keep of their own units as defined above.

The proper operation of sump pumps (where applicable) and 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.

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 areas and facilities which include:

- all insulation within walls, ceilings, and attic;
- all glass and screens within doors, all patio glass, screen door, and window frames within the perimeter walls of each unit, all rollers, latches, handles, locks, and window sashes
- all metal 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;
- concrete and/or brick patios, courtyards, and door stoops 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 area lighting and interior walls, ceilings, and floors
- Unit owners are responsible for snow and ice removal from balconies, decks and limited common walkways.

All repair and/or replacement materials should be that of original construction. In the event that original material is not available consult the ARC for recommended replacement. Any wood replacement (i.e. deck boards, etc.) should preferably be done with natural cedar. Do not use cedar-stained lumber. 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. But any damage that the roof leak may have caused to the walls, furnishings or interior of your unit is your responsibility to repair.

While unit owners have been granted an irrevocable license to use limited common property, and it is the unit owner's responsibility to maintain and repair limited common property, the actual replacement of limited common property cannot be done without the approval of the Board. Any unauthorized limited common area replacement is subject to a maximum \$100.00 enforcement charge

Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<u>Fire Alarm System</u>	Master Panel Sensors		✓ ✓
<u>Balcony</u>	Balusters Deck Boards Handrails Joists Staining Structure Trim	✓	✓ ✓ ✓ ✓ ✓ ✓
<u>Betterments & Improvements</u>	All	✓	
<u>Chimney</u>	Chase Stack Cap Flue Flashing **	✓ ✓ ✓	✓ ✓
<u>Painting/Sealing</u>	Siding		✓
<u>Deck</u> <i>Original Main Level Deck, Kitchen Deck, Turn-about Deck</i>	Balusters Deck Boards Handrails Joists Staining Steps Structure Trim	✓	✓ ✓ ✓ ✓ ✓ ✓ ✓
<u>Doors</u>	Door Knockers Frames Hardware Hinges Locks Patio Doors	✓ ✓ ✓ ✓ ✓ ✓	
<u>Electrical</u>	Circuit Breakers Service Panel Meter Box Master Breaker Meter	✓ ✓ Other	✓ ✓ Other

Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<u>Fireplace</u>	Firebox Grates Gas Lighter Screens Damper	✓ ✓ ✓ ✓ ✓	
<u>Foundations</u>	All		✓
<u>Furnace</u>		✓	
<u>Garage</u>	Doors Hinges Locks Pulleys Cables Springs Tracks Structure Painting Roofs	✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓
<u>Gas Lines</u>	Before Meter After meter Interior of Unit	✓ ✓	✓
<u>Glass</u>	Patio Doors Window	✓ ✓	
<u>Gutters/Downspouts</u>	All		✓
<u>House Numbers</u> -	Entryway Reflective Markers	✓	✓
<u>Lawns</u>	All		✓
<u>Lights</u>	Back Patio Balcony Courtyard Front Entrance Garage Kitchen Patio Spot Lights	✓ ✓ ✓ ✓ ✓ ✓	✓ ✓ ✓

Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<u>Mailbox</u>	All	✓	
<u>Patios</u>	Back Patio (first 6 feet) Kitchen	✓	✓
<u>Plumbing</u>	Faucets After Unit Shutoff Interior Pipes Spigots Before Unit Shutoff Underground Sewage	✓ ✓ ✓ ✓	✓ ✓
<u>Property Damage</u>	Common Property Interior Limited Common Property	✓ ✓	✓
<u>Roofs</u>	Common Areas Limited Common Areas		✓ ✓
<u>Shrubs</u>	Common Areas Limited Common Areas	✓	✓
<u>Sidewalks</u>	All		✓
<u>Snow Removal</u>	Parking Areas Sidewalks Roads	✓	✓ ✓
<u>Steps</u>	Balcony Patio		✓ ✓
<u>Stoops</u>		✓	
<u>Trees</u>	Common Areas Limited Common Areas	✓	✓
<u>Walls</u>	Exterior Interior	✓	✓
<u>Water</u>		✓	

Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
<u>Windows</u>	Frames	✓	
	Glass	✓	
	Locks	✓	
	Sashes	✓	
<u>Wiring</u>	After Electrical Meter	✓	
	Before Electrical Meter		✓
	Telephone	✓	
	Underground		✓

** 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 wood framed and surfaced chimney chase is flashing (rectangular and flat).

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 Management Company. 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, By Laws and standing Handbook. The Unit Owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.

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 Handbook 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 Management Company. 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.

Selling Your Unit

If you sell your Unit, it is your responsibility to notify the Management Company 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 of record responsibility to make certain the condition of the Unit, inside and out, complies with the Declaration and Handbook 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.

Appendix A

GENERAL GUIDELINES FOR DECKS, BALCONIES **PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION**

The Board of Directors must approve any improvements done on the exterior of the unit inclusive of any common area.

A Request to Modify Limited Common Property form must be completed and submitted to the Property Manager with neighbors approval and (2) sets of detailed plans. Detailed plans must show the foundation plan, size of deck and the joist/deck layout, deck elevation showing 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) handrails.

- If the unit owner is using a contractor, a copy of the contractor's license and liability insurance coverage will be required.
- If the unit owner is performing the work a deposit will be required for \$250 in order to help insure against damages to common property. This deposit will be refunded upon completion of the project when no such damage occurs. The unit owner is liable for any and all damages during construction.

If the plans are approved or denied the applicant will be notified in writing to proceed or not.

The applicant will be responsible for applying to the City of Columbus for any necessary permits. It is up to the resident 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.

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 same procedure is to be followed for resubmission.

Any resident delinquent in Association fees will not have their plans reviewed until said Association fees are paid in full inclusive of any late fees or legal fees.

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

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.

Contact OOPS 800-382-2784 prior to digging. OOPS will come out and locate buried utility lines as a free service.

GENERAL GUIDELINES FOR DECK AND BALCONY REPAIRS OR NEW DECKS

- Only pressure-treated lumber (e.g. 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 resident'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.

Appendix B

Satellite Dish Installation

PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

According to FCC regulations, owners have the right to install satellite dishes in their limited common area. 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 prior to installation of the dish by use of the **Notice to Install Satellite Dish** form.
- 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 area (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 area, inclusive of top of fences and balconies in limited common area. The installation of the satellite dish or antenna can not cause any destruction of limited or common area, i.e. concrete walkways, asphalt, driveways, gardens, etc.
 - Usual and customary construction techniques are to be used for the installation of wiring.
 - When any wood is penetrated, the penetrations must be sealed in a water tight and fire resistant manner.
 - Wiring cannot be glued to the exterior of the unit.
- 4) 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 owner's expense or request that the owner relocate the dish.
- 6) Any satellite dish installed prior to September 26, 2007 is exempted from the rule #3. **

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 the unit owner that installed the dish or future unit owner. By installing a dish, the 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 owner agrees that he, she or they shall be fully responsible to insure, repair and maintain the dish. The owner agrees that he, she or 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, a 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.

**Prior to this revision, the Association allowed as an exception roof installation for reception purposes. This was changed to conform to recent FCC rulings and to protect the exterior of the buildings.

Note: Due to reception special considerations may be need to accommodate a particular installation. It is 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.

Appendix C

Window and Sliding Glass Door Replacement

PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

The Board of Managers have reviewed the existing conditions of the Windows and sliding glass doors and have developed the following criteria for the replacement of windows and sliding doors.

Any homeowner delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full.

If all of the following criteria are met, unit owners may submit the Request to Modify Common Property with the standard requirements to the Property Manager. This will be referred to the Board and/or Architectural Review Committee for review of the information to be certain all criteria of approved replacement doors/windows are met. If all the criteria are met, the Board will advise the unit owner to proceed.

The following requirement must be submitted to the Property Manager.

- ***Request to Modify Limited Common Property***
- ***Complete specifications including window or sliding door sizes, all measurements, and window or door construction.***
- ***Deposit Check (if required)***

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 brown) 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 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.

NOTE:

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

Unit Owner is responsible for any damages to common elements during the installation.

Currently approved Vendors for Windows and Sliding Glass Doors

Rosati Windows www.rosatiwindows.com

Precisions Doors www.precisionentry.com

Marvin Windows www.marvin.com

Andersen or Home Depot Andersen 100 Series Windows (w/bronze exterior trim)

Note: These vendors have experience and history with Pickawillany and do not require a deposit prior to installation.

Appendix D

Guidelines for Installing a Rain Barrel

PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

Any resident delinquent in Association fees will not have their plans reviewed until said Association fees are paid in full inclusive of any late fees or legal fees.

- 1) The style of the rain barrel will be at the discretion of the unit owner for approval by the Board.
- 2) The color of the rain barrel must be in earth tones. If painted, an adhesion primer (for example, Rust-Oleum Plastic Primer Specialty or Sherwin Williams XIM400 Adhesive) and painted in bark to match the trim on the buildings.
- 3) The placement of the rain barrel is at the discretion of the unit owner for approval by the Board. The board recommends placement in limited common areas or discrete locations (rear or side of the units, back of garages, generally out of public view).
- 4) The rain barrels must have a solid base to be provided by the resident.
- 5) The base may be constructed of landscape blocks or stone or engineered products such as stacked concrete (cinder) block. A single slab of landscape block is recommended for both beneath and top of the stacked block. If a raised wood platform is used, the base must be covered in cedar to match the siding of the building and stained to match the building.
- 6) The rain barrels may be placed at ground level (with a solid base between the ground and the barrel) or raised with a platform.
- 7) The rain barrel must be a “closed system” (e.g. must have a tight fitting lid and a spigot).
- 8) Water hoses must be stored off the ground.
- 9) The initial connection to the drainage pipe will be handled by our maintenance personnel between 8:30 AM and 4:30 PM, Monday-Friday. Our Property manager will invoice the homeowner directly. Please contact our Property Manager to make an appointment for the initial connection.
- 10) Disconnections in the fall and reconnections in the spring will be the responsibility of the owner under the supervision of the Grounds Committee. Please contact the chairperson for the Grounds Committee on or about April 15th and November 15th to arrange.
- 11) A Request to Install a Rain Barrel must be completed by the owner and submitted to the Property Manager prior to starting the process.**
- 12) The inspection will be in two parts – first to inspect the platform to be certain it is level and second to inspect the barrel once it is installed on the platform.

Please refer to our website (www.littleturtle.org) for the Request to Install a Rain Barrel forms to be submitted to the Property Manager.

Appendix E

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 provided by the Board. Such agreement shall be in writing, shall provide for a lease term of twelve (12) months, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and Regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the condominium organizational documents and lawful Rules and Regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the tenant of any covenant, condition or restriction contained in the Declaration, or the Bylaws of the Association, or the Rules and Regulations of the Association, all as lawfully amended from time to time. All such

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's 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 forth 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.

Appendix F

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 colors that have been approved are manufactured by Sherwin Williams and/or Home Depot. *Paint color chips are available through the ARC or the Property Manager. 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 prior to painting. The approved paint colors are shown below.

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

The colors shown above are either available at Sherwin Williams or Home Depot.

Note: Gas meters, air conditioners, etc. may be repainted using Sherwin Williams Hot Cocoa #6047
To find a Sherwin Williams location, go to www.sherwinwilliams.com

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 approval from the board.

Approved modified front door: the exterior panel of the entry door may be altered to a common block 6 panel design (see illustration) chosen by the Unit Owner with the provision that current condominium certifications and ratings for fire safety be adhered to. This door may be installed at anytime without prior approval from the board.



6 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 be adhered to.

Any other design alteration for a front entry door will require prior Board approval.

Request to Modify Limited Common Property

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: _____

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: _____

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

Approval Date: _____

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

Request to Modify Limited Common Property

Pickawillany Condominium Unit Owners Association

Approval of Adjoining Neighbors

(As needed)

Name of Resident Requesting Modifications

Street Address of Resident Requesting Modifications

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

X _____
Signature

Printed Name and Address of Approving Neighbor

X _____
Signature

Printed Name and Address of Approving Neighbor

Request to Install Satellite Dish

Pickawillany Condominium Unit Owners Association

YOU WILL BE CONTACTED IF ADDITIONAL INFORMATION IS NEEDED.

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 intent to install a Satellite Dish:

Intended Location: _____

Note: The roof is not an acceptable location for dish installation. If special considerations are required and not covered in Appendix B 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 Architectural Review Committee for additional review and assistance.

Request to Install Rain Barrel

Pickawillany Condominium Unit Owners Association

YOU WILL BE CONTACTED IF ADDITIONAL INFORMATION IS NEEDED.

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 intent to install a Rain Barrel:

Intended Location: _____

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 Architectural Review Committee for additional review and assistance.

POOL HOUSE RENTAL AGREEMENT

PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

Pool House Rental is available from 9:00 am until 11:30pm

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

- 1) Submit two (2) separate checks made out to the Pickawillany Condo Association. One is for a **non-refundable rental amount of \$50.00** and a **refundable deposit of \$100.00 check is due at the time of the reservation.** Deposit to be refunded provided there are no special costs or damages to the pool, pool deck, clubhouse, equipment, or furniture, etc.
- 2) A full refund of deposit provided event is cancelled 48 hours in advance of the event.
- 3) Reservations for the pool house may be made by owners only. Residents must be present throughout 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 anticipated.
- 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) Residents agree to **completely** clean up pool deck and pool house, remove trash, turn off lights and fans, and return furniture to where it belongs prior to 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) 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**.

Resident 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 Pool House Rental: _____

Deposit received: _____ Amount: _____

POOL HOUSE CLEANING CHECKLIST

PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

	Acceptable	Not Acceptable	Minimum Charge	Task Complete
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 clubhouse on this ____ day of _____, 20____, and agree to its condition and Cleanliness as noted:

 Lessee

 Pool House Coordinator

Grounds Improvement Application

Pickawillany Condominium Unit Owners Association

PLEASE PROVIDE:

- **THE SPECIFIC TYPE OF PLANT OR PLANTS**
- **THE PROPOSED LOCATION OF THE PLANT OR PLANTS**
- **A LANDSCAPE PLAN (DRAWING) OF THE PROPOSED PLANTING INCLUDING THE DIMENSIONS OF THE NEW PLANTINGS IN RELATION TO THE UNIT.**

YOU WILL BE CONTACTED IF ADDITIONAL INFORMATION IS NEEDED.

Date: _____

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

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

Please check one of the following:

< I will do the work myself. < A professional will do the work.

Est. Starting Date: _____ Est. Completion Date: _____

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

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

Mail: 6255 Corporate Center Drive, Dublin, Ohio 43016

Fax: (614) 799-8338

Email: khorvath@casebowen.com

Approval Date:

Formal Complaint

PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

VIOLATOR(S):

Name (if known): _____

Address: _____

VIOLATION(S):(describe,nature,location,time,date,etc.)

Signature

Print Name

Address

Date

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

Mail: 6255 Corporate Center Drive, Dublin, Ohio 43016

Fax: (614) 799-8338

Email: khorvath@casebowen.com

Please note: Anonymous complaints, by Ohio Law, will not be investigated or reviewed by the Board of Directors.

ASSOCIATION DIRECTORY

PICKAWILLANY CONDOMINIUM UNIT OWNERS

If you wish to be in the community directory, we need your written permission for your personal information to be included. Please check one, sign below and return to _____ (see address below). Your permission will be kept on file for future directories until revoked by returning this form as indicated below.

_____ I give my permission to include the following information in the Directory.

_____ I prefer NOT to have my information included in the directory.

Print
Name(s) _____ Address _____

Others living in your home _____

Home phone _____ Cell _____

e-mail address(s) _____

Special interest(s) (cycling, walking, book club, games, day trips, cultural events, etc.)

Signature _____

Return to NAME
ADDRESS
(PHONE)