



# **RULES AND REGULATIONS HANDBOOK**

**Approved by the Board:  
November 2023**

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## **DEFINITIONS**

The definitions in this Handbook have the same meaning as those words within our governing documents, these definitions include the following:

**Assessments.** Assessment means all charges, of whatever nature, levied by the Association against Unit Owners, and includes:

- a. Operating Assessments;
- b. Special Assessments for Capital Improvements; and
- c. Special Individual Unit Assessments.

**Association.** Association means “Homestead”, the not-for-profit corporation created to administer the Condominium at Homestead in Pickerington Association.

**Board and Board of Directors.** Board and Board of Directors mean those people who, as a group, serve on the Association’s Board of Directors.

**Bylaws.** Bylaws mean the document filed with the Fairfield County Auditor’s Office that outlines the Association’s corporate procedures and serves as a code of regulations.

**Declaration.** Declaration means the document filed with the Fairfield County Auditor’s Office that creates the condominium, defines the Common Elements and Units, places restrictions on the property and outlines responsibilities.

**Management Company.** Management Company means the company that manages and administers the Association on a day-to-day basis. Our Management Company provides a professional property manager that is assigned to work specifically with our community.

**Unit.** Unit means that portion of the condominium property designated by the Declaration that is owned by a Unit Owner, as defined by Declaration Article V.

**Unit Owner.** A Unit Owner is the person owning a fee simple interest in a Unit within the Association.

## **SECTION 1. GENERAL RULES**

### **1.1. Community Responsibility.**

- a. **Association.** The Association shall maintain, repair and replace all improvements constituting a part of the Common Elements. The Association shall NOT have the responsibility to pay the cost of repair or maintenance of any Unit, or component thereof. Refer to Declaration/Bylaws (aka Decs & Bylaws), Article IX, Section 1.
- b. **Unit Owner.** The Unit Owner(s) shall be responsible for any violation of the Declaration, Bylaws or any other Condominium Organizational Documents or any of the Rules and Regulations herein by the Unit Owner(s) or Residents (hereinafter referred to jointly and individually as "Owner/Resident") or guests of that Unit Owner's Unit.

### **1.2. Behavior.** No offensive activity or harassing behavior shall be carried on in any Common/Limited Common Elements. Unit Owners/Residents shall not unreasonably disturb or interfere with activities of any other Owner/Resident, representative of the Association, its managing agent or their licensees.

### **1.3. Purpose.** Unless expressly provided otherwise herein, no Common or Limited Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners/Residents. The visible appearance of Units and the entire site shall be kept consistent as developed and sold.

### **1.4. Storage Contents in Units.** Nothing shall be stored in any Unit which will increase the rate of insurance of any of the buildings or contents thereof. No Unit Owner/Resident or any of their agents shall at any time bring into or keep in their Unit any flammable, combustible, or explosive fluid, material, chemical, or any hazardous substances. Exception items would be small quantities of cleaning fluids, paints, and pest or weed sprays.

- a. Propane tanks/containers must be removed from grill and stored on the porch or patio for winter storage.

### **1.5. Personal Businesses.** No Unit Owner/Resident shall maintain a business in a Unit or garage which involves customers, employees, licensees, or invitees coming to the Unit or garage for the sole purpose of transacting business that violates the intent of Declaration Articles or these Rules and Regulations unless otherwise submitted to and approved by the Board.

### **1.6. Street Appearance of Condo.** To maintain a consistent exterior appearance, all window treatments (curtains, draperies, sheers, blinds, shades and interior shutters or any combination thereof) shall be lined or backed in neutral colors (shades of white, ivory or beige).

### **1.7. Noise.** ALL loud noises amplified or loud music/instruments, boisterous groups that infiltrate the condominium walls or occupied patios or porches are not allowed. If you have a problem that persists, contact the police and initiate a report. A copy of the police report

should be submitted to the Management Company to be considered for any further actions. Board members should not be contacted directly.

- 1.8. Trash.** All trash and totes are to be kept in the garage until collection day. Your trash can be set out, at the earliest, the night before the scheduled pickup. When setting out your trash, make certain the lid on the tote is fully closed with all trash contained in your tote. Return the tote to your garage on the same day it is picked up. Any litter from the tote is the responsibility of the Unit Owner/Resident. Keep our community clean by using trash bags. Do not put loose trash directly in trash bins.
- a. No littering is allowed outside of the Unit such as discarded cigarette/cigar butts or any other items or materials.
  - b. It is the Owner/Resident's responsibility to contact the trash collection company directly to arrange for a prepaid pickup of large items that do not fit in your receptacle. Fabric items such as mattresses and box springs must be wrapped in plastic for pickup.
- 1.9. Hot Tubs.** No hot tubs are allowed.
- 1.10. Tools/Storage Containers.**
- a. No tools or storage containers of any kind are permitted to be stored outside in the Common or Limited Common areas.
- 1.11. Damage to Common Element.** If any Common Element is damaged by a Unit Owner or Vendor, the incident should be reported to the Management Company or the Board. The responsible Vendor or Unit Owner will be charged the cost of repair or replacement. If the incident is witnessed by another Unit Owner/Resident and reported, but not by the responsible party, then the responsible party will be subject to enforcement assessments in addition to the cost of repair or replacement.
- 1.12. Directory of Residents.** The Management Company shall maintain a directory of all Unit Owners/Residents for Board use only. Unit Owners/Residents are required by Ohio law to provide emergency contact information using the Management Company's website or by calling the Management Company (contact number is posted at the mailbox kiosk or in the Addendum to this Handbook). No information will be divulged to other Residents or anyone else. The emergency contact information is strictly for emergency use to account for all Residents of record. This requirement is covered by Ohio Revised Code §5311.09 and the Association Declaration.
- 1.13. Complaint / Notice of Non-Compliance.** Any Unit Owner/Resident may lodge a written concern, notice of non-compliance, or incident report using the Violation form on the Management Company's website, or complete **Appendix G** and send it to the Board. You can email the form to the Board at **homesteadcondominiums101@yahoo.com** or drop it in the Board's box at the mail kiosk. You can also mail it to the Board at 101 Pioneer Circle. Also copy the report to the Management Company.
- 1.14. Variance/ACH Request.** Anyone wishing to change the appearance of their Unit must submit an Architectural Change Request (ACH) form to the Board for review and approval. The form should be emailed to the Board at **homesteadcondominiums101@yahoo.com**



or placed in the Board mailbox **PRIOR** to a change being made. The changes accepted are as follows:

- a. Request to Modify Common Elements. **(Appendix C)**
- b. Request for Screen Porch Installation. **(Appendix D)**
- c. Request for Replacement of Exterior Door, Garage Door or Windows. **(Appendix E)**
- d. Request to Add or Replace Storm Door. **(Appendix F)**

**1.15. Maintenance Responsibility.** The Association's main responsibility is the reasonable management, maintenance, repair and replacement, as needed, of the Condominium's Common Elements. The Board, when establishing the budget, sets and prioritizes all the Association's maintenance responsibilities following the recommendations in the Reserve Study. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however, the Board's continued goal is to have a well-maintained community. The list below includes components for which the Association is responsible. (Refer to Declaration IX, Section 1.) For a more complete listing, please consult the Maintenance Chart **(Appendix A)**. The Association is responsible for the following:

- a. Infrastructure and Common Elements (Association Responsibility):
  - i. Community Center and mail kiosk;
  - ii. Entrance features;
  - iii. Common lighting;
  - iv. Water, power, sewer and other utility lines, pipes, wires, conduits and ducts that serve the Common Elements or multiple Units, such as main lines;
  - v. Streets, driveways, and walkways;
  - vi. All turf areas, trees, and landscaping in the Common Elements.
- b. Building Exteriors (Association Responsibility):
  - i. Building facades, including stone and concrete, siding, shutters and trim;
  - ii. Roofs, including gutters, flashing and downspouts;
  - iii. Outside roof and soffit vents and fixtures for the exterior garage and lamp posts.

## **SECTION 2. COMMUNICATIONS**

**2.1. Need for Communication.** As we all share Ownership of the successful we believe communication is essential for a successful and effective operation of our community. A variety of information, including quarterly and annual meeting minutes and updates to the Handbook, are available on the Management Company's website.

**2.2. Email Distribution.** The Board has chosen to use email as its source to inform Unit Owners of Association meetings and information. It is requested that each Owner submit a

signed electronic mail consent form to the Board for Association use only. The State has given Condo Boards permission to use email for communication. (Senate Bill 61)

- 2.3. **NO Email.** If you do not have an email address, we suggest you ask a neighbor to advise you of any notices regarding the Association. There will also be a copy of the email posted on the bulletin board at the mail kiosk.
- 2.4. **Bulletin Board.** Be advised that quarterly and/or annual meeting notices, emergency information and the Management Company contact information, will be posted on the bulletin board at the mail kiosk, this will also include community events that are open to all residents.

### **SECTION 3. COMMON AND LIMITED ELEMENTS**

- 3.1. **Common Elements – Description.** All condominium property, including all land and improvements thereon and appurtenances thereto. The Unit Owners' Common Element ends at the point the concrete porch/patio entrance is accessed on the Property.
- 3.2. **Common Element Uses.** The Common Elements shall be used by Unit Owners and Residents in accordance with the purposes for which they are intended, suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of Units. Unless expressly provided otherwise herein, no Common Element shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Unit Owners/Residents.
- 3.3. **Limited Common Elements – Description.** The Limited Common Elements, depending on your Unit, are limited to the mulched area directly in front of the porch railing or patio fence and the mulch area inside the patio fence. The Limited Common Element is reserved for the exclusive use of the Owner/Residents of that Unit if it is consistent with the regular use of that area (*i.e.*, flowers/shrubs in front of porch or patio).
- 3.4. **Limited Common Parking Elements – Description.** The Limited Common Parking Elements consist of the two parking spaces in front of the Unit garage. This area is used for parking of Owner/Resident vehicles and summer grill placement. Lawn or other furniture should not be permanently placed in the driveway. Lawn chairs used in this area are not to be left out overnight.

### **SECTION 4. THE ASSOCIATION** **(FROM THE DECLARATIONS/BYLAWS, ARTICLE VII, §1)**

- 4.1. **Board Meetings.** The Board meets quarterly (usually March, June, September and December) on the second Thursday of the month at 6:00 pm at the Community Center. The purpose of the quarterly meetings is to present the financials to Owners attending. Unit Owners may share their concerns, comments, suggestions or questions during the open forum portion of the meeting.
- 4.2. **Annual Meeting.** As Homestead is a non-profit Ohio corporation, there is also an annual meeting once a year, during the second quarter. Notice will be sent to you in advance of

the meeting by the Management Company containing the date, time and place. The only legal purpose of this meeting is to elect, from among your fellow Unit Owners, a Board of Directors. The President's Report and Financials are shared.

- 4.3. **The Board of Directors. (Declarations/Bylaws, Article VII, §4).** The Association is administered by a Board of Directors that is elected from among the Unit Owners at the association's annual meeting. Each Board member serves either a 3-year, 2-year or 1-year term. Two Board members are elected annually for a 3-year term unless there is a resignation or termination of a previous Board member.
- 4.4. **Voluntary Service.** All Board members volunteer their time to serve their community. Board members receive no monetary compensation.
- 4.5. **Construction of the Board.** According to our Declaration and Bylaws, the Board must be comprised of six (6) members. To be a Board member, you must either be a Unit Owner, the spouse of a Unit Owner, or, if the Unit is owned by a corporation or other business entity, a director, officer, employee, or agent of the corporation who is designated by the corporation.

#### **SECTION 5. INSURANCE (THE CONDOMINIUM AT HOMESTEAD IN PICKERINGTON ASSOCIATION) (DECLARATIONS/BYLAWS, ARTICLE XI, §§ 1-10)**

While the Association maintains insurance on the Common Elements, the Unit Owners are responsible to maintain insurance on their Units as follows:

- 5.1. **Property Insurance.** The Association obtains insurance, also known as casualty insurance for sudden unexpected events that damage the Common Elements, Limited Common Elements and the structure located outside the bounds of the unit. This covers such events as fires, tornadoes and hailstorms. The Unit Owner is responsible to insure their Unit (perimeter drywall in), along with any utilities and fixtures that the Unit Owner is responsible to maintain. Additionally, damage to the Unit or Limited Common Elements that is under the Association's deductible is the Unit Owners' responsibility. To protect against very high condominium premiums and to help manage claims effectively, the Association's deductible is \$10,000. As a result, Unit Owners should have a minimum of \$10,000 in building coverage to cover this deductible. Many insurance policies refer to this as "Building Property" and "Loss Assessment." For more information on Owners insurance coverage refer to the Declaration Article, XI, Sections 1 & 7.
- 5.2. **Personal Property Insurance.** As a Unit Owner, you should also obtain insurance on your personal property. Often referred to as tenants' insurance, this insurance covers your personal belongings in the event of vandalism or a casualty event. The amount of insurance necessary will depend on the value of your personal property, including furniture, electronics, jewelry and other furnishings.
- 5.3. **Personal Liability Insurance.** The Association has a \$10,000 deductible. You, as a Unit Owner, may be responsible for up to \$10,000 in damages. Unit Owners can purchase a loss

assessment insurance rider which covers this deductible should your Unit suffer a loss over the deductible amount.

- 5.4. Liability Insurance.** In today's litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit or the Limited Common Elements designated for the exclusive use of your Unit, your liability insurance may cover the cost of the injury or damages. Many insurance agents recommend that Unit Owners have at least \$100,000.00 in liability insurance. You should contact your own agent to determine the best amount for you.
- 5.5. Directors and Officers Liability Insurance.** Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.
- 5.6. Fidelity Insurance.** This insurance covers the Association if someone who has access to Association funds, such as a Board member or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to the Association's reserve fund, plus three months of income.

## **SECTION 6. UNIT OWNER'S FINANCIAL GUIDELINES AND RESPONSIBILITIES**

- 6.1. Association Monthly Assessments.** Payment of Association Assessments are due the first (1st) of every month and must be received in the Management Company's office on or before the tenth (10th) of every month.
- a. Monthly Association Assessments may be pre-paid annually, semi-annually or in quarterly increments. The Board has adopted an aggressive collections policy to ensure that Unit Owners pay their Association Assessments in a timely manner so the other Unit Owners are not unduly burdened by a neighbor's non-payment.
- 6.2. Collection Policy.** Unit Owners are responsible for payment of monthly assessments, late fee assessments or violation assessments and any special assessments for capital improvements or year-end operational shortfalls.
- a. All Association Assessments and special assessments are **due on the first of each month, but no later than the 10th** of each month. Checks and money orders should be made payable to The Condominium at Homestead in Pickerington Association and mailed c/o the Management Company. You can choose to use your bank's bill pay service or contact the Management Company to set up ACH payment.
- b. A \$30.00 late fee will automatically be assessed under the following conditions:
- i. On any payment received after the 10th day of each calendar month. The Association is not responsible for late arrival of USPS mail.

- ii. Each month that any assessment balance remains on the Unit Owner's account.
- c. The Unit Owner will be responsible for all charges and legal fees affiliated with delinquent accounts, NSF checks, etc.
- d. The following process will be followed for any account that is delinquent:
  - i. Any payments made shall be applied in the following order:
    - a) Interest owed to the Association;
    - b) Administrative late fees;
    - c) Court costs, attorney's fees and other costs of collection;
    - d) Principal amounts the Unit Owner owes for the common expenses or penalty assessments chargeable against the Unit.
  - ii. Any cost, including attorney's fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit Owner.
  - iii. If a Unit Owner's account is delinquent, voting privileges and use of the Common Elements will be suspended until full payment is received.
  - iv. If any Unit Owner fails to resolve any violation of the Association documents and/or this Handbook, the Association may take steps to resolve the violation with all expenses including legal fees assessed to the Unit Owner.
  - v. All returned checks shall be assessed at a charge of \$25.00 or the current rate. Replacement payment including the returned check charge must then be made by a cashiers' check or money order.
  - vi. All assessments, installments of assessments and other charges made pursuant hereto will be the Unit Owner(s) responsibility.

**6.3. Reserves. (Declaration/Bylaws, Article XV, §§1-7)** When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must: "Adopt and amend budgets for revenues, expenditures and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments."

- a. To make the Association fiscally responsible, a reserve study will be conducted approximately every five years, per Ohio law.

**6.4. Property Operation/Management.** In addition to the financial, maintenance and insurance responsibilities outlined above, the Association has the right to hire a Management Company that will be responsible for the property's general operation and management. This includes sending out requests for proposals, coordinating contractors, answering Unit Owner questions, processing Unit Owner requests and applications,

posting accounting receivables and payables, and communicating with the Unit Owners through emails and direct mailings. (Refer to **Appendix M**)

**6.5. Assessments. (Declaration Bylaws. Article XV, §§1-3)**

- a. The Association's only real form of revenue comes from assessments paid by the Unit Owners.
- b. Our Association's common expenses include, but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, and utility services to the Common Elements, accounting, management, legal fees, water/sewer, trash removal, landscaping, snow removal, Community streets, fencing and contributing to the capital reserve fund.

**SECTION 7. GUIDELINES AND RESPONSIBILITIES FOR  
EXTERIOR AND INTERIOR OF UNIT**

**7.1. Interior Maintenance and Repair.** Unit Owners are responsible to maintain, repair and replace the components of their Units. (Refer to Declaration IX, Section 2.) The Units are defined as everything from the interior surface of the drywall inward. This responsibility includes, but may not be limited to:

- a. Plumbing problems within the Unit, including pipes located outside the Unit, which only serve that Unit.
- b. Electrical problems with all metered circuits within the Unit, or other lines, wires, or conduits that only serve that Unit, even if those lines or wires are located outside the Unit.
- c. Heating and air conditioning systems.
- d. Exhaust and ventilation systems.
- e. Television, radio, or cable service connections.
- f. Vermin and pest control inside the Unit, including wasps, ants, spiders, roaches and mice.
- g. All windows, doors (including garage door), light fixtures, appliances, other fixtures, molding, trim, personal property and insulation, except the outside garage and pole lights.
- h. All other Unit components, including drywall repairs and painting within the Unit.
- i. Costs to relocate or repair fire/smoke alarms or detectors.
- j. Coverings to walls, floors and ceilings.
- k. Dryer vents and their cleaning.

**7.2. Owner Request(s) for Maintenance Repairs to Exterior Unit.** The Owner must submit a Service Request which can be found on the Management Company's website. If you do not have a computer, you can call the Management Company or email the Board at

**homesteadcondominiums101@yahoo.com**. The phone numbers are listed on the bulletin board at the mail kiosk.

- 7.3. Vacant Unit.** If you are no longer residing in the Unit or are absent from your Unit for more than two weeks at a time, be sure your current phone number has been provided to the Management Company or the Board at **homesteadcondominiums101@yahoo.com** for emergency purposes.
- a. Whether the Unit is vacant or is temporarily unoccupied for any length of time, the temperature within the Unit must, always, be set above 50 degrees Fahrenheit in the winter months to prevent pipes from freezing and water damage to the Unit, neighboring Units and the Common Elements. If a Unit Owner disconnects the utilities and fails to maintain adequate heating to the Unit, the Association has the right, but not the obligation, to activate the utilities and supply heat to the Unit and assess the cost of said activation, utilities and heating to the Unit Owner.
  - b. Unit Owner who is away from their Unit for more than a week is required to shut off the water to their individual Unit and to notify the Board. Unit Owners with **MAIN** shutoffs need to make sure they are not shutting off water to the entire building.

## **SECTION 8. VEHICLE AND PARKING RULES**

- 8.1. Allotted Spaces.** Each Unit has four (4) parking spaces, two (2) in the garage and two (2) in the driveway, available for sole use of that Unit.
- 8.2. Turnaround (Hammerhead) Spaces.** The driveway turnaround (Hammerhead) area shall not to be used for parking by Residents or guests. These are placed to allow the Units on either side to back out or pull into their garages. Service contractors and delivery vehicles may temporarily park here if needed.
- 8.3. Guest/Visitor Parking.** Guests may park their vehicles in the following areas: within the garage of the Owner; on the driveway of the Owner in front of the garage; and temporarily in the Visitor's Parking spaces if any of the above are not available. Guests may be parked in any Visitor's Parking area for up to 72 hours in any seven-day period. If you have guests wishing to park on the property for more than 72 hours in any seven-day period, please notify the Board at **homesteadcondominiums101@yahoo.com** of the situation.
- a. Caregivers parking in the community to care for disabled or elderly will be asked to contact the Board via the Board's email address and provide their vehicle information to the Board.
- 8.4. Speed in Complex.** Drivers anywhere within the complex shall not exceed our posted Speed Limit of 15 MPH. All motorists are to yield to bicycles and pedestrians.
- 8.5. Bicycles.** Bicycles, scooters of any kind, roller blades, roller skates and similar items shall only be used in the street area or on the adjacent pathway. No skateboards are allowed to

be used anywhere. Children's tricycles may be used on the appropriate unit's sidewalk, porch, patio or driveway. Owner/Resident assumes all liability.

a. Children or minors are to be supervised at all times by an **accompanying adult**.

**8.6. Parking Restrictions.** No vehicle shall block the free flow of traffic or emergency vehicle access throughout the complex. If not moved, the vehicle is subject to immediate towing at vehicle owner's expense.

a. Parking of vehicles, golf carts, motorcycles or trailers (personal or those used for commercial purposes) is prohibited on any lawn or landscape area throughout the community.

b. Vehicles are not permitted to impede access to another Unit Owner's garage or driveway.

c. Boats, personal watercraft, trailers, motor homes, large trucks, food trucks/trailers, travel trailers, or any vehicle with any commercial lettering or markings, or a commercial apparatus such as ladders or commercial equipment are **PROHIBITED** from being parked in any Common Elements or Limited Common Elements.

d. Owners' motor homes used for recreation are permitted to park in the Visitor's Parking area for a maximum of 24 hours to allow for loading or unloading. Said vehicles must not block normal access of other Owners to and from the condominium property. **The recreational vehicle may not be used for overnight lodging.**

e. A visitor's recreational vehicle is permitted to park in guest parking for a maximum of 48 hours if it does not block the free flow of traffic or access to any Unit and is not used for overnight lodging.

f. A moving van may be parked, for up to 12 hours, in the driveway for loading and unloading purposes. Owners sharing the same driveway need to have prior notification.

g. Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair **work are the authorized exceptions**; these vehicles may be parked in a designated parking lot within the condominium property while performing required work.

**8.7. Inoperative Vehicles.** Inoperable vehicles (vehicles with flat tires, expired license plates, or other vehicle incapable of movement under its own power, etc.) or vehicles that appear to be abandoned on any Common Elements is prohibited. Inoperative vehicles (with flat tire(s), expired tag, etc.) or vehicles, which cannot be identified as belonging to an Owner or Resident, parked in a Common Element for more than 24 hours will be towed off the premises at the vehicle owner's expense.

**8.8. Vehicle Maintenance.** Except for minor short-term emergency work (flat tires, battery change, etc.), vehicle repair work on the Common Elements and Limited 'Common



Elements is prohibited. Any damage caused to the Common Elements or Limited Common Elements by a vehicle (i.e., oil leaks) will be the responsibility of the Unit Owner.

a. No vehicle repair business is to be run out of the Unit Owner's garage.

**8.9. Damages to Common Elements.** Unit Owners who hire or rent a moving van or any type of vehicle which damages any area of the Common Elements is responsible for these costs.

a. Car washing is not permitted within the community. Detergents and cleaning chemicals breakdown the components of asphalt.

## **SECTION 9. ARCHITECTURAL GUIDELINES** **(ONLY THE UNIT OWNER MAY APPLY FOR ARCHITECTURAL CHANGES)**

**9.1. Storm / Screen Door.** An approved storm/screen door may be added to a Unit's front door at the Unit Owner's expense. Prior to installation, submit the Architectural Change Request form (ACR) for Storm/Screen Door. Return the completed form to the Board in the Board's mailbox at the mail kiosk. The Board will review and notify the Unit Owner of the Board's decision. The Board will maintain this form with that Unit's records. The ongoing maintenance is the Unit Owner's responsibility and not that of the Association. When the Unit is sold, this responsibility is passed to the new Owner.

**9.2. Screen Porch.** A porch may be screened at the Unit Owner's expense. Prior to installation, complete the Architectural Change Request, for a screened in porch. **(Appendix D)**. Return the completed form to the Board in the Board's mailbox at the mail kiosk. The Board will review and notify the Unit Owner of the Board's decision. The Board will maintain this form with that Unit's records. The ongoing maintenance is the Unit Owner's responsibility and not that of the Association. When the Unit is sold, this responsibility is passed to the new Owner.

**9.3. Outdoor Furniture.** Personal property, such as outdoor furniture, may be kept and used inside the porch or patio as long as there is no impediment to emergency personnel responding to the Unit or building or to Association maintenance or repair to the exterior of the Unit. Outdoor furniture should be visually consistent and fit with the colors and tones of the exterior of the Unit.

**9.4. Maintenance of Inside Porch/Patio, Front Door, Window and Garage Door.** It is the responsibility of the Unit Owner to maintain the Unit's windows and screens, the front door, inside the porch/patio and the garage door. The installation of any of these items must be pre-approved by the Board of Directors. **(Appendix E**, for Door, Window and/or Garage Door.) Only the Board-approved Homestead paint or stain color codes are to be used and that information is included on the application form.

**9.5. Grills.** Propane or electric grills should be used in the driveway 10 feet from the exterior of the Unit and its overhang. No grills of any size or kind shall be used on the interior of any porch. Grills can be used on open patios. Any damages resulting from their

unauthorized or unsafe use in any location shall be subject to recovery from the Unit Owner/Resident.

- a) Grills are to be stored in the garage no later than October 31 to allow for snow and ice removal without hindrance. Per NFPA 58 Section 3-2.2.1 (National Fire Code), proper storage is the Unit Owner/Resident's responsibility.
- b. REMOVE PROPANE TANK FROM GRILL AND STORE IT ON YOUR PATIO/PORCH DURING THE WINTER MONTHS.
- c. Turkey fryers, fire pits, fire bowls, chimineas, other similar fire holding containers are **NOT** permitted. No free-standing propane or kerosene heaters are permitted.

**9.6. Concrete Treatments.** The porch or patio concrete may be stained or have Nature Stone or its equivalent installed at Unit Owner's expense. The color should be visually consistent and fit with the colors and tones of the exterior of the Unit. When the Unit is sold this responsibility is passed on to the new Owner. Prior notification to the Board is required using the Variance Request form. (**Appendix C**)

- a. Potassium Chloride should be used on concrete porches, patios and sidewalks (Ice Melt).

**9.7. Satellite Dishes.** Satellite dishes; permanent or temporary, are NOT permitted.

**9.8. Flag.** One flagpole bracket may be attached to the outer surface of one of the porch or patio fence posts to display the American flag. Sports or Team flags may be displayed in place of the American Flag on game day only.

- a. Prior approval from the Board is required for banners or buntings to be hung on porch or patio fences. A garden or decorative flag may be placed in the Limited Common Elements or the existing mulch areas. However, decorative flags that are permitted in the existing mulched areas of the Unit foundation are counted toward the nine decorative items permitted.

**9.9. Outdoor Shades / Curtains / Awnings.** A neutral, cream, ivory, beige or tan roll-up outdoor shade or sheer porch curtains may be used to provide temporary shade and may be attached to the inside of a porch. Shades or curtains should be visually consistent and fitting and should be rolled or tied out-of-sight when not in use. The ongoing maintenance is the Unit Owner's responsibility and not that of the Association. If these remain when the Unit is sold this responsibility is passed on to the new Owner.

**9.10. Retractable Awnings.** Retractable awnings which have been pre-approved by the Board and are consistent with others in the Community are acceptable for Units with uncovered patios. Prior to installation, the Architectural Change Request form (ACR) for Retractable Awnings (**Appendix B**) must be completed. Return the completed form to the Board in the Board's mailbox at the mail kiosk. The Board will review and notify the Unit Owner of the

Board's decision in a timely manner. The Board will maintain this form with that Unit's records.

## **SECTION 10. GARDENING DECORATIONS**

- 10.1. Decorative Items.** No decorative items shall be hung on an outside wall of the building.
- 10.2. Garden Items and Decorations.** A total of nine (9) garden items or decorations may be placed in the existing mulched areas of the Unit foundation. None shall be placed outside of these mulched areas. Too many items or items to be found inappropriate by the Board of Directors are subject to removal upon their request. Garden or decorative flags are to be counted in your nine items and must be in good repair.
- a. All summer décor with or without plants or hooks should be removed by October 31.
- 10.3. Water Fountain, Bird Bath.** A re-circulating water fountain or a birdbath may be placed in the existing mulched area of the Unit foundation. Neither shall exceed 30 inches in height.
- a. A recirculating water fountain that is placed on a porch or inside a patio/porch and will not count in the total of nine for the mulched areas. A birdbath can then be placed in the mulched area which will count toward the limit of nine.
  - b. No type of pond of any kind may be installed in the existing mulched area of the Unit foundation.
- 10.4. Watering.** Watering of shrubbery and private flowerbeds adjacent to each Unit is the responsibility of the Unit Owner(s), if directed by the Landscape Company for new plantings only. NO soaker hoses are to be used. The Board has the right to limit outside water usage when deemed necessary.
- 10.5. Bird Feeders.** A maximum of two bird feeders are allowed. The Unit Owner is responsible for upkeep around feeders. [Note: If a bird feeder is hung from a shepherd hook, together they count as one of the nine garden items.] A suet feeder may be hung from a tree and does not count in the nine total. A freestanding bird feeder cannot exceed a height of 6 feet or 72 inches and must be a minimum of 5' off the ground or sidewalk. **Loose birdseed is NOT to be placed on the ground or around tree bases.** If the bird feeder attracts any

unwanted wild animals (i.e.: raccoons, skunks, opossum), the Unit Owner will be asked to remove the bird feeder.

- 10.6. Shepherds Hooks.** A maximum of three shepherd hooks may be placed in the existing mulched area of the Unit. Shepherd hooks shall not exceed a maximum height of 6 feet or 72 inches and cannot be attached to the patio or porch.
- 10.7. Garden Decorations.** Such as, but not limited to, garden statues, figures, gazing balls or solar globes shall count individually towards the allowed 9 total. None shall exceed 20 inches in height.
- 10.8. Landscape Accent Lights.** One (1) set of solar accent lights may be installed and are not counted as part of the nine garden items permitted.
- 10.9. Unit Number Sign.** Unit number sign may be placed in a Unit foundation mulched bed. It does not count toward the total of nine decorative items allowed.
- 10.10. Edging and Plant Support.** Landscape edging may be installed only for the existing mulched bed in front of porches or patios. It should not be above the sidewalk to hinder shoveling of snow in winter. Any plant supports shall be unobtrusive and not visually apparent and shall be removed after the growing season.
- 10.11. Holiday Decorations.** Below is the breakdown for displaying holiday decorations:
  - a. Nationally recognized holiday decorations may be displayed on the porch or patio, the window area of the Unit or on pole lights. Use only lights that are rated for outside use.
  - b. Decorations are permitted no earlier than one week prior to the holiday and must be removed no later than one week after the holiday. Christmas/Hanukkah/ Kwanza are allowed to be displayed the day after Thanksgiving to January 7<sup>th</sup>.
  - c. Any holiday outdoor rated garland with lights rated for outdoor use may be hung on the outside of the porch railing or patio/porch fence with tie wraps (**No hooks or nails**). Any Unit Owners who violate these rules will lose the right to display decorations for that holiday.
  - d. Clear spotlights can be used to highlight a door/window wreath.
- 10.12. Hoses and Containers.** Garden hoses may be stored outside next to the faucet, in a neutral-colored hose storage box, reel, or hose container. During winter months (October 31 through March 31) garden hoses must be disconnected and stored inside the Units or garages. No hose reels are to be attached to the outside walls of the Unit or hung from the faucet.
- 10.13. Landscaping.** Below are guidelines to help to preserve our landscaped neighborhood.
  - a. No Unit Owner is permitted to decline/interfere with services by the landscape contractor within the Common Element of their Unit.
  - b. Variance Request to Modify Common Elements, which is the mulch area surrounding the foundation of your Unit, must be completed **PRIOR** to any planting performed. The Variance Request form is then submitted with a concept drawing or picture of the layout. (**Appendix C**) Return the completed form to the

Board in the Board's mailbox at the mail kiosk. The Board will review and notify the Unit Owner of the Board's decision in a timely manner. The Board will maintain this form with that Unit's records.

**10.14. Snowplowing.** The Association provides snow removal services on all streets, walkways, and driveways within Homestead to make streets passable during periods of snow. The Board has set the new snow removal threshold at three (3) inches before snowplowing will commence.

- a. Residents are prohibited from interfering with or stopping the employees when snow removal services are being performed.
- b. All items such as plant holders, hose reels, grills, etc. must be removed from the driveways from October 31 through March 31 to allow for snow plowing.
- c. Unit Owners may use **ICE MELT (Potassium Chloride)** on their individual Units, as needed. **Rock salt is not permitted.**
- d. Report any damages by vendors to Property Manager or the Board at **homesteadcondominiums101@yahoo.com.**

**10.15. Decorative Trees, Flowers, Plants, Shrubs and Mulch.** The following rules govern the approval, installation, and maintenance of these items in the Common Elements.

- a. No Unit Owner/Resident is to plant, install or remove any trees, large bushes, shrubs, perennials or other large plantings in or on any portion of the Common Elements (including all mulched beds) without the prior written approval of the Board of Directors.
- b. The Variance Request to Modify Common Elements form must be submitted to the Board **PRIOR** to any change being made. (**Appendix C**)
- c. The variance request must be approved by the Board prior to purchasing/planting. The Board shall review and, if approved, maintain a copy of the Unit's records and a copy returned to the Unit Owner for their records.
- d. No fruits or vegetables shall be planted in any Common Element mulched bed. However, it is appropriate to do the following:
  - i. They may be grown in pots placed inside the porch or patio.
- e. Annual flowers may be planted or placed in the Limited Common Areas in front of porches or patios.
  - i. A container of flowers, plants or small shrubs may be placed on the corner side of each side of the garage door and one may be placed by the downspout at the building's end for a maximum of three containers.
  - ii. A container of flowers, plants or small shrubs may be placed on the corner of the sidewalk at the porch or patio entrance.
- f. To keep from damaging the wood, DO NOT:
  - i. hang flower baskets or saddlebags that LAY OVER the patio/porch fences.

- ii. place screws or hooks in the soffit or in the siding to hang baskets.
- iii. plant flowers or plants around any trees or common yard lights (lamp posts).
- g. No artificial or silk flowers, plants, sprays or shrubs of any kind are permitted in any Common Element.

**10.16. Mulch.** Mulch installed by the Unit Owner/Resident must remain consistent with the type and color as the mulch provided by the Association. Decorative stone, lava rock, pebble or glass mulch is not permitted because of potential liability of possible personal injury and property damage caused when run over by landscape or snow removal equipment.

- a. Dead flowers and empty flowerpots must be removed as soon as possible after their growing season. Perennials shall be maintained as to their type. Shrubs and perennials shall be appropriately sub-divided, trimmed and the like to prevent overgrowth or impede the maintenance of the mulched beds.

## **SECTION 11. PET RULES**

**11.1. Pets.** Pets may be contained inside the patio/porch area. No pet may be tethered outside in the Common Elements or from any patio fence or porch railing into the Common Element.

- a. Pets are to be vaccinated and Owners may be asked to show proof of vaccinations.
- b. There is a limit of TWO (2) pets per household. Anyone currently with more than two (2) pets will be grandfathered; however, should the pet pass or leave the Owner/Resident cannot replace that pet.
- c. Any dog deemed to be dangerous or vicious are not to be permitted on the property.
- d. Dogs being walked before 8:00 AM are to be muzzled if their barking cannot be controlled.

**11.2. Type of Animals Not Permitted.** Farm, exotic or wild animals, insects, any venomous or non-venomous reptiles or snakes are not permitted as a household pet.

**11.3. Permissible Locations.** No animal pens or houses are permitted on porches, patios, or any Common Elements. No pets are permitted in the Community Center or on its patio/porch except for a service animal.

**11.4. Leash.** All pets shall be on a leash when walking throughout the community. The owner must always maintain control of their animal.

**11.5. Clean Up and Fees.** All pet owners are responsible for promptly cleaning up after their animals. Animal waste **MUST** be cleaned up immediately and disposed of appropriately.

- a. Pet Owners will be given a written warning of the first offense of these Pet Rules. For each additional violation, they will be fined at the rate of \$25.00 for the next offense and \$50.00 for each additional offense thereafter. Legal action may be taken.

- 11.6. Damage Due to Animals.** Unit Owners/Residents are responsible for the repair of any damage made to any portion of the exterior of the Unit and for the repair of any damaged sod area around their Unit.
- 11.7. Commercial Purposes.** No household pets of any kind shall be bred on site or maintained on the premises for any commercial purpose.
- 11.8. Dangerous Animals.** No person shall own, keep, harbor or provide sustenance for: a vicious dog (one that bites, injures or endangers any person or pet), as defined by Section 9555.11 O.R.C., as amended; or a dog commonly known as a pit bull or constituting a pit bull mixed-breed dog, regardless of age.
- 11.9. Service Animals.** The provisions of these pet rules shall not apply to seeing-eye dogs or any other service animal which has been approved by the State of Ohio.

## **SECTION 12. COMMUNITY CENTER**

- 12.1. Use of Community Center.** The Community Center (Clubhouse) is reserved for use on a first come, first serve basis unless the Association or Board of Directors has previously scheduled an event or meeting. The Board of Directors reserves the right to close the Community Center at its discretion.
- a. Standing weekly or monthly reservations are not permitted on the weekends (after 4:00 PM on Friday, all day Saturday or Sunday).
  - b. Per the Fire Department, 42 is the capacity for people in the clubhouse.
- 12.2. Present during Reserved Time.** The Owner reserving the Community Center **must be in attendance at all times** during the use of the Community Center.
- 12.3. Inclement Weather.** The Association does not call to have the sidewalks, streets and parking areas plowed unless it is over THREE (3) inches. We are not assured of being first on their list and cannot guarantee the parking spaces will be cleared off by the time of the event. Therefore, during inclement weather it is the reserving Owner's responsibility to advise their guests whether their event will go forward.
- 12.4. To Reserve the Community Center.** Any Owner in good standing with the Association may contact **the Designated Board Representative** listed on the bulletin board to coordinate use of the Community Center.
- a. Donations for the Community Center to cover expenses will be accepted at any time by the Board.
- 12.5. Access to Community Center.** The code for entrance to the Community Center will be provided by the Designated Representative prior to the reserved date. The reserving Owner will be contacted by the Designated Representative with the entry code for their reservation. Any damage to property or issues of concern regarding the Community Center should be reported to the Designated Representative.
- a. The reserving Owner shall turn off lights as needed excluding those on timers, turn off fans before departing and vacate the Community Center by 10:00 PM.

- b. In the summer set the air conditioning to 77 degrees before leaving, and in the winter set the furnace to 65 degrees before leaving.
  - c. A clean-up checklist will be provided. The Owner reserving the Community Center is responsible for all clean up. The clean-up must be done and completed on the same day as the event unless otherwise authorized by the Designated Representative. Clean up includes, if used, the outside patio/porch and grill.
  - d. Owner can be assessed for any damages.
- 12.6. Smoking.** No smoking is permitted in any area inside the Community Center. Smoking is permitted outside the Community Center, but no refuse is to be left on the ground. It is the responsibility of the reserving Resident to make sure all refuse is removed from the ground.
- 12.7. Animals.** No pets or animals of any kind, except for service animals, are allowed in the Community Center or on its patio/porch.
- 12.8. Liability.** The Association, Board of Directors and/or Owners shall not be responsible for any personal injury accidents to Residents, guests or friends nor for any articles, personal or otherwise, which are lost, stolen, damaged or misplaced by any attending Residents, guests or friends.
- 12.9. Damage to Community Center.** Damages to the Community Center or equipment and/or theft of any equipment resulting in any follow-up repair, replacement or cleaning; or normal clean up not performed by reserving Owner in accordance with the rules will be the sole responsibility of the reserving Owner.
- a. A fee will be assessed to the reserving Owner to cover expenses needed to remedy damages.
- 12.10. Parking.** The Reserving Owner shall advise guests of speed and location of visitor parking areas around the center and at each end of the street. No parking is permitted in front of the mail kiosk. It is the responsibility of the Unit Owner reserving the Community Center to advise guests that violation of this rule could lead to their vehicle being towed.
- 12.11. Noise Disturbance.** No loud, boisterous noises, profanity or other offensive behavior is permitted in the Community Center, on its patio/porch or its parking areas. No loud or amplified sounds of any kind are permitted.
- a. Reserving Owners shall request guests depart in such a manner that does not disturb their neighbors.



### **SECTION 13. SALE OF UNIT**

- 13.1. Selling Your Unit.** If a Unit Owner chooses to sell their Unit, they are required to inform the Management Company and the Board at **homesteadcondominiums101@yahoo.com**.

### **SECTION 14. LEASING OF UNIT**

THE UNIT OWNER IS ULTIMATELY RESPONSIBLE FOR ALL VIOLATIONS OF THIS HANDBOOK AND WILL BE ASSESSED

- 14.1. Unit Leasing.** If a Unit Owner chooses to lease their Unit, they are to inform the Management Company or the Board at **homesteadcondominiums101@yahoo.com** and enclose a copy of their Lease with the Tenant and a completed **Appendix K and L**.
- 14.2. Definition of a Lease.** The Board defines a “Lease” as an Owner/Tenant association where the Unit Owner conveys use of their Unit for a specified time. This can be with or without a specific payment from the Tenant to the Owner. A lease agreement is not required for an immediate family member (includes grandparents, parents, siblings, or children) of the Unit Owner but occupant information is still required by the Board. The following conditions apply and, if not complied with, shall subject the Owner to an assessment provided here.
- a. No lease contract will be of less than an entire Unit and must be for a minimum duration of twelve (12) months.
  - b. Any lease agreement shall be in writing, shall be subject in all respects to the provisions of the Condominium Declaration and Bylaws and Rules and Regulations Handbook; and shall provide that the failure by the Tenant to comply with the terms of the Condominium Declaration and Bylaws and Rules and Regulations shall be a default under the lease and subject to eviction.
  - c. **PRIOR** to the commencement of the term of a lease, the Unit Owner shall provide the Management Company, in writing, the name(s) of all Tenants; contact numbers for each adult Tenant, the time during which the lease term shall be in effect; a statement verifying they have conducted appropriate credit and background checks; and a signed and dated statement that no signs will be placed in the yard, and this language is included in the lease agreement. This form, including current application fee, is to be provided to the Management Company and Board at **homesteadcondominiums101@yahoo.com** PRIOR to Tenant’s moving into the Unit. (**Appendix K**)
  - d. The Unit Owner shall provide a copy of the signed and dated acknowledgement form by the Tenant(s) that the Tenant(s) are in receipt of a copy of the current Rules and Regulations. This form is to be provided to the Management Company and the Board **PRIOR** to Tenant occupying the Unit. (**Appendix L**)
  - e. Every **new** lease requires a \$250 processing fee. There is a \$1,000 assessment for not submitting new lease paperwork prior to Tenant occupying the Unit. (**Appendix K**).

## **SECTION 15. RULES VIOLATIONS – ENFORCEMENT PROCEDURES**

- 15.1. Complaints.** Complaints against anyone violating the rules and regulations noted in this Handbook must be submitted, in writing, to the Management Company and the Board. **(Appendix G)** The complaint must contain the name, address, date, telephone number and email of the individual filing the complaint. This information is confidential and your identity is not shared with the violator.
- a. The Board does not accept anonymous complaints.
- 15.2. Responsibility for Guests/Residents.** The Unit Owner is responsible for any violation of the Declaration, Bylaws or Handbook by their guests.
- 15.3. Violations of Governing Documents.**
- a. The Board will have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of reaching a legal remedy to impose compliance, including court costs and attorney fees, will be added to the account of the responsible Unit Owner.
  - b. All costs for extra cleaning and/or repairs stemming from any violation will incur an assessment to the responsible Unit Owner.
- 15.4. Enforcement Assessments.** Prior to the imposition of an enforcement assessment violation, the following procedure will be followed.
- a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
    - i. A description of property damage or violation;
    - ii. The amount of the proposed change and/or assessment amount;
    - iii. A reasonable date by which the Unit Owner must resolve the violation to avoid the proposed charge or assessment, and
    - iv. A statement that the Unit Owner has the right to, and include the process to, request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  - b. To request a hearing, the Unit Owner must return the "Request for a Hearing" form to the Management Company or the Board. This form must be returned to the Management Company or Board no later than the tenth (10th) business day after the Unit Owner received the violation notice.
- 15.5. Request for a Hearing.** If a Unit Owner timely requests a hearing, the Board, at least seven (7) business days prior to the hearing, shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived and the charge for damages and/or the enforcement assessment will be immediately imposed.
- 15.6. Presentation of Evidence at Hearing.** At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to

abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within ten (10) business days after the hearing.

- a. The Association may file a lien for an enforcement assessment and/or damage charges, which remain unpaid for more than ten (10) business days.
- b. In addition to any other action and in accordance with the procedure outlined above, (actual monetary damages and/or an enforcement assessment per occurrence) or if the violation is of an ongoing nature, per day, can be levied by the Board against a Unit Owner in violation.

**15.7. Parking Violations.** For parking violations, the penalty is limited to towing of the vehicle from the premises at vehicle owner's expense or the Unit Owner's/Resident's expense. The cost for repair of any damage to the common property will be assessed to the Unit Owner/Resident plus a fine up to \$100.00. Subsequent violations of this rule are not subject to seven-day (7) notice or any appeal.

**15.8. Maintenance Violations.** If the violation pertains to maintenance of an area that is the Owner's responsibility and notification from the Management Company to the Owner is disregarded, the Association will take appropriate action to repair and/or correct the problem and bill the Owner the cost plus an assessment up to \$100.00.

**15.9. Failure to Comply.** Any Unit Owner/Resident whose failure to comply with these Rules and Regulations, or whose guest fails to so comply, or who has not received written approval to deviate from a particular Rule and/or Regulation, will have their infractions handled as follows:

- a. The Unit Owner will be given a written notice of the first violation within seven (7) business days by the Management Company being in receipt of the violation notice. The Unit Owner will be given a specified time in which to correct the violation and a possible assessment of \$50.00.
- b. The second violation for the same issue will be a \$75.00 assessment. Additional assessments for the same issue within a rolling 12-month period could be up to a \$200.00 assessment.
- e. If there is more than one violation per incident or report, then each will be detailed in the warning and assessed individually as detailed above.

**15.10. Assessments.** All assessments will be sent to the Management Company and payable to "The Condominium at Homestead in Pickerington Association" and in accordance with the Condominium Declarations, such assessments will be considered Special Individual Unit Assessments with all accompanying legal rights of the Association regardless of whether the infractions are committed by the Unit Owner/Resident or their guests.

**15.11. Response to Violation Notice.** Any Unit Owner/Resident shall have the opportunity to respond to the receipt of a notice of infraction or assessment, by returning the "Request for a Hearing" notice to the Management Company. This request for a hearing with the Board of Directors should be received within ten (10) business days after receipt of a notice of infraction or assessment. The Board of Directors shall schedule a hearing no later than ten (10) business days after receiving request. The Board must give the Owner a minimum of

seven (7) days, in writing, to schedule a hearing. The Board of Directors will respond, in writing, to the Unit Owner/Resident of its decision and discipline imposed, if any, within ten (10) business days after the date of this hearing.

**15.12. Legal Action.** Notwithstanding anything contained in these Rules, the Board shall have the right to proceed immediately with legal action for any violation of the Condominium Organizational Documents, as the Board, in its sole discretion, may determine. All costs incurred in compelling compliance including, but not limited to attorney fees, shall be added to the account of the responsible Unit Owner.

**15.13. Special Individual Assessment.** In addition to any other action and in accordance with the procedure outlined in below, actual damages and/or a Special Individual Assessment levied by the Board as an enforcement assessment of up to, but not exceeding \$1,000.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against a Unit Owner if they or their Residents are in violation.

**15.14. Additional Assessments.** Prior to the imposition of a Special Individual Assessment levied by the Board as an enforcement assessment for a violation, the below procedure will be followed:

- a. Written notice(s) will be served upon the alleged responsible Unit Owner in person or by certified mail, specifying:
  - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed assessment;
  - ii. A description of the property damage or violation;
  - iii. The amount of the proposed charge and/or Special Individual Assessment levied by the Board as an enforcement assessment; and
  - iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or Special Individual Assessment levied by the Board as an enforcement assessment.
- b. To request a hearing, the Unit Owner must complete and return the Request for Hearing to the Management Company not later than the tenth(10<sup>th</sup>) business day after receipt of the notice referenced above. The day of receipt by the Management Company is the same as being received by the Board.
  - i. If a Unit Owner timely requests a hearing, at least seven (7) business days prior to the hearing, the Management Company shall provide the Unit Owner with a written notice (via certified mail, return receipt requested or via email) that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to that hearing is waived, and the charge for the damages and/or a Special Individual Assessment, plus processing fees, will be levied by the Board as an enforcement assessment will be immediately imposed; and
  - ii. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held by the Board in

Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose the Special Individual Assessment levied by the Board as an enforcement assessment shall become part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision (via certified mail) and any Special Individual Assessment, plus processing fees, will be levied by the Board as an enforcement assessment within ten (10) business days of the hearing.

- iii. The Association may file a lien for a Special Individual Assessment levied by the Board as an enforcement assessment and/or damage which remains unpaid for more than ten (10) business days.

## **SECTION 16. MISCELLANEOUS**

- 16.1. Keys.** If any keys, garage door openers or codes are entrusted by a Unit Owner/Resident, or their agent, to a member of the Association, whether for such Unit or vehicle or other item of personal property; the relinquishment of the key, garage door opener or code shall be at the sole risk of such Unit Owner/Resident or agent. The Association shall not be liable for injury or loss of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Repair and replacement of mailbox, key and lock is Owner's responsibility.
- 16.2. Signage.** No signs, political or commercial, insignia, display, device or form of external evidence of commercial advertising or use, of any kind, shall be displayed to the public view on the condominium property or on anything on the condominium property. The following signs are permitted:
- a. Signs regarding and regulating the use of the Common Elements approved by the Board (ex., Speed Limit; No Trespassing; Private Property; No Soliciting; Towing).
  - b. Signs advertising the Unit for Sale or Lease shall be displayed on the interior side of a window. No more than one professionally prepared sign not to exceed nine square feet in size may be displayed.
  - c. A security system sign may be displayed in the mulched area outside the Unit foundation.
  - d. Emergency/Medical Alert signs (i.e., oxygen)
- 16.3. Structural Integrity.** Nothing shall be done in any Unit, or to the Common or Limited Common Elements, which may impair the structural integrity of any Unit.
- 16.4. Sex Offender.** No Unit may be occupied (lived in) or leased by any person who is adjudicated, classified, labeled or otherwise designated a "sexual predator" or "habitual sex offender" (or any replacement or substitute term or coding or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code or required to register with a designated registering agency within the State of Ohio or any other State) thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar

statute from another jurisdiction. All City of Pickerington applicable ordinances, laws and the like apply as well.

- a. The foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of ANY Unit Owner/Resident to inquire about, or take any affirmative action to determine, the status of any Resident, 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.
- b. Any violation of this restriction shall subject the Unit Owner and/or any Resident of the Unit to all remedies provided for by law as well as the Association Declaration, Bylaws and its Rules and Regulations. The same will apply to any Unit Owner and/or Resident who provides false or incorrect information or makes false or incorrect statements about any other Unit Owner and/or Resident regarding this Rule.

**16.5. Patio Umbrella.** A free-standing umbrella may be used on patios or porches and should be visually consistent and fit with the colors and tones of the exterior of the Unit.

**16.6. Laundry.** Clothing, sheets, towels or blankets are not permitted to be hung out of, or on, any portion of any Unit.

**16.7. Storage.** The porch or patio shall not be used for storage of bikes, scooters, tricycles or grills. These shall be stored in the Unit’s garage when not in use. Average size deck boxes are acceptable to be stored in the patio and porch area.

**16.8. Firearms and Fireworks.** Firearms are prohibited in the Common Elements except for the limited time during which an individual is transporting a firearm to or from their Unit from his/her vehicle. Fireworks are not permitted anywhere on the property.

**16.9. Mailbox Key.** Lost mailbox keys will require the Owner to purchase and replace the lock and key using USPS approved replacements.

**16.10. Exterior Cameras.** The Board wants to be sure that all Unit owners have a reasonable expectation of the right to privacy and are still able to feel safe in their homes. To that end the, following policy has been adopted concerning cameras:

- a. Doorbell/video cameras can be installed on the front door by any Unit Owner.
- b. No security cameras are permitted in the Common Elements or on any exterior surfaces, *i.e.*, roofs, siding, trim, and other exterior surfaces of the building.