ARLINGTOWNE

Community Handbook



REVISED July 18, 2022

RULES AND REGULATIONS
UNIT OWNERS
ARLINGTOWNE CONDOMINIUM ASSOCIATION

This booklet is intended to be a handy reference guide for unit owners and Board members of the Arlingtowne Condominium Association.

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PREFACE

ARLINGTOWNE CONDOMINIUM ASSOCIATION
HANDBOOK OF RULES AND REGULATIONS

A Reference for Unit Owners and Residents

We all hope to enjoy our residency at Arlingtowne, and with it a continuing appreciation for the value of the property. To do this, it is necessary that all the residents comply with the rules and regulations contained in this handbook.

By law, all condominium communities must have an association of its owners to provide the services necessary for safety, general property maintenance, and long-term obligations. The owner's condominium fees provide the money to pay for these services, and to provide funding for major future expenses such as roofing, painting, tree replacement, and sidewalk, street, and parking lot repair.

Beyond this, each resident has the duty to understand the general rules and regulations that have been established for the welfare and harmony of all residents, as well as for the protection of the complex.

IMPORTANT TELEPHONE NUMBERS

Police	911
Fire and Emergency Services	911
Upper Arlington Police Department - Non-Emergency	614 459-2800
Upper Arlington Fire Department - Non-Emergency	614 451-9700
Upper Arlington Animal Control	614 583-5411
Columbus Health Department (Environmental Division, Dog Feces Problems)	614 645-7417
Insurance Agent State Farm Insurance Hans Schell	614-888-0606

Management Company

Capital Property Solutions — 614-481-4411
P.O. Box 630
Worthington, OH 43085

General Administration: admin@cpscolumbus.com
Work Orders: workorder@cpscolumbus.com
Accounting: accounting@cpscolumbus.com

BOARD OF DIRECTORS

The Board of Directors has been delegated in the Bylaws the responsibility for operation and management of Association affairs. The Board of Directors consists of three (3) condominium owners, elected by unit owners at the Annual Meeting, for staggered three-year terms.

The Board of Directors has working meetings on a regular basis. Any unit owner can attend these meetings if they have a specific concern or problem they wish to address. In order to do this, contact the Management Company so that your name can be included on the agenda.

All unit owners are encouraged to attend the Annual Meeting, which is held in the first calendar quarter each year. The Board of Directors will send notification of the Annual Meeting to unit owners.

BYLAWS AND RULES AND REGULATIONS

Each unit owner should have received a set of the Condominium Association "Bylaws and Declarations", and the "Rules and Regulations" when they purchased their unit. You should acquaint yourself with the "Bylaws and Declarations" and "Rules and Regulations". Owners who rent their units are required to furnish a copy of the Rules and Regulations to their tenant and reference this document as an exhibit in the lease for their unit.

INSURANCE

The Board of Directors has insured the Condominium Association with State Farm Insurance Company, Hans Schell, Agent (614-764-2411).

FINANCIAL MATTERS

Monthly condominium assessments may be paid by check or money order payable to Arlingtowne Condominium Association and mailed or delivered to the Management Company. Please make sure to include your coupon when you mail your payment to this address.

A late charge of $30.00 per month will be added to any past due account that is not paid by the 21st of the month. Late charges will be added to the fees due for each month in which the dues remain in arrears more than 30 days.

Liens will be filed against any unit when dues are delinquent more that 90 days. Legal fees, recording fees and administrative fees will be added to the account balance of the owner of the unit against which a lien is filed.

Application of payments paid by a unit owner shall be as follows:

1. in satisfaction of all outstanding lien filing charges;
2. in satisfaction of all outstanding late charges;
3. to the payment of common expenses charged against the unit and
4. applied to monthly association assessments.

Returned checks for non-sufficient funds (NSF) will be:

1. charged back to the individual owner's account;
2. charged a $30.00 handling fee;
3. held until a replacement check for all amounts owed has cleared paying for all charges incurred including any late charge incurred as a result of the NSF check.

ENFORCEMENT ASSESSMENTS

Residents who fail to comply with the Rules and Regulations will be sent a notice outlining the problem. If the problem is not corrected in accordance with the procedure detailed in the Rules Enforcement of Assessment or Charges section of this handbook, a $50.00 fine will be assessed to that unit owner. If the fine is not paid or the violation is not resolved the offense will be subject to an additional $50.00 fine for each subsequent 30-day violation.

GENERAL RULES

Purpose

The purpose of the Rules and Regulations is to establish rules that will allow the community to live within the best environment possible for all.

Modification

The Rules and Regulations are effective as of the date approved by the Board of Directors. The rules may be amended or modified from time to time, as conditions change, upon approval by a majority vote of the Board of Directors. Such amendments or modifications shall become part of the rules and become effective upon approvals by the Board of Directors.

Enforcement

It is the duty of each unit owner to know and abide by the Rules and Regulations.

Rules Enforcement of Assessment or Charges

Any resident of the community may file a complaint citing a violation of these Rules and Regulations. A letter of complaint appropriately documenting the violation should be mailed to the managing agent. The complaint will be investigated and processed for further action. A complaint form (Exhibit A) is in the back of this handbook or you may email your complaint to the Management Company. Residents who fail to comply with the Rules and Regulations will be sent a warning reminder of the violation. If it reoccurs, or is not corrected after notice is received, the resident will be asked to appear before the Board to explain their actions or the resident will receive a fine.

The Board will send a letter that will describe the property damage or violation, the amount of assessment, and the rights of the owner to have a hearing before the Board of Directors to contest the proposed charge or assessment.

If a unit owner requests a hearing, at least seven days prior to the hearing, the Board of Directors shall provide the unit owner a written notice that includes the date, time, and location of the hearing. The Board of Directors shall not levy a charge or assessment before holding the hearing. The Board of Directors may allow a reasonable time to cure a violation before imposing a charge or assessment.

Within thirty days following a hearing at which the Board of Directors imposes a charge or assessment, the unit owners association shall deliver a written notice of the charge or assessment to the unit owner. Any written notice that the above requires shall be delivered to the unit owner or occupant of the unit by personal delivery; by certified mail, return receipt requested; or by regular mail.

Rental Rules

The following rules pertain to owners who rent their unit:

1. A lease (original or renewal) shall not be for a term of less than twelve (12) consecutive months. No rental or lease shall be of less than an entire unit.

2. A copy of the lease must be submitted and kept on file by the management company.

3. Rental owners shall maintain the same obligations as if they continued to inhabit their unit, and will be responsible for the actions of their tenant. Owners must supply a copy of the *Handbook of Rules and Regulations* to lessee, get a signed receipt from the lessee, and forward a copy of the signed receipt with a copy of the lease to the management company.

Carports, Trash Areas, Patios, and Fences

Residents are not permitted to store anything on the carport surface, in the carport rafters, or in the trash area. This includes, but is not limited to, grills, firewood, and bicycles. Residents are responsible for keeping their carport and trash areas clean and swept up.

Residents are not permitted to hang or drape anything on any fences, patio gates, or trash gates. This includes, but is not limited to, rugs, laundry, and beach towels.

Items placed on patios should not be visible above the fence line, with the exception of patio umbrellas.

Commercial Activities

Residents are not permitted to conduct commercial activities. By definition, commercial activities are any activities that result in personal income. Examples of such activities are public auctions and garage sales involving people outside the community. These activities disturb other residents and cause additional traffic. Residents who conduct unapproved activities will be fined $50.00.

Signs

One (1) For Sale sign is permitted to be displayed in the upstairs window of the owner's choice. A unit owner or realtor may also display one "Open House" sign in the lawn directly in front of the unit being offered for sale.

1. The lawn sign may be displayed ONLY during owner or realtor open houses lasting no longer than three hours on any given day and are to be removed immediately at the close of the open house. Open houses may be held for not more than three hours on any one day.

2. One well-maintained and professionally-prepared Alarm/Security System sign may be displayed at the front of the unit. One small alarm system sticker (no larger than 5" x 5") may be displayed in the lower corners of each first-story window.

3. Fines of $50.00 per day shall be imposed for each day that signs other than those specifically authorized continue to be displayed on the grounds, in the windows or doors of the units, after the owner is notified of the violation.

Holiday Decorations

All decorations for holidays are to be removed within 7 days after the holiday except for winter holiday decorations, which must be removed by January 5.

Decorative door wreaths may remain in place at any time.

Except for winter holiday decorations, nothing else may be hung or displayed on the inside or outside of any window or on the outside of any building or fence.

Landscaping

Residents must confine personal landscaping to the patio area. Residents may also place a terra cotta or concrete-colored pot at the front door area of their unit. Plastic pots are not permitted.

Residents who wish to put potted plants on top of fences must be certain those pots do not allow water to either drain onto the fence or stand on the fence top. All pots and planters must be removed from all areas and stored out of sight during the non-growing season of December 1 through March 1.

Residents must not allow plants and/or vines to grow on any fence or brick wall, or onto your neighbor's area. Residents are responsible for removing weeds in their patio area and trash area. Plantings, other than trees, must remain below the fence line.

Unit owners are responsible for maintenance and trimming of trees in the patio areas. In the event the trees damage the roofs, fences, downspouts, or carports, the unit owner will be assessed for the repair of all damages.

The Board of Directors must approve the type of edging a resident installs in the area directly outside the front door.

Littering

Residents are not permitted to litter in our community. This includes, but is not limited to, cigarette butts, aluminum cans, and food wrappers of any kind.

Moving Responsibility

It is important that unit owners notify the property manager of the sale of their unit. Subsequent to the sale and real estate closing, the unit owner should notify the property manager of the new owner(s).

It is the selling owner's responsibility to provide the buyer with the "Declarations and By-Laws" and "Rules and Regulations" of the condominium association. If a set of these documents is requested, the property manager will provide a copy at an additional charge.

Nuisance

No noxious, offensive or illegal activity shall be carried on in any unit or upon the Common Elements or Limited Common Elements nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Owner's Maintenance Responsibility

1. For purposes of maintenance, repair, alteration and remodeling, a unit owner shall be deemed to own and shall have the obligation to maintain, repair, and the right to alter and remodel the interior non-supporting walls, the materials (such as, but not limited to plaster, drywall, paneling, wallpaper, paint, wall and floor tiles and other floor covering but not including the sub-flooring) making up the finished surfaces of the perimeter walls, ceilings and floors within the unit and the unit's doors and windows, including the frames, sashes, and jambs, and the hardware thereof, and including any patio or deck enclosures.

2. No unit owner shall make any changes or alterations of any type or kind to the exterior surfaces of the doors or windows to his unit or to any Common Element (including, but not limited to, the exterior portions of the unit).

3. The unit owner shall not be deemed to own lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") running through his unit which serve one or more other units, except as a tenant in common with the other owner.

4. A unit owner shall maintain and keep in good repair and in a clean, safe condition the interior of his/her unit, including the fixtures, doors and windows thereof and the improvements affixed thereto, and such other items and areas as may be required in the By-laws. Unit owners and residents shall maintain and keep in a neat and clean condition the yard and patio area adjoining and/or leading to their unit, which areas are Limited Common Elements. Unit owners and residents are responsible for removing newspapers, telephone books, or other items left outside the front door of their unit.

5. All fixtures, appliance and equipment installed within a unit, commencing at a point where the utilities enter the unit, shall be maintained and kept in repair by the unit owner thereof; provided, however, that the unit owner shall maintain and repair, paying all costs thereof, the interior and exterior facilities of the heat pump appurtenant to his unit.

6. If any unit owner fails to carry out or neglects the responsibilities set forth in these paragraphs, the Board or the Managing Agent may fulfill the same and charge such owner thereof. Any expense incurred by a unit owner under this paragraph shall be the sole expense of said owner.

7. Refer to the Checklist of Maintenance Responsibilities on page 20 of this handbook.

Patio Gates

It is each unit owner's responsibility to keep the patio gate in good working condition and closed at all times. All patio gates must be in compliance with existing architecture. This is necessary for continuity and security.

Pets, Animals and Livestock

Cats and dogs are not allowed to run off leash and both must be licensed in accordance with the laws of the City of Upper Arlington.

No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit or the Common Elements. Dogs, cats or other household pets may be kept in units, provided they are not kept, bred, or maintained for any commercials purpose, and are not permitted to run loose in the Common Elements.

Pet owners are responsible for immediate removal of animal waste from patios, Limited Common Elements (including carports, streets, and parking areas) and Common Elements.

Pet owners are not permitted to tie, chain, or stake pets in either the Common Elements or the Limited Common Elements. Pets, at all times, must be attended by their owner, either carried or on a leash while in the Common Elements.

Pet owners are required to repair any Common Element damage caused by their pets. Should an owner fail to make required repairs, the Board of Directors will cause these services to be performed at the expense of the owner.

Pet owners are responsible for ensuring that their pets do not annoy or frighten others.

Continuous animal noises such as barking, whether in the Common Elements, Limited Common Elements, or within units, patios, and carports will not be permitted.

Upper Arlington Animal Control legislation prohibits a dog from disturbing the peace of any person by loud, habitual and persistent barking, howling, yelping or whining.

Cats are part of the City's leash law and are prohibited from running at large. They must be kept indoors or confined on the owner's premises at al times.

Unleashed and/or free roaming dogs and cats should be considered "strays". Their behavior is unpredictable and possibly dangerous. Please report all strays to the Upper Arlington Animal Control office at 583-5411.

For each violation, a fine of $50.00 per occurrence will be assessed to pet owners who do not comply with these "Rules and Regulations".

Refuse

Residents are not permitted to use units, Common Elements or Limited Common Elements as dumping grounds for rubbish. Trash containers are not permitted in the Common Elements

Trash, garbage, or other waste must be kept or stored in sanitary containers. All containers for storage or disposal of such materials shall be kept in a clean and sanitary condition. All trash containers must be sealed (cans must have lids and plastic bags must be tied). Unit owners must use containers for waste which are (1) sturdy; (2) sealed and covered; (3) sufficient to accommodate their needs and; (4) not visible from the street.

Residents must use only those containers that he/she has provided. Use of trash containers belonging to other unit owners is prohibited.

Unit owners who have put their heat pump in the trash area may put their trash container in the carport area after 6:00 PM on the evening prior to trash day. Trash that is too large to fit in trash containers may also be put out for pickup after 6:00 PM on the evening prior to trash day. Empty trash containers must be removed from sight of other residents by 8:00 PM on trash day. If you are going away, please ask a neighbor to put your trash container away.

Trash pickup service is exclusively for Arlingtowne residents. Non-resident owners and former Arlingtowne residents are not permitted to bring trash from other locations to Arlingtowne for disposal.

Storage

Residents are not permitted to store refuse, appliances, equipment, bicycles, boats, trailers, commercial trucks, recreational vehicles, motor homes, and inoperative or unlicensed motor vehicles.

The strict enforcement of the By-laws regarding such unsightly storage is vital to the community. After proper notice of any violation of the By-laws or rules governing this matter has been given to the unit owner, a fine of fifty dollars ($50.00) per day shall be imposed for each day that the objectionable article continues to remain in public view, whether in the patio, carport, trash area, additional parking space or in the front of the unit.

Wildlife

Residents are discouraged from any activities that attract wildlife to the community. In particular, unit owners should not feed wild animals and rodents (such as birds, squirrels, chipmunks, raccoons, etc.). Wild animals may carry disease or cause dangerous human health risks. Wildlife presence creates unsanitary and unsightly conditions such as animal droppings and food messes. Furthermore, wildlife can damage patios and gardens. The cost for cleanup and damages will be assessed to any resident who chooses to feed birds or any other wildlife.

Replacement Windows, Exterior Doors, and Storm Doors

1. The Board of Directors must approve window, exterior door, and storm door replacement in writing prior to installation.

2. Unit owners who desire to replace storm doors may do so at their expense subject to prior approval. Replacement storm doors must be the same color and design as the existing door. Replacement storm doors must be properly installed to operate correctly.

3. Unit owners are not permitted to install exterior storm windows over existing windows. Unit owners who desire to replace their windows may do so at their expense subject to prior written approval. Replacement windows must be the same color and design as the existing windows. Replacement windows must be properly installed to operate correctly.

4. Unit owners are not permitted to prop windows open by using sticks or other objects.

5. Window fans are not permitted.

6. Plastic window insulation is not allowed.

Window and Patio Door Coverings

1. Residents are not permitted to hang or display anything on the outside or inside of windows or patio doors.

2. New residents must install proper window coverings within fourteen (14) days of move in.

3. Residents are not permitted to have blankets, sheets, newspaper, or anything other than proper window coverings on the windows at any time.

4. All drapes must be lined in white.

5. Residents may install white horizontal or vertical blinds. No other color is acceptable.

6. Residents may install interior white shutters that fully cover the window. No other color or finish is acceptable.

7. Residents are not permitted to choose uncovered windows as an interior design option.

8. Roll-up blinds are not permitted.

9. All window coverings must be the correct size to assure a proper fit so that windows are completely covered. Window coverings cannot be askew.

PARTY HOUSE RULES

1. The property manager or designated Board member will establish and maintain the party house calendar. Association functions hold priority over all other functions and will be entered in the reservation book for the entire year.

2. The party house may be reserved by the Association or by any resident in good standing. Non-residents may not reserve the party house. Reservations are to be made for social functions only, except for Association matters. Residents reserving the party house do so with the understanding that it is a resident's function and they must be present at all times for that function.

3. Residents may reserve the party house by scheduling a date with the property manager or Board member. This request must be made in writing in order to avoid conflicts or misunderstandings. The key can be obtained from the property manager or Board member. Reservations cannot be recognized unless made with the property manager or designated Board member.

4. Residents may make advance reservations for use of the party house on a weekend (Friday, Saturday or Sunday) up to three (3) times during a calendar year. There is no limit to the number of times a resident may make advance reservations for use of the party house on weekdays (Monday through Thursday). However, abusive or excessive use of the party house on weekdays, in the opinion of the Board of Directors, will not be permitted. All advance reservations are subject to the approval of the property manager or designated Board member who will exercise discretionary control over all reservations. A non-refundable rental fee of $25.00 and a refundable security deposit of $150.00 are required forty-eight (48) hours prior to the reserved date. Separate checks for the deposit and rent should be made payable to "Arlingtowne Condominium Association".

5. Residents reserving the party house are responsible for restoring it to a clean and orderly condition, and are liable for any damage to furnishings and equipment. Such restoration must be completed by 12:00 noon of the day following the reserved date, or prior to the next scheduled event, whichever comes first. If the party house is returned to a clean and orderly condition, the security deposit will be returned by the property manager within five (5) banking days after the use of the facility. Residents will be notified immediately of any condition of the party house which results in all or a portion of the deposit not being returned.

6. When not in use, all entrances to the party house shall be locked. It is the responsibility of the person reserving the party house to ensure that all entrances are locked.

7. No one in wet bathing attire is permitted in the party house, except in the restroom areas by entry through the south side door.

8. Children under the age of 18 are not permitted to use the party house, unless accompanied by an adult resident, who must be present at all times.

9. Because of the limited size of the Party House, the number of people must not exceed twenty-five (25), except for Association functions.

10. Any resident violating the above rules and regulations will first be notified in writing. If a second violation occurs, the resident will be requested to appear before the Board of Directors for a hearing and disposition of the violation.

11. Rental of the party house does not include use of pool facilities.

POOL FACILITIES

1. People using the pool do so at their own risk. It is suggested that one not swim without another capable swimmer present. For the privilege of enjoyment and use of the pool and its facilities, all people hereby release and discharge the Association from any and all liability and/or damages arising from the use or operation of the pool and its facilities.

2. "Pool area" defined: all of the area enclosed within the wrought iron fence, surrounding the pool.

3. No resident under sixteen (16) years of age shall be permitted in the pool area without an assigned resident guardian [a person twenty-one (21) years of age or older] being present and responsible for said child.

4. The pool area is available to all resident members in good standing* and their guest(s) only. Guests are limited to four (4) per unit on weekdays, two (2) guests per unit on Saturdays, Sundays, and holidays. An adult resident must accompany guests. Residents are responsible for the conduct of their guest(s).

   *A resident in good standing is any unit owner who has paid all assessments, late charges and fines and is not in violation of any other rule or regulation of the Association. In the case of a tenant of a unit owner, these standards shall apply both to the unit owner and the tenant.

5. No pets are permitted in the pool area.

6. No breakable items are permitted in the pool area.

7. Swimming is permitted only in garments sold as swimwear.

8. People in the pool area shall not run, cause excessive splashing, or be objectionably loud.

9. Floatation devices and toys are prohibited.

10. Radios, boom boxes, or other personal stereo devices are allowed only if earphones are used.

11. Due to the limited number, lounges cannot be reserved.

12. Cooking and food consumption are permitted only in the area outside the wrought iron fence surrounding the pool area. Food is not allowed inside the pool fence.

13. The following are not permitted in the pool area:
    (a) Private pool parties.
    (b) Swimming lessons for remuneration.

14. The Pool area hours are limited to 8:00 AM to 10:00 PM.

15. Pool keys are not distributed by the Association. If you need a pool key, please borrow a key from a neighbor and have one made.

16. No diving is allowed.

17. Smoking is not permitted in the pool area.

ARCHITECTURAL CONTROL

1. Unless specifically approved in writing by the Board of Directors, the following conditions shall apply:

    a. There shall be no structural or exterior additions or alterations to any building situated on the Condominium property.
    b. There will be no changes in the colors of the exterior portions or structures, doors, shutters, walls or fences.
    c. There will be no changes in or alterations or additions to exterior doors, shutters, walls or fences or other structures.

2. The procedure for obtaining approval of architectural changes shall be as follows:

    a. The unit owner shall submit an application for architectural changes to the Board of Directors. The unit owner shall provide manufacturer's brochures, diagrams, and dimensions when applicable.
    b. If the proposed change has been previously approved for other similar units, the Board of Directors shall inform the unit owner that the application has been approved.

Note: It is not the Board of Directors responsibility to determine if the planned changes are energy efficient, an addition to the unit's value, or if the planned work can be completed. The Board's concern is "will the change blend into the building's present appearance so that it will not cause any significant irregularity in the appearance of the condominium".

VEHICLES

1. Residents are entitled to use one automobile parking space in addition to their unit carport space. The carport parking space behind each unit is designated as "LCE" (Limited Common Element) and is reserved solely for the use of each unit resident. Residents must park in these designated spaces only.

2. Parking spaces designated as “Guest” are reserved solely for the use of guests of unit residents. Residents are responsible for controlling their guest’s parking. Residents must park in their assigned spaces, not guest parking.

3. Parking in “No Parking” zones for any reason is prohibited. “No Parking” zones are any areas of the common element that are not striped or otherwise designated specifically for parking.

4. The speed limit of the premises is 10 MPH. In addition, the provisions of Chapters 4511 and 4513 of the Ohio Revised Code, as amended from time to time, are applicable to all vehicles on the premises to the extent such provisions are not inconsistent with or contrary to these rules.

5. The blocking of intersections, carports, other vehicles or sidewalks by a vehicle is prohibited.

6. Any vehicle in the Common Element or Limited Common Element in a non-operative condition must be removed within forty-eight (48) hours. Major repairs are not permitted to be performed on the premises. Minor repairs for maintenance of vehicles registered to residents are permitted only in the resident’s carport space.

7. Commercial and non-commercial trucks registered to residents (or assigned to by a company) can be parked in the resident’s assigned parking space only. This means the covered carport space or the owner’s assigned parking space immediately adjacent to their carport, not guest parking.

8. Boats, trailers, and campers are prohibited on the premises. Vans licensed as motor homes, registered to residents, can be parked in the resident’s assigned parking spaces only. No other motor homes are permitted.

9. Vehicles such as mopeds, motor scooters, mini-cars, etc., which cannot be licensed for public street used, are prohibited on the premises.

10. Any vehicle which is parked in violation of any of these rules shall first be marked with a warning sticker, then subject to be towed at the owner’s expense; however, any vehicle parked in the designated “tow-away” zone, shall be towed without warning at the owner’s expense. The towing company is Shamrock Towing at 614-882-3555.

COMMON ELEMENTS

1. Except as otherwise provided, the Common Elements shall be for the sole exclusive use, benefit and enjoyment of unit owners for the purpose and in the manner in which such areas and facilities are ordinarily used.

2. Unit owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by any negligent or intentional act by the unit owner or tenants of a unit or guest of any unit owner or tenant.

3. Use of the sidewalks shall be limited to pedestrian traffic and small children on tricycles.

4. Residents shall be responsible for keeping Common Elements clear of all personal articles.

5. Children shall not be permitted to play in garden areas, nor will they be allowed to climb on or otherwise jeopardize lampposts, trees, shrubbery, fences or other structures.

6. The grass Common Elements are not to be used for activities (such as ball playing, skateboarding, or cycling), which may be detrimental to lawns, shrubs, trees, streets or structures. The grass Common Elements surrounded by Churchill, Britannia East and West, and Downing Drives as well as the front lawn area bordered by Clifton Road and Arlingtowne Lane, are not to be used for any sports activities, sunbathing, or social gatherings.

CHILD SAFETY AND LIABILITY

Under Ohio law, parents are liable for damage to property caused by their children.

Residents are responsible for their children's behavior and safety.

In order to prevent accidents and for the safety of everyone concerned, no children's toys (including, but not limited to, roller blades, tricycles, big wheels, and training bikes) may be ridden.

Parents should inform their children and their children's guests of these rules.

UPPER ARLINGTON CODE ENFORCEMENT

If an individual is a chronic offender of animal feces regulations, they can be reported to the Upper Arlington Code Enforcement office. A citation may be given and, if it is a repeat offense, the person may have to appear in court.

PAINT

Front Doors: Sherwin Williams Exterior Paint Satin Finish "Red Barn", #7591

Fences and Gates: Sherwin Williams Exterior Acrylic Solid Color Stain "Window Box", #2049

Shed Doors: Sherwin Williams Exterior Latex Paint "Window Box", #2049

SECURITY

Arlingtowne is a private residential area and no trespassers, solicitors, or unauthorized vehicles are permitted. To help prevent criminal activities within our complex, be alert to unusual activities, suspicious individuals or vehicles. Residents should report such activities to the Upper Arlington Police at 911 in an emergency or 459-2800 for a non-emergency.

The Association encourages everyone to leave the front, patio and carport lights on after dark. This well-lighted appearance is very discouraging to prowlers and vandals.

Any resident who wishes extra lighting for security may do so provided the lights are placed inside the patio area and the lights are not visible from the thoroughfare. Security lights are prohibited on carports.

CHECKLIST OF MAINTENANCE RESPONSIBILITIES

DESCRIPTION	UNIT OWNER	ASSOCIATION
Asphalt pavement		*
Doors: front entry & patio including hardware, frames, weather-stripping, storms, screens, and paint	*	
Door: storage shed including hardware, frames, weather-stripping, and paint	*	
Dryer vent including exterior vent	*	
Fences: patio, carport		*
Foundation walls, footing drains		*
Gates: patio	*	
Gates: trash		*
Heating, ventilation, air conditioning (HVAC) system	*	
Landscaping: lawns, trees, shrubs		*
Lighting fixtures (front, patio, carport) including maintenance and light bulb replacement	*	
Lights: exterior security lighting		*
Painting: exterior & color selection		*
Pipes: gas, water, sewer, serving one unit	*	
Pipes: serving more than one unit within the bounds of one unit		*
Property damage within unit (roof leak)		*
Roofs & gutters		*
Snow removal		*
Storage shed: all interior walls & exterior walls inside patio gate	*	
Storage shed: exterior wall facing carport		*
Walkways		*
Walls: exterior and structural		*
Walls: interior maintenance	*	
Water faucets (exterior): front of building		*
Water faucets (exterior): patio	*	
Windows: frames, sashes, glass, screens & storms	*	
Wiring: electrical, TV, and telephone serving one unit	*	

EXHIBIT A

ARLINGTOWNE CONDOMINIUM ASSOCIATION

FORMAL COMPLAINT FORM

Party complained of name and address:

Rule Violated – Act Complained of: Describe nature, location, time, date, etc.

_____ _____

Signature Address

Name: Printed _____ Date: _____

No complaint will be considered unless in writing and signed. The Board of Directors will consider each complaint filed at the next Board Meeting.

This form should be returned to the Management Company who will investigate and report to the Board.