



Resident's Manual

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

Revision No. 11

2025

Pickawillany Resident's Manual

Originally compiled in 1984 By Bob Borel

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Authority

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

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

The Pickawillany Condominium Unit Owners Association, Board of Directors does hereby move, LET IT BE RESOLVED, that the 2025 edition of the Residents Manual, incorporating the resolutions of the Board of Directors, does hereby constitute the rules of the Pickawillany Condominium Unit Owners Association, and shall be used for any and all purposes of business hereto, and by this authority, supersede and replace any and all previous revisions. Motion seconded, passed and hereby recorded by the Secretary of the Association in the minutes dated the 24th day of September 2025.

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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, Apogee and the Unit Owners of the PCUOA , we would like to take the opportunity to welcome you to the community.

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

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

Welcome Home!

The Pickawillany Board of Directors

Glossary of Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Glossary of Terms Continued:

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

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

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

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

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

Purpose

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

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) 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 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 Community Association Manager

The Community Association Manager Company retained by this Board is:

Apogee Property Management

5100 Bradenton Avenue

Suite E

Dublin OH 43017

(614) 725-3095

<https://apogeepm.com/>

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

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

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

Operations

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

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

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

The Board of Directors

A condominium is a complex comprised of units established under Section 5311, Ohio Revised Code, and organized around a common plan to governance as set forth in the Declaration and Bylaws as amended. By Ohio Law and the Pickawillany Condominium Unit Owners Association Bylaws, the Board of Directors (the Board) is responsible for the operation and management of the Common Elements of the community and the Association affairs. The Board has ultimate authority to make decisions and promulgate rules and regulations to create a harmonious living environment and help maintain the property.

Meetings

Association Meetings: The Board of Directors usually meets on the fourth Wednesday each month to review the Association's finances and operations. Unit Owners are invited to attend when the meeting is open. Unit Owners are encouraged to submit their comments and suggestions in writing to the Community Association Manager to present to the Board.

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

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

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

Committees

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

Rules and Regulations

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

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

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

The first violation of a rule may be cited, and a warning letter may be sent to the Unit Owner. Any Unit Owner receiving a letter of violation has the option of complying with the rules and regulations of the community or submitting a letter to the Community Association Manager disputing the legitimacy of the complaint. Any Unit owner wishing to dispute a cited violation is entitled to a hearing with the Board if prior reconciliation is not successful. If the Board determines that the complaint is illegitimate or outside the governance of the Association,

the Board will consider the Issue “closed.” If the Board determines that the complaint is legitimate, the Unit Owner will be advised to comply within a stated time period. If the Unit Owner does not comply within the allotted time, the Board may engage someone to perform the work necessary and bill the Unit Owner for the cost including any administration or enforcement charge.

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

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

Financial Matters

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

Each year, on or before December 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. On or about December 15th of each year, the Unit Owners receive a copy of the Board approved budget and are advised of their assessment which is payable in 12 equal monthly installments.

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

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

Delinquencies: After the 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 Unit Owner submitting plans for improvements that are delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full.

The Board shall have the right, power and authority to suspend the voting rights and pool privileges of a Unit Owner during any period in which they are in default in paying condominium fees, charges or any assessment levied by the Association. The Unit Owner's Association privileges will be suspended until the account becomes current. Late notices will be sent to all Unit Owners who have an outstanding balance of one month's assessment and have not paid within the grace period.

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

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

Insurance

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

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

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

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

Utilities

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

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

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

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

Water Meters - Water meters are the responsibility of the Unit Owner

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

Common Elements

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

- All plants and grassy areas are left undisturbed.
- Neither firearms nor air guns are discharged.
- Refuse is placed in city-provided garbage cans for pickup by the Columbus Sanitation Department. Little Turtle is the GRAY collection area (614.645.3111). Collection days and their changes are on the Internet (<http://www.columbus.gov>)
- No containers of any type are permanently stored in visible areas.
- Bikes and motorbikes are ridden on paved surfaces only, with racing and reckless operation prohibited.
- Common sidewalks, driveways, entrances, and passageways are kept unobstructed and are not used as play areas.
- Any damage to the Common Elements caused by a Unit Owner, guest or renter of a Unit Owner, will be repaired at the expense of that Unit Owner.
- No soliciting is allowed.
- Pet guidelines are rigidly followed. *Reference Pet Guidelines, Page 19*
- No permanent decorative ornaments or fixtures shall be affixed to Common Elements, i.e. siding, fencing or wing walls.

Common Elements rule violations are subject to an enforcement charge.

Limited Common Elements

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

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

- No awnings, shutters, or any other permanent ornaments or devices are permitted in the Limited Common Elements. **However, canopies, awnings, umbrellas and other seasonal free-standing structures are permitted, but should be properly cared for and removed during off-season periods. All unkempt or unsightly devices will be cited for removal.**
- Do not 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 causing damage to the wood. Any original deck damage due to carpeting is the Unit Owner’s responsibility to repair.
- Do not add soil above the bottom fence line in enclosed patio areas.
- No open-flame devices (such as wood, coal, charcoal and liquid burning, i.e. fire pits, free standing fire tables, chimera, campfires, yard candles and tiki torches) are not allowed in our community as we are surrounded by trees and cedar siding. Charcoal devices designed expressly for cooking are permitted with a minimum safe distance of not less than 10 feet from any combustible surface or overhang.
- Natural gas, propane or butane devices are permitted as provided by local fire codes or ordinances pertaining to the community.
- Operation of any open flame devices within a garage, under an overhang or eve of a building, or under a

canopy of any type is expressly prohibited. Any damage incurred to the unit, surrounding units, Common or Limited Common Elements due to the operation of an open flame device is the Unit Owner's responsibility.

- Do not place, use, keep, store or maintain any upholstered furniture not manufactured for outdoor use, including, without limitation, upholstered chairs, upholstered couches, mattresses, outside. Patio furniture is treated for exposure to rain, sun or other elements.

Do not make any modification to Limited Common Elements without prior review and subsequent approval by the Board. Limited Common Elements rule violations are subject to an enforcement charge unless otherwise indicated in this manual.

Limited Common Elements Modifications

All exterior unit modifications must be in keeping with the character of the community and must be approved BEFORE any such work is done.

For planned exterior unit modifications to be considered by the Board, the Unit Owner must submit a completed Request to Modify Limited Common Elements form (Page 34) to the Community Association Manager along with appropriate supporting materials. The Unit Owner is responsible, hereafter and in perpetuity, for the maintenance of all exterior unit modifications.

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

Security Cameras: Exterior Security Cameras shall be permitted with guidelines followed below.

1. The size of cameras must be similar size to Ring or Nest brand cameras no greater than 5x5x6.
2. Exterior cameras can only be mounted on the wood structure component or frame. Under **NO** circumstances can any camera be attached to the roof.
3. The angle of the camera can only point to observe the grounds/common elements and not be pointed at such an angle toward the window or door of any other unit.
4. The angle of any exterior camera cannot be pointed as to violate the privacy of any other unit. Interior cameras pointed to the outside grounds are also permitted following the angle of observations above.
5. Any and all damages caused by the installation of the security camera or cameras will be the responsibility of the unit owner.
6. Upon the sale of the unit, unless there is an agreement in writing with the new owner, the camera or cameras must be removed, and any damage be resolved by the unit owner prior to closing.

- 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 annual and perennial flowers in any existing planting bed. Cooperation with neighbors is encouraged. *Ivy is not permitted to grow on fences and/or siding as it damages the wood.*

Please note that any creation of new beds requires Board approval. Required Form: Ground Improvement Application, p. 36. It is strongly recommended that all plants, shrubs, and trees be native to Ohio.

- 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 damage.
- Birdhouses on poles or hung in trees are encouraged but are not to be attached to the siding of the building. Bird feeders should be squirrel-proof and the areas below the feeders kept clean.
- Guidelines for gazebos are shown below. Required Forms: Request to Modify Limited Common Elements and Request to Modify Limited Common Elements-Neighbors' Approval (pgs.35 and 36) must be submitted before purchasing and installing a gazebo.

1. The size of the gazebo should be in proportion to the deck.
 2. The color of the gazebo, roof and side curtains should blend with the cedar siding.
 3. The gazebo can be constructed with metal or wooden posts. If the gazebo has wooden posts, they must be stained to match the cedar siding.
 4. The gazebo may not be installed in the grassy area.
 5. The gazebo must be kept in good condition.
 6. The gazebo must be properly secured but not permanently installed.
- Front doors to units may be painted in any one of several approved colors. *Reference Page 33.*
 - Flat steel front doors to units may be replaced without prior Board approval. All other styles of front doors must be submitted for Board approval. *Reference Page 33*
 - Storm doors have been approved by the Board. They must be dark bronze in color and must be attached to the existing door frame. They should be of the "full view" variety with as little concealing metal as possible. Unit owners may replace front door hardware (locks, doorknobs, etc.) with hardware of their choice.
 - Exterior lighting fixtures contained within the Limited Common Elements associated with the unit may be changed or replaced at the Unit Owner's expense (e.g. vestibule, enclosed courtyard, back upper balcony and back lower deck). These must be wall mount units but are the discretion of the Unit Owner.
 - Gas meters and air conditioners may be repainted. Ask the Community Association Manager for the approved color of paint. (Dark Bronze has been approved)
 - Mailboxes and unit address numbers, excluding reflective numbers installed to help emergency responders, may be replaced at the discretion of the Unit Owner, but replacements must be positioned in the original location of these items: unit address numbers below the vestibule light, mailbox below the unit address.
 - Landscape lighting is permitted in Limited Common Elements associated with the unit provided lighting fixtures are maintained property.

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

- **Decks /Deck** additions and expansions are encouraged and given serious consideration. Because decks are built on Limited Common Elements, strict construction methods with quality material are enforced. **Responsibility for the deck once it has been built or altered is the Unit Owner's and any subsequent Unit Owner's.** Any plans for adding or expanding a deck to your unit must be submitted to the Community Association Manager for review by the Board. There are no exceptions. Please review "General Guidelines for Decks and Balconies, page 29. *Required Forms: "Request to Modify Limited Common Element (page 34) and "Neighbor's Approval" (page 35) with detailed construction drawings of the proposed deck.*
- **Satellite Dishes** – Should a Unit Owner wish to install a satellite dish, the Unit Owner shall review "Satellite Dish Installation" instructions (page 30) before installation. Installation should be limited to the Limited Common Elements and are subject to FCC guidelines and the codes and regulations of any governing agency. Unit Owners will be responsible for obtaining any permits as required by law. *Required form: "Notice to Install a Satellite Dish" (page 31)*
- **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, or chase construction.
- **Fireplaces** - Any fireplace alterations or modifications must be submitted in writing with detailed drawings to the Community Association Manager. Any alterations or modifications to the existing fireplace construction without the Board approval will be removed by the Association at the Unit Owner's expense. *Required Form: "Request to Modify Limited Common Elements" (page 34)*
- **Patios** - Each unit has an enclosed patio off the kitchen, this patio was originally constructed of concrete which may have been modified or replaced with different construction materials, such as flagstone. However, proper drainage away from the unit must be maintained. *Required Form: "Request to Modify Limited Common Elements" (page 34)*

- **Hot Tubs** - Unit Owners who wish to install a hot tub within their Limited Common Elements may do so with Board approval. The electrical, gas, or propane requirements of hot tubs are of concern to the Association and the Association's insurance company. *Required Form: "Request to Modify Limited Common Elements" (page 34)*
- **Storm Windows/Patio Storm Doors** - As a rule, outside storm windows and patio storm doors are not approved for units. Proper installation on these "add-on" requires modification to the existing Common Elements which may impair the Association's ability to do building maintenance.
- **Window and Sliding Glass Door Replacement** - Window and patio sliding glass door replacements of any approved type (including frames) are allowed. A list of preferred vendors who have replaced windows and sliding glass doors in the community are shown on page 32. *Required Form: "Request to Modify Limited Common Elements" (page 34)*
- **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 preauthorization.

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

Insects and Rodents

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

Rodents: All animals (squirrels, gophers, mice, etc.) are the responsibility of the Unit Owner. Should a small animal enter a unit, the Association will make a reasonable effort to repair the exterior siding holes on the building in a *timely manner* when work orders are placed with the Community Association Manager. It is the Unit Owner's responsibility to remove the small animal or rodent.

Flag Policy

The Association permits the display of flags in accordance to Ohio Law and does not prohibit displaying the U.S. flag, the state flag, or the POW/MIA flag.

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

Interior Improvements

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

Fire Alarms

All buildings in Pickawillany are equipped with multi-unit fire alarm system for the safety and protection of all units. All units are equipped with a state-of-the-art Maxsys comprehensive fire detection and alarm system consisting of three photo-electric smoke detectors, an alarm horn, and heat detector in the attic, rate-of-rise heat sensors, one located in the basement (or in the utility room in the flats or two-story units), and one in the attached garages. Every building has a

main alarm control panel with a battery backup located in one unit of the building. There is a keyboard on the exterior of every building which displays the unit and floor (attic, upper level, main level, and 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 keyboard. 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 location of the outdoor keyboard.*

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 keyboard and a beeping every 1020 seconds. The monitoring company will detect the trouble and report it to alarm company; the alarm company will correct the problem.

Allow the Fire Department Officer-in-Charge to reset the alarm panel and reactivate the alarm system. IF the Fire Department was 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 Community Association Manager and they will make arrangements with the alarm company to investigate. The monitoring of the system for fires will continue even when the trouble alert (amber light) is shown.

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

The multi-unit alarm is for the safety and protection of all units and any part missing or damaged may result in failure or malfunction of the alarm system. **If anyone is found tampering with the multi-unit fire alarm system they will be subject to the actual cost of any repairs plus enforcement charges.** The existence of this unit does not prevent the individual Unit Owner from installing additional fire and entry alarm equipment dedicated to the unit.

Lockboxes

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

The use of the lockbox is not mandatory, but the box may not be removed. If a Unit Owner chooses not to establish a secure code, emergency services may have to force the front door in an emergency. To establish a code for the lock box, contact Secure-A-Key directly at secureakey@woh.rr.com or by phone at 937.408.8761.

A \$200 fee will be applied to the Unit Owner's account when a unit is going to be put on the market. If the lock-box is still installed and intact, the fee will be removed. If the lockbox has been reported damaged and Secure-A-Key determines

the damage is not mechanical, then the \$200 fee for replacement will be added to the unit owner's account. This fee will be regarded as a fine and subject to collection rules the same as any other fine assessment.

Grounds and Landscape

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

Unit owners are encouraged to plant and care for existing planting beds located within the Limited Common Elements associated with the unit. Please note that creation of new beds requires Board approval. Required form: "Grounds Improvement Application" (page 36). Ohio law requires that anyone digging contact O.U.P.S. (a free service) at least 48 hours before beginning their work or access the "Homeowners" tab at www.oups.org. Ohio Revised Code: 3781.29 A. Private lines: CST Utilities 614.801.9600 or Ground Penetrating Radar 614.400.6889.

Addition or removal of trees or bushes located on Common Elements requires the approval of the Board before proceeding. *Required form: "Grounds Improvement Application" (page 36)*

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

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

Garages

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

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

If a Unit Owner would like to obtain a metal door, contact the Community Association Manager to obtain the contact information to order a metal door. When the Unit Owner submits the receipt for the new door, they will be reimbursed when funds are available. **Once the new metal door has been installed the unit owner then takes ownership of the door, the Association will not be responsible for repairs.**

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

Parking

According to the PCUOA Declarations, on page 18, section "N. Vehicles. The Board may promulgate rules and regulation restricting or prohibiting the parking of automobiles, inoperable vehicles, unlicensed vehicles, trucks, boats, and recreational vehicles on the condominium property, or parts thereof, and may enforce such regulations

or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.” Parking in Pickawillany is severely restricted because of the lack of space and the narrowness of its service lanes. Each Unit Owner is provided with 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 (¾ ton GVW or less).

No one may park a vehicle that by the fact of its size and or method of parking blocks access to a dumpster in a manner that prevents the servicing company from emptying it or otherwise blocks access to common elements in a manner that, in complete discretion of the Board, interferes with the maintenance of the Condominium.

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*. Blue Jacket Road should be used for guest parking. Parking maps are viewable on our website www.littleturtle.org/parking.html

***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 the vehicle at the owner’s expense.

Parking on Pickawillany’s service lanes is prohibited. Any vehicles illegally parked in Fire Lanes, Yellow Zones, Blocking Dumpster, Blocking Contractors from doing their work will be towed at the owner’s expense and their account will be accessed towing fee.

The parking of RV’s, boats, boat trailers and the like is not permitted in Pickawillany.

Pet Guidelines

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

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

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

Club House

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

Unit Owners requesting to rent the Club House must be in good standing with the Association and free of arrearage of finances and submit the signed rental agreement to the Community Association Manager with a check payable to the Pickawillany Condo Association for a refundable deposit of \$150.00. The deposit will be refunded provided there is no damage to the pool, pool deck, club house, equipment, or furniture, etc. It is expected that the Club House will be cleaned and restored to same condition when the event is complete.

Required Forms: “Club House Rental Agreement” and “Club House Cleaning Checklist,” pages 37-38.

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

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

The Pool/Club house entry door is equipped with a pass card entry system. All Unit Owners are required to have a pool pass card and use the same for entry into the pool during the posted open hours of operation. The entry gate and the double doors to the pool area must always remain latched. This is not just a community guideline, it is a requirement from the City of Columbus Health Department, per Ohio Laws and Rules in effect at the time. Failure to keep the pool area secure can result in fines or the pool being closed by the city. Please make sure to: Do not prop open the pool gate or doors for any reason. Ensure the doors close and latch securely behind you when entering or exiting. Do not allow others to enter behind you unless they have their own access key. These rules are in place for everyone's safety, including the safety of children, and to maintain compliance with local regulations. Thank you for your attention and cooperation in keeping our pool safe and open for all residents. Please contact the Community Association Manager to obtain and register your pool pass card. If your pool card has been lost or misplaced, you may obtain a replacement card by written request to the Community Association Manager; the fee is \$25.00 (checks payable to the Pickawillany Condominium Unit Owners Association).

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

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

A red emergency telephone is provided for emergency use only and is located on the side of the pool house building just outside the equipment room. This is a direct dial 9-1-1 telephone and not available for personal calls. Other daily rules for safety may be 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.

Pool rules violations are subject to an enforcement charge and/or suspension of all pool privileges for the swimming season.

Common Elements Lighting

The Common Elements lighting consists of streetlights, 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 Community Association Manager. At no time should any Common Elements lighting be disconnected from its electrical source, either by physical disconnection or electrical shutoff.

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

Refuse, Recycling, Bulk Pick Up and Yard Waste Collection

Refuse collection for our area is the GRAY collection center. Refuse collection days move forward one day after each holiday. Collection days and their changes are available on the Internet:

<https://311.columbus.gov/AddrLookupnew.aspx>. All refuse must be set out curbside in containers provided by the City by 6:00 AM on the day of pickup.

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

Yard waste collection is no longer being done by the City of Columbus, any changes will be posted in Turtle Talk.

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

Neighbor Disputes

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

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

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

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

Golf Course at Little Turtle

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

Signs

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

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

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

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

Personal Items

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

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

Legal Fees

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

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

Further, if the Association is forced to defend itself in any legal forum as a result of acts caused by a Unit Owner and if the Association prevails in this forum so that the charges, causes of action or accusations caused by the Unit Owner are dismissed, such "charges of action or accusation" shall be considered unlawful or legally unjustified and trigger the application of this rule. Further, in the event a Unit Owner asks questions regarding the governance of the Condominium Property, its organizational documents or Ohio condominium law which require an opinion from legal counsel and the answers are beyond the knowledge of the Board and/or its Community Association Manager, the Board shall contact the Unit Owner and advise that the Unit Owner should retain an attorney privately to answer his questions. If the Unit Owner chooses not to retain private counsel and yet demands that the Board answer his questions, the Board shall use the Association's counsel to answer the owner's questions at the Unit Owner's expense.

Management, Maintenance, Repair, Alterations, Improvements

A) Routine Building Maintenance

Each year the Association provides maintenance inspections and makes building repairs on a planned basis.

There are several areas of planned maintenance and repair that are on-going throughout the year. These are *SIDING REPAIR, ALARM SYSTEM MAINTENANCE, FENCE REPAIR CEDAR SIDING CLEANING AND SEALING, and 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 cost prohibitive. For this reason, planned maintenance and repair is performed on a cyclical schedule. In addition to those planned maintenance routines, the Association makes Unit Owners' requested repairs through the year.

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

B) Responsibility of the Association

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

There are a number of common services that the Association provides for the benefit of all Unit Owners and for which the Association prepares an annual operating budget. The Association provides and pays the costs of electricity for Common Elements lighting, pool telephone and utilities, and snow removal from lanes and parking areas. Association policy is to remove snow accumulations of two inches or more from lanes and parking courtyards. Other services paid for by the Association include Common Elements landscaping, gardening, painting, staining, cleaning and maintenance of the exterior siding of the buildings. Liability and casualty insurance for the Common Elements, the expense of collecting bad debts from delinquent Unit Owners and retaining legal counsel are all common expenses paid by the Association.

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

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

C) Responsibility of Unit Owners

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

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

3) the basement (where applicable). The proper operation of sump pumps (where applicable), floor drains and the winterizing of outdoor spigots, for example, not only ensures the immediate safety and security of the unit, but also that of neighboring units. It is the responsibility of Unit Owners with sump pumps to exercise reasonable care to prevent the buildup of silt in their unit's weep system by keeping sump pumps in good operating condition. Any weep system repairs caused by Unit Owner neglect of the sump pump is the responsibility of that Unit Owner. Refer to General Information, Maintenance and Safety Tips, under Documents on our website. littleturtle.org Unit Owners have other responsibilities as well. There are certain perimeter or outside areas and facilities that are also the responsibility of each Unit Owner to keep in reasonable repair. These are the Limited Common Elements which include:

- All insulation within walls, ceilings, and attic;
- All patio doors (sliders), storm and screen doors, window screens and frames within the perimeter walls of each unit, all rollers, latches, handles, locks and window sashes. (The Association will not be responsible for maintenance or repairs to the slider doors (frame and glass) under any circumstances, including if the Association has repaired the flashing or surrounding area.);
- All front doors and door frames, all hinges, latches, handles, locks, and door knockers.
- All ducts and plumbing, electrical equipment and appurtenances, cable, conduit, telephone and electrical wiring, and other fixtures, including heating and air conditioning systems and control devices located within the bounds of each unit or which serve only that unit, excluding the outside building electrical service firebox but not its contents;
- All balconies and patio decks, including balcony/deck boards but excluding joists, joist hangers and railing;
- Devices located within the bounds of each unit or which serve only that unit, excluding the outside building electrical service firebox but not its contents;
- All balconies and patio decks, including balcony/deck boards but excluding joists, joist hangers and railing;
- Concrete and/or brick patios and courtyards which serve each unit, excluding the first six feet of walk-out basement concrete patios;
- *Metal garage doors* including but not limited to hinges, locks, springs, and pulleys and *excluding wooden garage doors, their tracks, and the structural components of the garage itself*;
- fireplaces, including but not limited to chimneys, flues, screens, dampers, grates, fireboxes, spark arrestors, gas lighters, and chimney caps;
- Sump pump and outside water spigots;
- Patio, garage, and vestibule lighting fixtures, excluding Common Elements lighting;
- Interior walls, ceilings, and floors;
- Snow and ice removal from balconies, decks and Limited Common Elements walkways.

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

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

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

Any unauthorized Limited Common Elements replacement is subject to an enforcement charge.

Checklist of Maintenance Responsibilities

Item	Description	Owner	Association
Balcony	Balusters Deck Boards Handrails Joists Staining Structure Trim	X	X X X X X X
Betterments & Improvements	All	X	
Chimney	Chase Cover Flashing ** Flue Stack	X	X X
Cleaning/Sealing	Siding		X
Deck Original Main Level Deck Kitchen Deck, Turn-About Deck	Balusters Deck Boards Handrails Joists Staining Steps Structure Trim	X X	X X X X X X
Doors	Door Knockers Frames Hardware Hinges Locks Patio Doors	X X X X X X	
Electrical	Circuit Breakers Master Breaker Meter Meter Box But Not Its Contents Electrical Service Panel/Load Center Any Electrical Line Servicing the Unit Owner Only	X X X	Other X X

** 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).

<i>Item</i>	<i>Description</i>	<i>Owner</i>	<i>Association</i>
Fire Alarm System Master	Master Panel Sensors		X X
Fireplace	Damper Fire Box Gas Lighter Grates Screens	X X X X X	
Foundations	All		X
Furnace		X	
Garage	Cables Doors (Wood) Hinges (Wood) Locks (Wood) Painting (Wood) Pulleys (Wood) Roofs Springs (Wood) Structure (Siding, Roofing, Floors & Foundations) Tracks	X X X X	X X X X X
Gas Lines	Before Meter After Meter Interior of Unit Meter	X X	X Other
Glass	Patio Doors Windows	X X	
Gutters/Downspouts	All		X
House Numbers	Entryway Reflective Marker Numbers	X	X
Lawns	All		X

Lights	Back Patio Balcony Courtyard Front Entrance Garage Kitchen Patio Garage Peak Light	X X X	X X
Mailbox	All	X	
Patios	Back Patio (first six feet) Kitchen		X X

<i>Item</i>	<i>Description</i>	<i>Owner</i>	<i>Association</i>
Plumbing	After Unit Shutoff Before Unit Shutoff Faucets Interior Pipes Spigots Underground Sewage Main Water Meter Water Meter Interior & all Interior Lines	X X X X X	X X X
Property Damage	Common Elements Interior Limited Common Elements	X	X X
Roofs	Common Elements Limited Common Elements		X X
Sewer	Blockage Affecting Unit Owner Only Blockage Affecting Two or More Units	X	X
Shrubs	Common Elements Limited Common Elements	X	X
Sidewalks	All		X
Snow Removal	Parking Areas Sidewalks Roads	X	X X
Steps	Balcony Patio		X X

Trees	Common Elements Limited Common Elements	X	X
Walls	Exterior Interior	X	X
Water Meter	Lines Up to Foundation of the Unit Lines From the Foundation to Interior	X	X
Windows/Sliders	Frames Glass Locks Sashes	X X X X	
Wiring	After Electrical Meter Before Electrical Meter Telephone Underground	X X	 X X

Selling Your Unit

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

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

GENERAL GUIDELINES FOR DECKS AND BALCONIES

Pickawillany Condominium Unit Owners Association

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

A Request to Modify Limited Common Property (Page 34) must be completed and submitted to the Community Association Manager with neighbors' approval (Page 35) and two (2) sets of detailed plans. Detailed plans must show the foundation plan, size of deck and the joist/deck layout, deck elevation reflecting the height of the deck surface from the adjacent grade, footers, framing, connections, deck rails, balusters, guard rails, stairs (including rise and run of stairs) and handrails.

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

The applicant will be responsible for applying to the City of Columbus for any necessary permits. It is up to the Unit Owner to be certain they are meeting all the current Columbus City Buildings Codes to which everyone must adhere. [https://www.columbus.gov/uploadedFiles/Columbus/Departments/Building_and_Zoning/Document_Library/Reports/C_onstruction_Industry_Communication_\(CIC\)/CIC23%20Deck%20Installation%20UPDATED%205%2024%2013.pdf](https://www.columbus.gov/uploadedFiles/Columbus/Departments/Building_and_Zoning/Document_Library/Reports/C_onstruction_Industry_Communication_(CIC)/CIC23%20Deck%20Installation%20UPDATED%205%2024%2013.pdf) A copy of the permit should be submitted to the Community Association Manager as a matter of record and should be stored with the unit file.

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

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

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

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

GENERAL GUIDELINES FOR DECK AND BALCONY REPAIRS OR NEW DECKS

- Only pressure-treated lumber (i.e. Wolmanized) or cedar may be used. As an alternative, ChoiceDek, Trex, etc. composite decking and trim may be used. (The approved stain is Superdeck Pine Cone #3046 at Sherwin Williams.)
- The Unit Owner's choice of lumber should be specified on the plans
- Deck and balcony boards are the responsibility of the Unit Owner.
- **Latticework is prohibited.**
- Crawl spaces must be screened from view by approved planting. A separate request should be submitted for plantings.

The Unit Owner indemnifies the Board by agreeing to maintain, repair, and/or replace changes of alternations to the extended deck. Such indemnification shall be in perpetuity, shall run with the land and shall be binding upon each owner, their successors and assigns.

Satellite Dish Installation

Pickawillany Condominium Unit Owners Association

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

- 1) Notification must be made to the Community Association Manager before installation of the dish by use of the **Notice to Install Satellite Dish** form, page 31.
- 2) The Association limits the size of the satellite dish and antenna to no more than 24-25" in diameter.
- 3) Satellite dishes and antennae may only be installed on Limited Common Elements (**balconies, enclosed patios, patio or decks**), **side of chimney, or the inside face of wing walls**. Satellite dishes are NOT allowed on roofs except for the gable end of the roof. Satellite dishes or antennae are NOT allowed on any other Common Element, inclusive of top of fences and balconies in Limited Common Elements. The installation of the satellite dish or antenna cannot cause any destruction of Limited or Common Elements, e.g. concrete walkways, asphalt, driveways, gardens, etc.
- 4) Usual and customary construction techniques are to be used for the installation of wiring.
- 5) When any wood is penetrated, the penetrations must be sealed in a watertight and fire resistant manner.
- 6) Wiring cannot be glued to the exterior of the unit.
- 7) The Association requests reasonable camouflage such as painting the installation a color to match the surroundings (unless the owner can prove the painting will interfere with reception), landscaping and/or screens, or rock camouflage.
- 5) The Board may remove or relocate any dish that does not meet the above requirements at the Unit Owner's expense or request that the Unit Owner relocate the dish.

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

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

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

NOTICE TO INSTALL A SATELLITE DISH

Pickawillany Condominium Unit Owners Association

You will be contacted if additional information is required.

Date: _____

Name: _____ Address: _____

_____ Home Phone: _____

_____ Work Phone: _____ Please check one of the

following.

_____ I will do the work myself. _____ A professional will do the work. Estimated start date

_____ Estimated completion date: _____

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

Note: **The roof is not an acceptable location for dish installation.** If special considerations are required and not covered in Satellite Dish Installation, page 30, of the Resident's Manual, please contact a member of the Board, a representative of the ARC Committee or the Community Association Manager for additional assistance.

Approval Date: _____

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

WINDOW AND SLIDING GLASS DOOR REPLACEMENT

Pickawillany Condominium Unit Owners Association

The following vendors for windows and sliding glass doors are recommended based on their experience and history with Pickawillany.

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

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

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

Zen Windows <http://www.zenwindows.com>

Andersen Windows Series 100-300 only <http://www.andersenwindows.com> (Andersen, Perma View or Home Depot)

Form Required: Request to Modify Limited Common Elements (Page 34) providing the full specifications (shown below) including sizes, all measurements and window/door construction must be submitted to the Property Manager. The request will be submitted to the Board and/or the ARC for review of the information to be certain all criteria is met and the Unit Owner advised. **For sliding glass doors only:** A work order must also be submitted to the Association maintenance via Caliber Portal prior to the installation.

SPECIFICATIONS

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

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

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

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

FRONT DOOR REPLACEMENTS AND DOOR PAINT COLORS

FRONT DOOR REPLACEMENTS

Standard front door: Flat steel paneled interior and exterior, certified for use in condominiums to meet the current fire safety codes. The door may be replaced at any time without prior Board approval.

Approved modified front doors: The five choices, available in metal or fiberglass, shown below may be installed at any time without prior Board approval. Professional installation is highly recommended. Submit a Request to Modify Limited Common Elements noting the door choice for board notification only.

Any other design alteration for a front entry door requires Board approval. Form Required: Request to Modify



(6 panel)



(2panel/1light)



(2 panel/6light)



(2panel/6light/shelf)



(2panel/3light)

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

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

DOOR PAINT COLORS

Front doors to units (doors and trim only -not any natural cedar) may be repainted in a color selected by the Unit Owner from a limited palette approved by the Board. The approved colors are manufactured by Sherwin Williams and/or Behr and shown below. The Unit Owner may take a color chip to any paint store and have the color matched. Oil based, semi-gloss enamel (Trade Name: Prohide Alkyd Satin Enamel) is recommended because latex paints will not bond properly to the existing oil-based paints. Be sure to sand and clean the surface before painting.

COLOR NAME COLOR NUMBER

Plantation Brown SW7520 Sherwin-Williams

Dark Gray Peppercorn SW7674 Sherwin Williams Cracked Pepper PPU18-1 Behr

Sporting Green HDC-CL-21 Behr

Brown Pinecone Path HDC-CL-14 Behr

Red January Garnet HDC-CL-11 Behr

Black Ribbon HDC-CL-24 Behr

REQUEST TO MODIFY LIMITED COMMON ELEMENTS

Pickawillany Condominium Unit Owners Association

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

You will be contacted if additional information is needed.

Date: _____

Name:

Address: _____

Phone: _____ Work Phone: _____ Please check one of the

following:

_____ I will perform the work myself. _____ A professional will perform the work. Estimated

start date _____ Estimated completion date: _____ Description of alteration

(attach separate text/diagrams, as needed):

Approval Date: _____

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

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

REQUEST TO MODIFY LIMITED COMMON ELEMENTS

Pickawillany Condominium Unit Owners Association

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

_____ Name
of Unit Owner Requesting Modifications

_____ Street
Address of Unit Owner 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 to the concept of the plan.

X _____ Signature
_____ Printed
Name and Address of Approving Neighbor

X _____ Signature
_____ Printed
Name and Address of Approving Neighbor

GROUNDS IMPROVEMENT APPLICATION

Pickawillany Condominium Unit Owners Association

Please provide the following information.

- The specific type of plant or plants
- The proposed location of the plant or plants
- A landscape plan (drawing of the proposed plantings including the dimensions of new planting in relation to the unit.
- It is recommended that all plants, shrubs, and trees be native to Ohio.

Date: _____

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____ Please describe the type of grounds improvement that you are requesting.

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

Date: _____ Estimated Completion Date _____ Note: Project must be completed within one calendar year from the application date.

Return to Apogee Property Management

Mail: 5100 Bradenton Ave, Suite E. Dublin OH 43017

Email: administration@apogeepm.com

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

CLUBHOUSE RENTAL AGREEMENT

Pickawillany Condominium Unit Owners Association

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

I recognize my responsibilities and agree to the following:

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

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

Signature of Unit Owner _____

Signature of Resident if NOT Owner: _____

Address and phone number: _____

Date and time of Club House Rental: _____

Deposit received: _____ Amount: _____

CLUBHOUSE CLEANING CHECKLIST

Pickawillany Condominium Unit Owners Association

- 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, clean 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, Please let Management know if Propane tank(s) are empty
- 9) Windows – closed and locked
- 10) Doors – closed and locked
- 11) Tables & chairs clean & undamaged
- 12) Decorations – must be taped (not tacked) or nailed into place) on unpainted surfaces only. All decorations and tape must be removed.

NOTE: Existing damages prior to rental

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

Club House Coordinator