

# Edinburgh Commons Condominium Association

## Community Handbook

This Handbook was prepared by the Board of Directors of the Edinburgh Commons Condominium Association ("the Board") as a source of general information for Unit Owners. **This is not a substitute for the Declaration and Bylaws, which should be read and understood by every Unit Owner.** In the event of a conflict between this Handbook and the Declaration and Bylaws, the Declaration is the controlling document.

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### **Board of Directors**

The Board of Directors ("the Board") has been delegated in the Declaration and Bylaws with the responsibility for operation and management of the Association's affairs. The Board consists of five directors which are elected by the Unit Owners. Candidates for the position of director must be a Unit Owner, spouse of a Unit Owner, or if the Unit is owned by a company, a partner, director, officer, or employee of that company or principal member of an LLC if an LLC owns the Unit.

Elections take place at the Annual Association Meeting. The Board meets quarterly, and as necessary, to review the Association's finances and operations. Any Unit Owner is welcome to attend the quarterly meetings and may be placed on the agenda by contacting the Property Manager two weeks prior to the meeting. Contact the Property Manager for meeting dates and times.

### **Declaration and Bylaws**

Every Unit Owner should have received a set of the condominium Declaration and Bylaws from the previous Owner at the closing of their Unit. The Declaration and Bylaws are the governing documents for the Association. The Declaration and Bylaws were totally Amended and Restated on March 8, 2007. A copy of the Amended and Restated Declaration and Bylaws can be obtained free of charge from the Franklin County Recorder. The instrument number for the Amended and Restated Declaration and Bylaws is 200703080041394. An electronic copy can also be requested from the Property Manager.

### **Property Management**

Towne Properties

777A Dearborn Park Lane, Worthington, OH 43085

Phone: 614-781-0055

Website: [www.towneproperties.com](http://www.towneproperties.com)

Property Manager: Grant Rathburn, [GrantRathburn@TowneProperties.com](mailto:GrantRathburn@TowneProperties.com), direct 614-318-2740

The Property Manager handles the day-to-day business of the association. The Property Manager will dispatch all emergency maintenance, as well as handle non-emergency calls. Please contact the Property Manager – not members of the Board – for any issues.

### **Purpose of the Community Handbook**

The purpose of the Community Handbook is to establish rules that will allow community members to live within the best environment possible for all. The rules are established pursuant to and are an extension of the Declaration and Bylaws. It is the duty of each Unit Owner and resident to become knowledgeable of the Community Handbook. The rules in the Community Handbook are legally enforceable per the Amended and Restated Declaration and Ohio law.

The rules within the Community Handbook may be amended or modified by the Board from time to time as conditions change. While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes, or additions to the Community Handbook.

## **Financial Matters**

### **Condominium Insurance**

The Association will maintain appropriate levels of insurance according to state law and the condominium Declaration and Bylaws. Call or e-mail the Property Manager for policy information. Unit Owners should also maintain a Condominium Unit Owners Policy.

**Note that the Association's insurance policy does not cover the Unit Owner's personal property.** If damages to the Unit are less than **\$10,000.00**, the Unit Owner's insurance will most likely cover those damages, but the Association's insurance will not cover the damages since the Association's policy has a \$10,000.00 deductible. The Association will not file a claim if damages do not exceed the amount of the Association's deductible. It is up to the Unit Owner to file a claim with the Unit Owner's insurance carrier to cover damages to the Unit which do not exceed the Association's deductible.

In the event damages to the Unit and/or the Common Elements exceed the Association's deductible, the Association will file a claim and the Association's insurance deductible will be handled in the following manner:

- Any insurance deductible amounts paid by the Association for casualty loss claims which affect a Unit shall be apportioned between the amount of the deductible attributable to any Unit or component of a Unit and to the Common or Limited Common Elements, based on the respective percentage of total damages to the Unit and Common or Limited Common Elements.
- The amount of the deductible attributed to a Unit or component of a Unit shall be paid by the Unit owner, except in the event that the Association, through its negligence, was the cause of the damage to the Unit.
- If the damage to the Unit and/or Common Elements (including Limited Common Elements) is caused by the negligent or intentional actions of the Unit Owner, guests, or occupants of the Unit, the entire deductible shall be paid by the Unit Owner.
- If the Unit Owner fails to pay the apportioned amount within a reasonable time as determined by the Board, then the Board may file a lien against the Unit for nonpayment of the deductible amount and foreclose on that lien pursuant to Ohio law.
- In addition, the Board may seek a personal judgment against the Unit owner for nonpayment of the amount of the deductible which is not paid. The Unit Owner will be responsible for all costs of collection, whether for actions in equity or at law, including attorney fees and paralegal fees that are incurred by the Association as a result of the Unit owner's nonpayment of the deductible.

### **Delinquency Policy on Fees and Assessments**

Monthly assessments are due on the **1<sup>st</sup> day** of each month. Monthly assessments are considered late if not received within **10 days** of the due date.

An administrative late fee of **\$10.00** per month shall be assessed for any late payment or any unpaid assessment due the Association. The Board reserves the right to increase the late fee from time to time. An NSF fee of up to **\$75.00** (or the amount the bank charges the Association if more than \$75.00) shall be charged to the Unit Owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit Owner's account.

The Association's attorney shall send a demand letter to any Unit Owner who is **60 days** or more in arrears. Any Unit Owner who is more than 60 days in arrears shall hereby have their voting privileges revoked until such time as their account is brought current.

The Association's attorney shall prepare and file a lien against any Unit Owner who is **90 days** or more in arrears. The Association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.

The Association's attorney shall prepare and file foreclosure against any Unit Owner that is delinquent in the payment of any assessments and related charges by more than **\$2,500.00**. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs. Once the Board

has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

The Association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization, in any foreclosure initiated by the Unit Owner's lender or another lien holder. The Association's Cross-Claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.

At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

All costs related to collection of unpaid assessments and amounts owed, including, without limitation, attorney fees and paralegal fees, court costs, postage, and recording/filing fees, will be charged to the delinquent Unit Owner's account and made a part of the unpaid balance owed to the Association.

Payments received on delinquent accounts shall be applied in this order: (1) first, to any interest owed to the Association; (2) second, to late fees owed to the Association; (3) third, to collection costs, attorney fees, and paralegal fees incurred by the Association; and (4) fourth, to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the Unit.

In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein, or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

The fiscal year begins on April 1st and ends on March 31st.

### **Utilities**

Residents are responsible for maintenance and payment of their own gas, electric, cable television, internet, and telephone. A new resident is responsible for calling to initiate service with the appropriate utility company on the date of possession. The Association pays water, sewage, trash, and common street lighting.

The Association participates in a telecommunications revenue share / marketing program with Choice Property Resources and Spectrum. The Association will receive quarterly payments from Choice based on the negotiated percentage for each type of Spectrum service cable/internet selected by our residents. Residents are not required to choose Spectrum however The Association is only allowed to partner with one company for this program.

## **General Information**

### **Architectural Changes / Window Coverings**

All windows located in outside walls or in doors attached to outside walls should contain clear glass or clear acrylic material. Nothing shall be hung or displayed on the outside or inside of windows except solid, neutral-color (beige, taupe, gray, cream, brown, black, or white) drapes, curtains, or blinds and battery-powered or electric candle lights (limit 1 per window).

No sign, awning, canopy, shutter, window box, antenna, transmitter, or any other device or ornament shall be affixed to or placed upon exterior walls, doors, fences, windows, or roofs or in, on, or over a patio unless authorized by the Board in writing prior to installation.

## **Bird Feeders**

Bird feeders are prohibited in the Edinborough Commons community. The seeds which fall to the ground tend to attract rats and other pests.

## **Carport Storage**

The first impression of our community is the carport areas. Carports may be used for limited storage of items but must be kept in a clean and orderly fashion. Storage should allow for vehicle access/parking within the carport itself. Unit Owners and residents are responsible for removal of leaves and other debris from their carports as they accumulate.

Enclosed bins and cabinets are encouraged for storage of items. Gardening tools, rakes, brooms, and other equipment should be neatly stored. Patio furniture, folding chairs, plastic chairs, and lawn chairs may be stored in carports, but cushions and pillows should be stored indoors to deter rodents from nesting.

The following items are prohibited from being stored in carports:

- Gasoline
- Paint cans, household chemicals, and solvents
- Construction materials, including lumber, drywall, sinks, toilets, bathtubs, flooring, cabinets, and counters (unless actively renovating; a maximum 3 months' storage is permitted during the renovation process)
- Household furniture and upholstered items
- Foodstuffs, toiletries, and common household/pantry items
- Trash, including trash cans and loose trash bags

## **Disputes Between Owners – Formal Hearing**

Per the Declaration and Bylaws, in the event of any dispute between Unit Owners as to the application of any rule or regulations, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date, and place for a hearing within **30 days** thereafter and give written notice to each party no less than three days in advance of the hearing. The Board shall hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within **30 days**. No legal action of any type may be initiated by either party unless the dispute has first been submitted to and determined by the Board. (See also *Formal Complaint Form*.)

## **Firewood Storage**

Firewood may be stored on the patio or in the carport. Firewood is a potential carrier of termites and carpenter ants, so extra care in storing firewood must be taken. Firewood must be stored on a metal rack at least 2 inches above the floor/ground and 12 inches from any fence or wall. An air tight container or container proven to alleviate termite/ant problems should also be used.

Violators will receive a notice to correct any issues pertaining to firewood within **10 days**. If the issue is not corrected within 10 days of the date of the notice, the Property Manager is authorized to remove the firewood at the Unit Owner's expense.

## **Flags**

The following flags may be flown or displayed at any time following proper flag protocol:

- The current and official flag of the United States of America
- The current and official flag of the State of Ohio
- The current flags of the branches of the United States Armed Forces, including the Coast Guard
- The current POW / MIA flag
- Service star banners such as the Blue, Gold, and Silver Star banners provided to and displayed by veteran family members of the Armed Forces, may be displayed.

All other flags are prohibited, except for garden flags as specified below in “Garden Items”.

Approved flags must be no larger than 3 feet x 5 feet. One flag holder per unit may be installed on the rear patio fence within the fence frame (not the fence boards). Flags may not be placed in windows, on doors, on exterior walls or fences, on roofs, or in the Common Elements.

Owners are responsible for the maintenance, condition, and appearance of their flags. Flags that are in poor condition must be replaced. As part of proper flag protocol, flags flown or displayed at night should be illuminated.

### **Flowers, Plantings, Landscaping, and Mulch**

Unit Owners are encouraged to plant flowers and foliage in the mulched areas immediately adjacent to the front and rear of their Units. Unit Owners are responsible for the watering, maintenance, and disposal of any items or materials they plant. Unit Owners may also display artificial plants in these areas provided they resemble naturally-occurring plants in size, color, and appearance and are removed when damaged or weathered.

All Unit Owners – including those who do not plant flowers or foliage – are responsible for keeping the mulched areas immediately adjacent to the front and rear of their Units maintained by eliminating weeds and overgrowth.

Edinborough Commons currently mulches around the Units during odd-numbered years. To discourage weed growth and ground cracks, Unit Owners are encouraged to add a dark colored mulch in the areas immediately adjacent to the front and rear of their Unit during years in which the Association does not mulch. (NOTE: This expense is not reimbursed by the Association.)

Unit Owners are prohibited from:

- Planting invasive ground cover.
- Planting trees/shrubs or removing Association planted trees/shrubs without prior written Board approval.
- Installing artificial trees, artificial shrubbery, and artificial landscaping material such as rubber chips, rubber mats, artificial turf, colored beads, and artificially colored sand or gravel.
- Planting, displaying, or storing anything on the sides of the buildings.

### **Garden Items**

Edinborough Commons encourages individual expression of Unit Owners’ gardens per the following guidelines:

- Garden items should be kept within the space available for planting and not encroach in the Common Elements or areas used exclusively by another Unit Owner or resident.
- Garden items should be kept in good condition, cleaned regularly, and replaced if damaged, discolored, or corroded
- Garden items should not interfere with landscape maintenance.
- All dead or dying materials must be removed.
- Nothing may be planted or placed on the sides of the buildings.

The Board reserves the right to request that a Unit Owner or resident remove garden items if the Board, in its sole discretion, observes these guidelines being abused or not followed in any way.

The following items are permitted in the mulched areas immediately adjacent to the front and rear of the Unit:

- Flower pots
- Traditional planters meant for planting flowers, ornamental shrubbery, or other plants (items repurposed as planters are prohibited as described below)
- Plant stands
- Shephard's hooks
- Hanging baskets
- Window boxes
- Suncatchers
- Pavers
- Landscape lighting
- Non-painted decorative rocks (an exception is made for rocks with a painted sports team logo; limit 1)
- Birdbaths (limit 1)
- Gazing spheres (limit 1)
- Garden flags (limit 1)
- Metallic or wooden pinwheels or spinners (limit 1)
- Trellises (limit 1)
- Small decorative wishing wells (limit 1)
- Wooden, concrete, ceramic, glass, porcelain, or metallic artwork (with Board approval; limit 1)

To avoid deterioration and weed growth, flower pots, planters, window boxes, and hanging baskets are to be removed if there is nothing planted in them or if the plants or materials in them have died. Also, artwork should be freestanding and not be affixed to the buildings or exterior fences.

The following garden items are prohibited:

- Bird feeders
- Wind chimes
- Furniture (patio furniture, bistro sets, stools, benches, swing sets, etc.)
- Plastic lawn and garden decorations
- Statues of any kind (humans, animals, gnomes, cherubs, dragons, gargoyles, trolls, forest faces, etc.)
- Items repurposed as planters (wagons, wheelbarrows, washtubs, appliances, sinks, toilets, furniture, etc.)
- Auto parts (tires, mufflers, engine parts, hubcaps, car doors, etc.)
- Toys (antique wagons, bicycles, tricycles, and pedal cars, etc.)
- Sports equipment
- Fountains
- Mirrors
- Signs (except as defined in the *Signs Within the Community* section)
- Rain barrels
- Any items not specifically permitted above without prior written Board approval

### **Grills, Meat Smokers, Outdoor Heaters, and Open Flame Items**

Covered grills, enclosed meat smokers, and outdoor heaters may only be used in the patio area. No grilling or meat smoking is allowed within carports. When in use, grills, meat smokers, and outdoor heaters must be kept at least **4 feet** away from the building, carport walls, and patio fences. It is recommended that a fire extinguisher be kept nearby when grilling in any area. Adult supervision is required at all times.

Ohio Fire Code states that any open flame items, such as charcoal grills, cannot be used within **10 feet** of any combustible surface or material. Since the patios are not large enough to accommodate the Ohio Fire Code's requirement, and since grilling is prohibited in the carports and Common Element areas, use of charcoal grills within the community is prohibited. Other open-flame items such as turkey fryers, tiki torches, fire pits, chimineas, and log-burning units are likewise prohibited.



Certain grilled items generate a lot of smoke. Please be mindful of your neighbors when grilling or smoking meat. If you see that your neighbors' doors or windows are open, please notify them of your intention to cook and the approximate start time and duration so they can take steps to prevent the smoke from entering their Units.

### **Mailbox Keys**

Mailbox locks and keys are the Unit Owner's responsibility. As part of the moving responsibilities, mailbox keys should be turned over to the new Unit Owner.

If keys are missing, the mail carrier has a master key to open the boxes but will not perform lock switch-outs. Replacement postal/mailbox locks can be obtained at Home Depot or Lowes.

To install a new mailbox lock, try to catch the mail carrier during delivery hours. Remove the U-clip from inside the door by using a flathead screwdriver and tapping upwards. Replace it with a new lock.

You can also try to loosen the existing lock yourself by inserting a large flathead screwdriver in your mail slot's keyhole and turning it to the left 1/8<sup>th</sup> or 1/4<sup>th</sup> of an inch to open the box. With the door open, use a flathead screwdriver to push up on the U-clip. Remove the old lock and replace it with a new one.

### **Moving Responsibilities**

If moving, please contact the Property Manager to provide the new owner of record and closing date. It is the selling Unit Owner's responsibility to make certain all condominium dues and fees are current (the title company will contact the Property Manager to verify all assessments are paid) and that mailbox keys are turned over to the new Unit Owner. It is the selling Unit Owner's responsibility to provide the Association's Declaration and Bylaws and Community Handbook to the new Unit Owners. (An electronic copy can be requested from the Property Manager.) **The selling Unit Owner should tell the realtor that the Unit cannot be sold for use as a rental unit and that the Unit should be listed as owner-occupied.** (See also *Leasing Restrictions*.)

### **Owner Complaints**

Any Unit Owner may file a complaint citing a violation of community rules or provisions of the Declaration. A letter or e-mail appropriately documenting the violation should be sent to the Property Manager for investigation. (A photo of the violation will be helpful in processing the complaint.) Violation complaints will be investigated to verify the violation and, if warranted, enforcement action will be taken by the management company.

It is each Unit Owner's responsibility to coexist peacefully with their neighbors. The Board and Property Manager generally cannot intervene in disputes between residents. Residents are encouraged to first talk to each other in a non-threatening manner to resolve any issues or misunderstandings. If you feel unsafe or threatened, you should call 911, the local police station, or an attorney rather than the Board or the Property Manager.

### **Paint Colors**

Exterior paint colors are determined by the Board. Residents are responsible for painting the front door, carport door, and inward-facing patio fence boards. Home Depot sells a Behr solid color paint (Cordovan Brown) that can be purchased for the front door and patio fencing. Sherwin Williams on Reed Road also has the exterior fence/trim and stucco colors on file. Inward-facing patio fence boards may be painted a different color as long as the other color isn't visible above the patio fence line.

### **Personal Hoses**

To maintain our community's appearance and minimize tripping hazards, personal hoses in carports and in front of the buildings must be stored neatly and out of the way when not in use. Use of a hose caddy or hose reel is

recommended to make hose winding and storage faster, easier, and safer. Hose reels and hangers may not be affixed to the building without the Board's prior written approval.

Hoses in the front of the buildings are shared by all residents.

All hoses must be disconnected prior to the first frost. Any damages caused by frozen spigots, faucets, and associated water lines due to a hose not being disconnected is the Unit Owner's expense.

### Recommended Home Maintenance

It is important for all unit owners to perform routine maintenance on our units to prevent fires and keep everyone safe. Safety information on a variety of topics can be found through the National Fire Protection Association (NFPA) via their website [www.nfpa.org](http://www.nfpa.org)

- Smoke alarms and carbon monoxide alarms: These should be regularly checked to make sure they are working properly. The Columbus Fire Department has a program to provide free battery-operated alarms, call 614-724-0935.
- Dryer vents: A dryer should include a lint filter which should be cleaned before each load of laundry. The outside dryer vent flaps should be unrestricted and able to allow the proper flow of air from the dryer. The area around the outside vent should be kept clear of items that burn as well as leaves, and snow. Before washing/drying clothes that have come in contact with flammable substances (such as gasoline or paint thinners) they should be laid outside to dry.
- Wood-burning fireplace/chimneys: Before using your fireplace for the first time it is recommended you first have it professionally inspected. All unit owners with wood-burning fireplaces should have their chimneys regularly cleaned by a professional (at least once every two years is highly recommended) to prevent the buildup of soot. Never leave a fire unattended. Only burn fuel that is appropriate for your fireplace. Never burn trash or Christmas trees. Keep flammable objects away from the fireplace.

### Rules Enforcement

Per the Declaration and Bylaws, the Board shall have the right, power, and authority to adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, occupants, and their guests thereon, and establish and levy enforcement charges for the infraction. The Unit Owner will be financially responsible for any violations committed by occupants of the Unit or guests associated with the Unit.

Enforcement assessments for noncompliance with the rules or any provisions of the Amended and Restated Declaration and Bylaws will be levied according to the following schedule after the initial warning letter has been sent to the Unit Owner (and Unit occupants if the Unit is not owner-occupied) and the time to cure has expired:

- **Notice to Cure:** Most violations will be provided a **45-day** period to cure unless the violation is a safety hazard or potentially can cause harm to the condominium property or residents. A reminder letter will also be sent if the violation is not cured as the deadline approaches.
- **First Offense:** If the violation is not cured within the 45-day deadline, a **\$25.00** penalty will apply on the first day of the month following the deadline date.
- **Second Offense:** If the violation is not cured by the first (1<sup>st</sup>) day of the month following the First Offense penalty assessment, an additional **\$50.00** penalty will apply.
- **Third Offense:** If the violation is not cured by the first (1<sup>st</sup>) day of the month following the Second Offense penalty assessment, an additional **\$75.00** penalty will apply.
- **Fourth Offense:** If the violation is not cured by the first (1<sup>st</sup>) day of the month following the Third Offense penalty assessment, an additional **\$100.00** penalty will apply.
- **Legal Action:** If the violation is not cured by the first (1<sup>st</sup>) day of the month following the Fourth Offense penalty assessment, legal action will be taken to require the Unit Owner to cure the violation.

The above penalties apply per violation. A **\$30.00** late fee also applies for each month penalties are not paid.

Subsequent offenses for the same violation may result in legal action to enforce the Association's rules and regulations and/or provisions of the Declaration and Bylaws and their amendments.

The following procedures will be taken by the Board and Property Manager related to levying enforcement assessments for violations of the rules and regulations and/or the Declaration and Bylaws and their amendments:

1. A Notice to Cure letter will be sent to the Unit Owner (and occupant if the Unit is not owner-occupied) with written notification of the violation and a reasonable time to cure it.
2. If the violation is not cured after the Notice to Cure letter, or the violation occurs again after the Notice to Cure letter, a notice will be sent to the Unit Owner with the amount of the proposed enforcement assessment, an opportunity for a hearing with the Board within **14 days** from the date of the written notice, and a statement of how the Unit Owner can request a hearing with the Board.

Enforcement assessments will be levied pursuant to the schedule above after the following statutory procedures have been followed:

1. A written notice is sent to the Unit Owner which includes:
  - a. A description of the violation or property damage.
  - b. The amount of the proposed charge/assessment.
  - c. A statement that the Unit Owner has a right to a hearing before the Board to dispute the assessment/charge within **14 days** of receipt of the notice.
  - d. A statement informing the Unit Owner how to request a hearing with the Board.
  - e. A reasonable date (if any) by which the violation must be cured.
2. The Unit Owner must request a hearing in writing no later than **14 days** after the date of the written violation notice sent to the Unit Owner. If the Unit Owner fails to timely request a hearing in writing, the Unit Owner will have waived his or her right to a hearing, and the Board will immediately impose the assessment/charge to the Unit Owner's account.
3. If a Unit Owner timely requests a hearing with the Board to dispute the assessment/charge, the Board must provide written notice to the Unit Owner of the date, time, and location of the hearing at least **7 days** before the hearing.
4. If a hearing is held to dispute the assessment/charge, the Unit Owner may provide any information to the Board he or she feels necessary related to the violation. The Board will then provide the Unit Owner with a written decision regarding the assessment/charge no later than **30 days** after the hearing.
5. All notices regarding the enforcement policy will be sent by regular or certified U.S. Mail to the home address and/or mailing address of the Unit Owner. Violation notices may be sent electronically (through email) to the Unit Owner if the Unit Owner has provided a valid email address for violation notices.
6. The Board has the authority, by a majority vote of the Directors, to revise the amount of the enforcement assessments from time to time.

### **Safety within the Community**

The streets within our community are very narrow, with several blind curves and a lot of delivery traffic. Drivers might not see an individual in the streets when rounding the curves. Furthermore, the close quarters of our parking lot and carports make it more likely that owners' vehicles may be damaged by persons within the parking lot or carports when using personal property in those areas.

Individuals should not congregate or play in the street on Shannon Lane or Tartan Lane, behind the dumpsters, or in the carports. There are local and nearby areas for residents and their guests to congregate or use as recreational areas, such as Gables Elementary School and Northcrest Park.

No person shall trespass or disturb another Unit Owner or resident by accessing a Unit which is not that person's Unit or place of residency. Additionally, no person shall access a patio, vehicle, or storage cabinet of another Unit Owner, resident, or guest without permission from the person owning that property. Personal property should not be left or used within another Unit Owner's patio or property, including the carport areas.

If you see someone trespassing on the Edinborough Commons property, **please do not engage them**. Contact the police and the Property Manager to file a report.

### **Signs within the Community**

No signs will be permitted within the community, except as follows:

- One professionally prepared "For Sale" sign may be placed in a window of the condominium that is no larger than 3 feet x 3 feet (9 square feet).
- A professionally prepared security system decal or "Beware of Dog" sign may be placed in the window.
- A small security system sign post may be put in the mulched area closest to the front door and carport.
- Real estate signs are not permitted in any Common Elements. However, Open House directional signs are permitted in the Common Element areas for 2 hours before and during the Open House event. These signs must be removed immediately after the Open House.

### **Solicitation and Garage Sales**

Solicitation by commercial enterprises is not authorized at Edinborough Commons. In a like manner, and due to restricted parking availability, garage sales and tag sales are specifically prohibited.

### **Trash Disposal**

The community dumpsters are for the disposal of ordinary trash. There is also a nearby recycling center at Northcrest Park located at 5085 Reed Road, just across Bethel Road. Residents are encouraged to recycle their cardboard, paper, glass, plastic, and aluminum/tin products at this location.

Residents may not place any items in front of, around, behind, or against any dumpster, except for the designated bulk pickup area behind the dumpster at the Tartan Lane / Drew Avenue entrance. The trash truck will skip emptying a dumpster if items are left outside of or against the dumpster. Items left outside the dumpsters also provide food and shelter for rats. Likewise, residents are to avoid leaving trash bags on their patio or in their carport since they attract rats.

The City of Columbus may fine the Association if prohibited items are placed in the dumpsters. **A designated bulk pickup area for prohibited dumpster items is located behind the dumpster at the Tartan Lane / Drew Avenue entrance.** The access gate is at the rear of the corral.

### **Items that may be placed in the bulk pickup area include:**

- Furniture (leave assembled, but remove any glass and place it in a taped box marked "Glass")
- Mattresses / box springs
- Carpeting (roll into 2 ft x 4 ft bundles and tie with a rope)
- Appliances that DO NOT contain refrigerants
- Check the City of Columbus' website for other permitted bulk pickup items

### **The following items are prohibited from being placed in the dumpsters OR the bulk pickup area. Residents must make their own arrangements for the disposal of these items:**

- Auto parts, car batteries, and tires
- TVs, stereos, speakers, computers, and monitors (some of these items can be recycled; see below)
- Refrigerated appliances such as refrigerators, freezers, dehumidifiers, heat pumps, water coolers, and air conditioners
- Pianos, pool tables, and other large items
- Building materials such as drywall, tile, and flooring (unused materials can be donated; see below)
- Renovation items such as old bathtubs, furnaces, and fixtures such as ceiling fans, sinks, toilets, cabinets, railing, etc. (some of these items can be donated; see below)

Most electronic devices can be recycled at any Best Buy store. There is also an Eco ATM located inside the nearby Walmart Supercenter at 2700 Bethel Road where you can potentially receive money for recycling old smartphones, tablets, and mp3 players. Many Verizon and T-Mobile stores also have drop boxes for old phones.

Certain building materials, renovation items, furniture, and appliances can be donated to the nearby Habitat for Humanity “ReStore” located at 2555 Bethel Road. Visit <https://www.habitatmidohio.org/restore/donations.html> for a list of acceptable items, or call (614) 364-7028. Many donations are tax deductible, and you can even schedule a pick-up of your items.

### **Watering of Lawn**

During the summer months, residents are encouraged to help water the grass around their Unit. Watering during early morning and early evening hours is recommended.

## **Common Elements and Limited Common Elements**

The Common Elements include all elements of the grounds except for the Limited Common Elements of the front porch, patio, and carport. The Common Elements consist of the exterior of each building, roofs of the buildings, carports structures, green space, walkways, specific parking areas designated on the Declaration Drawings, and private roadways. No Unit Owner has the authority to change or modify these Elements unless he / she has the proper permission from the Board in writing prior to doing so.

All Unit Owners own the Common Elements collectively. However, the Board has the authority to adopt and enforce reasonable rules and regulations regarding the use of any portion of the Condominium Property as the Board deems necessary or desirable to promote harmony, serve the best interests of the Unit Owners as a whole, and to protect and preserve the Condominium and Condominium Property. No one shall use the Common Elements in such a manner as to disturb others.

The Common Elements are to be used for the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the residents. The exceptions to use of the Common Elements are:

- Obstructing the sidewalks, entrances, parking areas, or driveways for any unreasonable period of time
- To store personal property
- To divert utilities serving the Common Elements for an exclusively personal use
- To start or maintain a fire (including cooking, except inside covered grills within a patio area)
- To place or dump any type of trash, garbage, refuse, debris, or other materials anywhere in the Common Elements other than the trash dumpsters provided by the Association
- Persons cannot use markers, paint, crayons or any other permanent/semi-permanent materials to write or draw on the sidewalks or concrete areas outside of the patio. (Sidewalk chalk is permitted.)

The Board can also make rules that protect the integrity of the lawn and landscaping within the Common Elements and to preserve the quiet enjoyment of the Condominium Property by all Unit Owners and residents. Restrictions apply to use of the Common Elements for recreational purposes in the sense of games, sports, furniture, and personal items.

Limited Common Elements are for the exclusive use of the Unit Owner or resident of the Unit associated with the Limited Common Elements and include the front porch, patio, and carport. The Limited Common Element of the patio extends from the face of the four walls to 18 inches above the top of the fence. Patio exceptions that may extend above the fence include awnings, flags, table umbrellas, satellite dishes, and string lights.

Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Elements or Limited Common Elements caused by any negligent or intentional act by the Unit Owner, residents of a Unit, or guest of any Unit Owner or resident. This includes any damages which result from water seepage through improperly installed or maintained doors and windows or other damages stemming from lack of maintenance of a Unit by the Unit Owner.

## Activity in Common Element Areas

Residents may congregate and socialize within the Common Elements as long as they do not disturb the peaceful and quiet enjoyment of the other Unit Owners and residents in the community and as long as all trash created by socializing on the Common Elements is removed immediately after the gathering. Tables, chairs, and other personal items are permitted in the Common Elements while in use but must be taken inside the Unit, carport, or patio when not in use. No personal property is to remain on the Common Elements after use.

Lawn games are permitted in the Common Elements as long as they do not cause damage to the lawn or property and are removed when the game is finished. Examples of permissible lawn games are cornhole, bocce, and croquet. Examples of prohibited lawn games are horseshoes and lawn darts, as they can damage the lawn.

Sports activities such as baseball, softball, basketball, football, lacrosse, street/field hockey, cricket, tennis, golf, dodgeball, track & field events, archery, target shooting, paintball and similar activities are prohibited in the Common Elements, driveways, and parking areas. Associated sports equipment such as goalie nets, goal posts, basketball hoops, trampolines, and bicycle/skateboards ramps are also prohibited. The Board reserves the right to remove any equipment or personal property left on the Common Elements that is prohibited or left after use.

## Radon Mitigation Systems:

Radon mitigation systems are permitted. Residents wanting to install such a system are responsible for the cost. All exterior radon piping must be painted as part of the installation. The Improvement and Alteration Agreement must be submitted to and approved by the Board prior to installation. Upon approval the paint colors for the exterior piping will be communicated to the owner in accordance with our approved exterior color scheme.

## Awnings

Awnings are permitted over the rear door to the condominium Unit. Prior written approval from the Board is required to install an awning. The *Improvement and Alteration Agreement* must be submitted to and approved by the Board prior to installation.

### Specifications

- One awning style is approved.
- The approved color is dark brown (Sunbrella #4621 – True Brown from Capital City Awning).
- Awning measurements must not exceed, 84" wide, 42" projection, 28" wall.
- Frames must be welded.
- The top attachment must be into the studs. (A toggle bolt type of attachment is not permitted.)
- Center the awning over the sliding door to allow for future replacement of the door with a standard unit. This will allow 6" of excess door space on each side of the awning.

Unit Owners are responsible for regular cleaning and maintenance of their awning.

New installation or replacement canvas can be obtained locally from:

Capital City Awning  
577 North 4th Street  
Columbus, Ohio 43215  
614-221-5404 or 800-238-1121

## Driveways

All driveways are Common Elements and are considered the same as city streets. The speed limit within the community is **15 mph**. Reckless operation, excessive speed, and parking/driving on the lawn areas is prohibited.

## Holiday Decorations and Lights

Holiday decorations may be placed in the mulched areas immediately adjacent to the front and rear of the Unit and on the front patios of Units which have them. Holiday wreaths may also be placed on front doors, carport doors, exterior patio fences, and on the front patios of Units which have them.

Holiday lights may be displayed from November 1<sup>st</sup> to January 15<sup>th</sup> along patio fences and in bushes in front of, behind, and on the sides of the buildings. (Holiday lights are prohibited during the rest of the year.)

Inflatable decorations and projectors are prohibited. Also, no holiday decorations or lights may be placed:

- In windows (except for battery-powered or electric candles; limit 1 per window)
- In community trees
- In any areas which require a ladder to place
- Around the front door frames or on storm doors

All holiday decorations and lights must be removed within **3 weeks** after the holiday.

### **Leasing Restrictions**

Pursuant to Article III, Section 2 Restrictions, (G) Renting and Leasing of the Declaration and Bylaws adopted March 8, 2007, Edinborough Commons is an owner-occupied community, with restrictions in place on leasing. Owner-occupied Units must be occupied by the Unit Owner or, with prior written Board approval, immediate family members of the Unit Owner and/or the Unit Owner's spouse. "Immediate family members" are defined by the Board as parents, children, grandparents, siblings (including step-siblings and half-siblings), nieces, and nephews. (Grandchildren, aunts, uncles, and cousins are not considered immediate family members.)

Unit Owners may lease their Units to immediate family members under the following conditions and restrictions pursuant to the "Exceptions to Leasing Rule" addendum to Article III, Section 2 of the Declaration and Bylaws adopted December 4, 2012:

- The Unit Owner will be temporarily absent because of family obligations which constitute a medical, healthcare, and/or financial emergency or hardship on the Unit Owner or a family member, and only for a rental term as approved by the Board.
- The Unit Owner is absent, and a family member as described above will reside in the Unit temporarily to attend college, and only for a rental term as approved by the Board.
- The Unit Owner has sold the Unit, and possession to the new Unit Owner is delayed pursuant to the terms of the sales contract. The prior Unit Owner remains in possession as tenant, but only for a period of time which the Board determines is reasonable (usually no more than 60 days).
- The Unit Owner is a trustee of a family trust, wherein the Unit is held for the benefit of either the grantor of the trust or the grantor's spouse, and the occupant of the Unit is the grantor or grantor's spouse. (A copy of the relevant provisions of the trust must be provided to the Board at the time of occupancy.)
- The Unit Owner has experienced a job transfer and wishes to rent the Unit to a family member as described above until the Unit can be sold, where the Unit is listed for sale by a broker and for a rental term approved by the Board.
- For any other reason deemed by the Board in its sole discretion to constitute a hardship or a unique family or ownership circumstance justifying granting of a lease or general tenancy to a family member as described above.
- For military service.
- As required by state or federal housing laws.
- During the period of probate of the Unit Owner's estate wherein an heir or heirs of the estate have taken possession of the Unit pending title transfer to the heir or heirs for such reasonable time as determined by the Board.

All requests for an exception or hardship variance under the above rules must be made in writing to the Board. The Board shall review the request and either grant the request in writing or hold a hearing on the issue. In this

regard, the Board will want to review the proposed lease, trust, or other relevant documents. No occupancy shall be given to new occupants prior to the Board's written approval.

All leases must be in writing and shall not extend beyond **one (1) year**, unless for good reason as determined by the Board. All leases must contain the language that the lease is subject in all respects to the provisions of the Declaration, Bylaws, and rules and regulations of the condominium and that failure to abide by these shall constitute a default under the lease. No Unit, by virtue of a variance, will become a permanent rental Unit under the leasing restrictions or be subject to any grandfathering rules and shall in all respects be governed by the terms of the variance as granted by the Board.

Short-term leasing of Units through services such as Airbnb or VRBO is prohibited.

### **Mechanical Work on Vehicles**

There will be no mechanical work or service on any vehicles in or out of the carports, except for:

- Topping-off minor fluids such as washer, radiator, and brake fluid.
- Emergency repair of a flat tire or low air pressure in a tire.
- Replacements of wiper blades, light bulbs, air filters, batteries, and spark plugs.

Oil changes, muffler/exhaust changes, brake work, engine repairs, and any other mechanical work on vehicles not permitted above are prohibited on the premises.

### **Modifications and Improvements**

Modifications, changes, additions, or improvements to the exterior of the Unit buildings, Common Elements, and Limited Common Elements may not be made without prior written approval of the Board. This includes replacement of exterior doors and windows and the installation of awnings.

Nothing should be done that would impair the structural integrity of Common Elements, which includes exterior walls, roof and roof structure, internal structural walls, basement walls, ceiling joists, and floor joists. **The wall between the living room and kitchen/dining area is a load-bearing wall, and proper structural support is required if that wall is removed.**

### **Noise**

Residents are encouraged to keep noise to a minimum. Loud vehicles with modified or poorly maintained engines or exhaust systems should "throttle down" when on Shannon Lane, Tartan Lane, Drew Avenue, and Reed Road to minimize the vehicle's sound within the community. Engines are not to be "revved" while on the premises unless absolutely necessary to start the vehicle.

Please be mindful of your neighbors by keeping music and outdoor conversations and activities to respectful levels. Residents are encouraged to notify their neighbors in advance of any parties or gatherings they host so the neighbors can expect a temporary increase in noise.

### **Parking and Vehicle Rules**

All Unit Owner and resident vehicles must be registered with the Property Manager. Any vehicle parked on the Common Elements or Limited Common Elements for a period in excess of **7 days** may be removed by the Board at the expense of the vehicle's owner.

Residents with two vehicles must use their carport and marked parking space before using guest spaces. Residents with more than two vehicles must park the extra vehicles in areas designated by the Board.

All vehicles parked on the Common Elements or Limited Common Elements (carports) must be operational and shall display a current vehicle license plate and tags in the state for which it is licensed and registered. No vehicle may be repaired or disassembled on any portion of the Common Elements or Limited Common Elements.



No boats, trailers, motor homes, campers, travel trailers, or trucks larger than 1-ton pickups may be parked on Shannon Lane or Tartan Lane overnight without advance written approval by the Board. Vehicles such as ATVs, UTVs, go-karts, golf carts, dirt bikes, and snowmobiles are not permitted within the community.

No vehicles shall be parked in a manner that creates a driveway hazard or blocks any street, driveway, ingress/egress to a carport, or normal ingress/egress of other residents and emergency vehicles. Due to the narrow streets and blind curves within our community, double-parking behind other vehicles and parking along the curb adjacent to buildings is prohibited except for delivery trucks, commercial moving vans when conducting business, and commercial trucks when in the area to perform service or repair work.

The Board may levy a Special Individual Unit Assessment against the Unit Owner who violates these rules, including the Unit Owner's family members, guests, tenants, or invitees.

### **Personal Property in Common Elements**

All personal property such as tables and chairs (when not in use), bicycles, toys, trash cans, ladders, etc., must be kept inside the patio or carport areas. No personal property should be visible above the patio fence with the exception of awnings, flags, table umbrellas, satellite dishes, and string lights.

The following items are also prohibited in the Common Elements:

- Mounted hose reels
- Swing sets and play sets
- Laundry (including swimsuits, towels, rugs, etc.) hung over any patio fence, laundry poles, or clotheslines

### **Pets**

To prevent issues of animal hoarding and unsanitary conditions, residents are limited to a maximum of **4 pets** per Unit, except for fish and other aquatic creatures.

The following animals are permitted as pets within our community:

- Dogs
- Domestic cats
- Birds under 12" in height
- Fish and other aquatic creatures in aquariums no larger than 100 gallons (the 4-pet limit does not apply)
- Rabbits
- Hamsters
- Gerbils
- Guinea pigs
- Chinchillas
- Sugar gliders
- Hedgehogs
- Squirrels
- Raccoons
- Ferrets
- Turtles (except snapping turtles)
- Non-poisonous frogs and toads
- Salamanders
- Axolotls
- Crabs less than 4" in width
- Non-venomous lizards under 24" inches in length (iguanas, geckos, chameleons, etc.)
- Non-venomous snakes under 36" inches in length

All other animals not listed above are prohibited, including:

- Mice/rats
- Bats
- Insects (including bee hives and ant farms)
- Arachnids
- Pot-bellied pigs
- Goats
- Monkeys/apes
- Birds, crabs, lizards, and snakes that exceed the limits in the permitted list above

Unit Owners, residents, and guests are responsible for promptly cleaning up after their pets. Patio areas and Common Elements must be kept clean and free of pet waste. Pet waste is unsanitary, attracts rats, and reflects poorly on our community. Those who do not pick up after their pets receive one warning and are then fined **\$25.00** for the second offense, **\$50.00** for the third offense, and **\$100.00** for each offense thereafter. Residents are encouraged to report anyone who is not picking up after their pet to the Property Manager.

All pets must be walked on a leash not more than 8-feet long. No pet shall be tethered outside on the lawn or Common Elements, nor shall any pet be tied to any patio fence or tethered, caged, or gated on the front porch area. No animal pens or houses are permitted. No pet is allowed to substantially interfere with the quiet enjoyment of residence. Pet owners shall be deemed in violation if their pet is left outside barking, yelping, or whining for more than 15 minutes in a 1-hour period.

If the Board determines that a pet constitutes a nuisance or creates a detrimental or dangerous condition for Unit Owners, the Board may order the owner to remove the pet from the condominium property. The Board may charge any pet owner the cost of repairing any damage to the condominium property caused by the pet.

### **Restrictions of Sex Offenders Residing in the Community**

Edinborough Commons Unit Owners approved an amendment in 2018 which prohibits persons that have been convicted of sex offenses per Ohio law for Tier 1, Tier 2, and Tier 3 offenses and who are required to register residency with the county Sheriff's office from residing in the Edinborough Commons community. The amendment was recorded on December 14, 2018 with the Franklin County Recorder in Instrument Number 2018 12140169197.

Unit Owners and residents are responsible for reviewing sex offender information provided by the State of Ohio and Franklin County Sheriff's Department as to the location of sex offenders in our area. The Board will not provide this information to Unit Owners or residents due to liability concerns if inaccurate information is provided, so each Unit Owner or resident is responsible for knowing this information.

### **Satellite Dishes**

Satellite dishes are prohibited in Common Element areas. Dishes may only be installed inside the rear patio with Board permission and under the following conditions:

- Dishes must be 39.37 inches or less in diameter.
- The dish installation shall be of quality construction and must conform to all applicable building codes and manufacturer's specifications. Specifically, dishes must be properly grounded according to applicable codes and manufacturer's specifications.
- All cables and wires must be routed in a manner such that they are not easily visible from neighboring units or from the street.
- Posts set within the fenced area must not exceed 18 inches above the height of the patio fence.
- Under no circumstances is the dish to be attached to the Common Elements of the fence, garage wall, or building wall. Dishes must be installed within the fenced patio Limited Common Element only.

- The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.
- The Board reserves the right to specify the location where the dish is to be mounted assuming the location picks up a signal. The Board is not required to allow dishes in or on the Common Elements
- The Unit Owner is responsible for any damage to the Unit caused by the dish or its installation within the Condominium Property.

The location of most satellites available to Edinborough is 210 degrees south/southwest. The position above level is 40 degrees.

### Security Cameras

Unit Owners may install security camera(s) under the following restrictions:

- Security cameras are not to be mounted or placed upon the Common Elements of the condominium property without prior written approval from the Board. The Board must approve the location and placement of the security cameras prior to installation.
- Each Unit Owner is personally responsible for any costs related to damages to the Common Elements if a camera is mounted in the Common Elements. The Board has the right to remove the camera(s) from the Common Elements if a Unit Owner fails to do so after notice and an opportunity to cure a violation related to the placement or location of the camera(s). The Unit Owner will be charged all costs for repair to the Common Elements, if necessary, and removal of the camera(s).
- Security cameras may be placed within the Limited Common Elements assigned to each Unit without approval from the Board but must not interfere with an adjacent Unit Owner's privacy.
- Security cameras cannot be directed into another Unit Owner's Limited Common Elements or inside another Unit.
- With the exception of doorbell cameras, security cameras may not be directed at another Unit or another Unit's doorway. Each Unit Owner is responsible for ensuring that he or she is not violating the privacy of another Unit Owner or resident.
- Each Unit Owner who installs a security camera is responsible for maintaining and repairing that camera and any related accessories. The Association will not be responsible for maintenance or repairs of any individual security cameras.
- Any dispute between Unit Owners regarding privacy concerns related to security camera(s) will be a dispute between the Unit Owners. Each Unit Owner is responsible for proper use of the camera(s). The Board will not intervene in "Owner to Owner" disputes related to privacy concerns.

### Sump Pumps

Under the Declaration and Bylaws, the Association is required to repair and maintain the Common Elements, which includes sump pumps.

All Unit Owners should have a Condominium Unit Owners Policy for insurance purposes. It is advised that the policy include Sewer and Drain Backup Coverage regardless if there is a sump pump located in the unit. Contact your insurance agent for more information. For damages caused by sump pump failures or drain backups, the Unit Owner's insurance policy is responsible for the first \$10,000.00, and the Association's insurance policy is responsible for 100% of the remaining claim costs. **Note that the Association's insurance policy does not cover the Unit Owner's personal property.** The insurance deductible rule contained in the *Condominium Insurance* section of this Handbook applies to these damages.

All sump pumps are operated on a separate electrical circuit. Unit Owners with a sump pump should regularly test the device to make sure it is functioning correctly. If assistance is needed to do so, please contact the Property Manager. Also, please contact the Property Manager immediately to report a non-working sump pump or sump pump electrical outlet.

### Sump Pump Testing Directions

- *STEP 1:* Verify that the electrical cord for your sump pump is plugged into an outlet. Remove the lid to the sump pump if your pump has a lid. Using a flashlight, inspect the interior of the basin for any clogs or debris. Remove any debris you find.
- *STEP 2:* Pour approximately 5 gallons of water into the basin of your sump pump. Pour slowly at approximately the same speed that water might flow into the basin from the basement until the sump pump turns on and begins to pump out water. Do not pour in more water than the basin will hold. The sump pump should activate when the water level reaches approximately 1 to 12 inches below the surface of the basement floor.
- *STEP 3:* Look for a float on the sump pump. Verify that the float functions correctly and does not catch against the lid or basin, as its proper operation ensures that the sump pump turns on when the water level reaches the correct height.

## Checklist - Pest Responsibilities

Description	Unit Owner Responsibility	Association Responsibility
Carpenter Ants		X
Honey Ants	X	
Pavement Ants	X	
Pharaoh Ants	X	
Carpenter Bees		X
Honey Bees		X
Bedbugs	X	
Centipedes	X	
Chimney Pests (birds, squirrels, etc.)	X	
Chipmunks		X
Earwigs	X	
Fleas	X	
Groundhogs		X
Hornets		X
Indian Meal Moths	X	
Mice	X (if inside the unit)	X (if outside the unit)
Millipedes	X	
Opossums		X
Raccoons		X
Rats		X
Roaches	X	
Silverfish	X	
Skunks		X
Spiders	X	
Squirrels		X
Termites		X
Ticks	X	
Wasps		X

## Checklist - Maintenance Responsibilities

Description	Unit Owner Responsibility	Association Responsibility
Awning replacement, repair, and cleaning	X	
Basement window well covers	X	
Carport: Garage door maintenance and replacement (if installed)	X	
Carport: Structure, siding, and trim		X
Chimney: Exterior siding, exposed flue, and flashings		X
Chimney: Vents, damper within unit, and cleaning	X	
Doors: Damage caused by improper installation or maintenance	X	
Doors: Replacement of front door, storm door, patio door & carport door	X	
Downspout damage at corner of carport	X	
Foundation walls, footings, and footing drains		X
Heating & air-conditioning systems	X	
Hose faucet repair due to not disconnecting hose in cold weather	X	
Landscaping of Common Elements		X
Light bulbs: Replacement and repair of Common Element lighting		X
Light bulbs: Replacement of interior, patio, porch, and carport bulbs	X	
Painting: Exterior building, outward-facing patio fence, and stucco		X
Painting: Interior, inward-facing patio fence, front door, and carport door	X	
Patio: Concrete replacement (general)	X	
Patio: Concrete replacement when required for utility access		X
Patio fence: Frame and outward-facing board replacement and painting		X
Patio fence: Inward-facing board replacement and painting	X	
Utility pipes (gas, water, sewer): Servicing more than one Unit		X
Utility pipes (gas, water, sewer): Servicing one Unit	X	
Property damage within Unit: Personal property	X	
Property damage within Unit: Structure and fixtures <sup>1</sup>	X	X
Road and parking area pavement and markings		X
Roof shingles, flashing, gutters, and downspouts		X
Sidewalks		X
Snow removal from roads, driveways, and sidewalks <sup>2</sup>	X	X
Sump pump <sup>3</sup>	X	X
Trees and shrubs		X
Walls: Exterior		X
Walls: Interior	X	
Weather-stripping	X	
Windows: Damage caused by improper installation or maintenance	X	
Windows: Replacement of front, rear, carport, and side windows	X	
Wiring (electrical, telephone, and cable): Servicing more than one Unit		X
Wiring (electrical, telephone, and cable): Servicing one Unit	X	

<sup>1</sup> Association shares expense only when damage is due to an insurable event. Unit Owner is responsible for first \$10,000 in damages/repairs.

<sup>2</sup> Unit Owner is responsible for removing snow from patio and piles of snow left in front of carport and parking space from snow plows.

<sup>3</sup> Unit Owner must regularly check sump pump function. Association will replace a non-functioning pump or pump electrical outlet.

## Window and Door Replacement Rules

Maintenance and replacement cost for all exterior doors (including the carport door) and windows are the responsibility of the Unit Owner. **All such replacements require pre-approval by the Board.**

### **Garage Doors**

The Board voted in July 2021 to no longer allow approvals of new garage door installations. Prior approvals are grandfathered.

### **Windows and Doors**

The Association Declaration and Bylaws require written permission from the Board before a Unit Owner can replace exterior doors and/or windows. Failure to comply with the process below can result in the Association requiring the Unit Owner to remove an unapproved door or window.

#### Window and Door Replacement Rules

- All front and side windows must be replaced at the same time to maintain a uniform appearance.
- The upstairs rear bedroom window can be replaced separately.
- The kitchen window can be replaced separately since it is hidden by the carport.
- Storm doors can be replaced separately. **The preferred door is the Larson Alexander Self-Storing Mid-View Storm Door in brown**, which is available at Menards. This door contains a screened section which helps ventilate heat that gets trapped between the front door and the storm door.
- Patio doors can be replaced separately. Approved exterior patio door colors are tan or dark brown.
- Carport doors can be replaced separately and are the responsibility of the Unit Owner.
- White is NOT an approved color for any exterior doors or window.

Preferred door and window vendors are Northwest Building Services, Rosati Windows, and Able Roofing. Preferred vendors carry quality products, sell approved colors, and have proven installation track records. Owners can request to use a different vendor, but the style and color of the installed doors and windows must match the rest of the community.

Once you've selected a vendor:

1. Complete the Window and Door Replacement Request Form
2. Submit your request and a copy of the contractor's quote to the Property Manager
3. Replacement work can only proceed with written Board approval

### **Preferred Vendors for Window and Door Replacements**

NBR Contracting Inc. / Northwest Building Services 6192 U.S. Highway 42 Ostrander, OH 43061 740-520-3325 Ask for Joe Nichols	Rosati Windows 4200 Roberts Road Columbus, OH 43228 614-777-4806	Able Roofing 4777 Westerville Road Columbus, OH 43231 614-444-2253
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## **Window and Door Replacement Request Form**

Please submit to the Property Manager

**The Declaration and Bylaws state that changes and improvements to the exterior of the Unit may not be made without written approval from the Board of Directors.** The Property Manager will present this form for inclusion in the minutes at the next Board meeting. The Property Manager will follow up by sending you a letter of Board approval for you to keep in your files. The Board will make a best effort to approve this by email or special meeting within two (2) weeks after receipt.

Windows must be the Slider/Glider type. The exterior color is bronze with a matching bronze frame and gray screen. Debris must be removed from the site at the time of installation.

Replacement is request for:

- (a) all windows front and back,
- (b) all front windows,
- (c) all back windows,
- (d) bay window on side

I request approval for the installation of the above windows: (a) \_\_\_\_\_ (b) \_\_\_\_\_ (c) \_\_\_\_\_ (d) \_\_\_\_\_

- (e) Front entry door (must match existing style and be the approved bronze color)
- (f) Storm door (should be full view or primarily full view style in a bronze color)
- (g) Patio doors (exterior color must be bronze or tan)
- (h) Carport door (must match the existing door style and paint color.)

I request approval for the installation of the above doors: (e) \_\_\_\_\_ (f) \_\_\_\_\_ (g) \_\_\_\_\_ (h) \_\_\_\_\_

Owner \_\_\_\_\_

Unit Address \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please attach a copy of the contractor's quote.

For questions, please contact the Property Manager

Approved by the Board of Directors on \_\_\_\_\_

Signed by Directors \_\_\_\_\_ Date \_\_\_\_\_



## **Formal Complaint Form**

Please submit to the Property Manager

Name of Complainant \_\_\_\_\_

Address of Complainant \_\_\_\_\_

Name of Transgressor \_\_\_\_\_

Address of Transgressor \_\_\_\_\_

Describe the situation, including the date(s), time(s), and location(s):

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Complainant Signature \_\_\_\_\_

## **Improvement and Alteration Agreement**

Please submit to the Property Manager.

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ (Owner)

and The Board of Directors of Edinborough Commons Condominium Association (Board).

**WHEREAS**, the undersigned is the owner of unit # \_\_\_\_\_, address of \_\_\_\_\_, in Edinborough Commons Condominium Association and is desirous of making certain improvements and/or alterations to the limited common element of the condominium property; and

**WHEREAS**, the Board of Directors of Edinborough Commons Condominium Association has voted to permit such improvements and/or alterations to be made upon the execution of this Agreement.

Now THEREFORE, the Owner and Board agree as follows: upon execution of this Agreement, Owner shall perform the below described improvements and/or alterations and thereafter assume responsibility for all maintenance and repair, routine and otherwise, of such improvements and/or alterations, all at Owner's sole cost and expense. All improvements and/or alterations shall be performed in good and workman-like manner, without liens, and at minimal inconvenience to other residents. The Board reserves the right to revoke its consent to perform the improvements and/or alterations in the Board's sole opinion the work is performed in a unworkman-like manner; in which event, Board may have the same removed and restored at Owner's expense.

The Owner hereby further agrees to include in any contract for sale of said unit a clause which expressly binds any future Owner to responsibility for maintenance and repair of the below referenced improvement and/or alterations.

Description of Improvements/Alterations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner further agrees that, if requested by Board, Owner shall execute a Declaration if recordable form for which sets the terms of this Agreement.

**IN WITNESS** thereof, Owner and Board have hereunto set their hands the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Owner's Signature \_\_\_\_\_

**THIS FORM MUST BE ACCOMPANIED BY THE NOTARY ACKNOWLEDGEMENT BY THE OWNER. THE BOARD PRESIDENT WILL SIGN AFTER APPROVAL BY THE BOARD.**

**Notary Acknowledgement**

State of Ohio

County of Franklin: SS

Before me, a Notary Public, personally appeared \_\_\_\_\_, owner,  
and swore the signing hereof to be his/her/their free and voluntary act this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

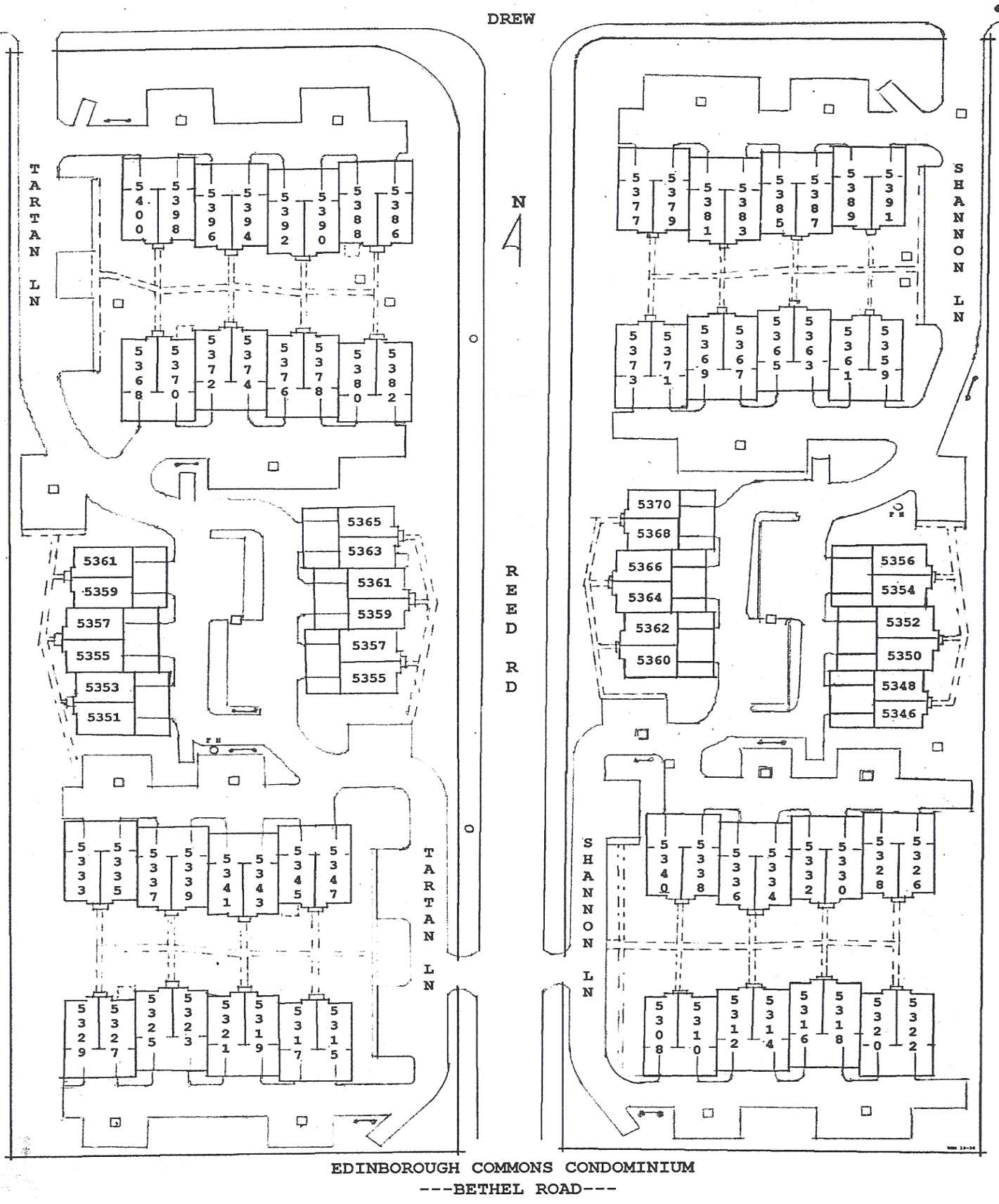
State of Ohio

County of Franklin: SS

Before me, a Notary Public, personally appeared \_\_\_\_\_,  
President of Edinborough Commons Condominium Association, and sworn that he/she is duly authorized to  
sign this agreement and that the same is the free act and deed of Edinborough Commons Condominium  
Association, witness my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

# Community Map



EDINBOROUGH COMMONS CONDOMINIUM  
---BETHEL ROAD---