FENWAY PINES CONDOMINIUMS

HANDBOOK OF RULES AND REGULATIONS

2021

Reference Guide

This handbook and reference guide were prepared by the Board of Directors of Fenway Pines Condominiums to serve as a quick source of general information about the community, the rules and regulations by which we shall live, and its governing the Association. This is not a substitute for the Declaration and Bylaws, which should be read and understood by every unit owner and tenants. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents.

Questions about the association and its activities should be directed to the board through the association's property manager.

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THE BOARD AND THE ASSOCIATION

Board of Directors
A list of the current Board of Directors and their roles can be obtained by contacting the property management company.

The Board
A condominium is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. Ohio law and the Association Bylaws delegate the Board of Directors, with the responsibility for the operation and management of the common elements of the community and the association affairs. The board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help to maintain property value.

Annual Meeting of Members and Election Process
The board is presently comprised of six (6) members (unless voted otherwise by 75% of owners) elected by unit owners to serve on the Board of Directors. Each successive year two trustees will be elected at the annual meeting of the association to serve three-year terms. At least one annual meeting of the association members will be called, in the first calendar quarter of each year, with a minimum target date of thirty (30) days advance notice to owners. Unless delayed by unforeseen circumstances, meeting information shall be provided to owners within timetables below using one or more method(s): P.O. mail, email and/or posted to the homeowners' web portal provided by the property management company.

INFORMATION	TARGET DATE	MINIMUM DATE
Date and location	December 31st	30 days prior to meeting
Basic Details	January 31st.	30 days prior to meeting
Voting Details	14 days prior to meeting	7 days prior to meeting

Definitions:
Basic Details: meeting start time, election process, deadlines, nomination/proxy forms.
Voting Details: upcoming vacancies and identified candidate slate to date

The board will appoint a nominating committee to solicit director candidates and will also accept nominations at the meeting. Those owners who are delinquent in dues or fees would be ineligible to participate in the election or the annual meeting.

Board Meetings
At such time that owners are elected to the Board of Directors, the board will meet as necessary to review the association's finances and operations. Board meetings are usually held on quarterly basis, unless determined unnecessary in a particular timeframe. More frequently, board members and the property manager review items as they arise by use of email communications, eliminating the need for a meeting as determined by the board president.

How Conducted: Board meetings are conducted using common non-profit board practices to allow for discussion and decision making using basic procedures (as outlined under Robert's Rules) such as quorum, calling to order and adjourning, making and voting on motions, minutes of meeting and executive session.

Owner Participation: Any owner may be placed on the agenda to speak at the next board meeting by submitting a request (in writing and including the topic for discussion) to the property manager. The owner will be advised of the timeframe for the next board meeting (or if applicable, next communication to board members). Such requests should be submitted at least two (2) weeks in advance of the meeting in order to be placed on its agenda. Upon president's approval, the discussion will be placed on the agenda.

At the board meeting, a topic will be discussed among board members. Upon completion of that discussion, attending unit owners who wish to provide input on that specific topic will be recognized and given no more than three (3) minutes of uninterrupted opportunity to comment. Once all unit owners who wish to be heard on that topic have been recognized, the board will return to discussion and a motion will be taken. As needed for confidentiality, the board may elect to go into an executive session; at which point the attending unit owners will be requested to leave the meeting.

Special Meetings

Special meetings of the association members may be called as warranted. The notification of such meetings will state the purpose of the meeting. Items relating to this topic will be the only topic of discussion at such meetings.

Committees

Committees may be formed by the board to assist in the management of community activities and affairs. Volunteer unit owners will staff such committees, with one committee member being designated as committee chairperson. All unit owners are encouraged to be actively involved in their community and volunteer for committee appointment. Examples of committees include: Social Committee, Architectural Review Committee, Landscape Committee, etc.

Condominium Declaration and Bylaws

The Condominium Declaration and Bylaws are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the association will be run. It is the duty and responsibility of each unit owner to become familiar with and follow the Declaration and Bylaws.

Purpose of Rules and Regulations & Their Modification

The purpose of the rules and regulations of Fenway Pines Condominium is to establish rules that will preserve our asset (the community), control operating and maintenance costs, and provide for harmonious living environment for all residents. The condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community and it is to this end that the Board of Directors may adopt these rules and regulations. The board may amend the rules and regulations from time to time, as conditions change. The rules and regulations shall be described in the written Handbook of Rules and Regulations (Handbook) provided to each owner and tenant.

Distribution of Declaration & Bylaws and of Handbook of Rules & Regulations

Every unit owner should have received a copy of the Condominium Declaration and Bylaws at or before the closing on their unit and, preferably, also a copy of the Handbook. Both documents may be accessed by owners using by logging into their homeowner's web portal (be sure to keep your active email address updated with the property manager in order to have an approved connection). Each unit owner is responsible for distributing Handbook and any revisions to their respective tenants (see also Leasing).

Noncompliance and Cost of Enforcement
Residents who have problems with other residents with regards to following the rules or Declarations of the community are encouraged to try to resolve the issues informally.

Any resident who feels that a rule has been violated and is unable to resolve the matter informally may file a formal complaint (see form attached to this Handbook) with the management company or Board of Directors. All complaints must be signed. Any complaints received unsigned will not be considered for review. Once a complaint is received, the board and/or management company will review the complaint, and if warranted (at the board's discretion), will contact the violator regarding the complaint as well as advise the unit owner of the complaint. A copy of the complaint form will be provided to the violator.

The resident violator has the following options:

1) Comply with the Handbook. Once that has been achieved, the resident should notify the management company of compliance. Such claim of compliance will be verified by the Board of Directors.
2) Contact the Board of Directors, in writing, confirming or denying the compliance and update on compliance completion. Once the board receives this letter, compliance will be investigated and confirmed.
3) Contact the Board of Directors, in writing, disputing the legitimacy of the complaint and requesting a hearing to discuss the matter with the board. If the complaint is found to be legitimate, the resident will be advised to comply with the rules as requested.
4) Refuse to comply. If the resident does not comply with the board's request and does not take advantage of options 2 or 3, the board has the right to enforce the noncompliance per the provisions provided in the declarations.

Fenway Pines Condominiums may pass the costs of enforcing our rules and regulations to the violating unit owner as stated in Declaration and Bylaws. Ongoing non-compliance by owners (or by their tenants) of the Rules and Regulations stated in the Handbook shall result in a violation fee ($25.00) incurred by the owners and said fee may be charged for multiple occurrence of same or separate violations.

PROPERTY MANAGEMENT COMPANY

Property Management Company (retained for property management services by the Board):

The Trinity Group at HER Realtors
681 High St.
Worthington, OH 43085
Phone: (614) 385-7161
Email: trinity@tregmail.com

Other Contact Information: See page 10 for different address to mail payments.
Phone app is also available for owner's use upon request.

Assigned Community Manager**:** The Trinity Group at HER Realtors team

Maintenance Requests to Property Management
Preferred Option (detailed on page 7): https://www.trinityohiohomes.net

Other Options (special circumstances): Send Email to trinity@tregmail.com; or call
Main Office at: 614-385-7161

Emergency Options: **Below**

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IMPORTANT TELEPHONE NUMBERS

Emergency Police Department 911
Emergency Fire Department 911
The Trinity Group/HER After-hours Maintenance Emergency 614-385-7161

For after-hours maintenance emergencies, your call will be answered by a contracted Call Center whose personnel will take the necessary information including nature of emergency, its location, your name, address and phone number, etc. A notification is made immediately to Trinity's on-call technician who contacts the respective owner as soon as possible, usually within an hour of the initial notification.

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Process for Maintenance and Repairs
Contact the property manager (Manager) for information on process for submitting maintenance and repair requests (Request); and for owner connection to The Trinity Group's website (below).

INSTRUCTIONS FOR OWNERS:
Owners must submit Requests (not renters) using *preferred* or *special circumstances* methods below.

Preferred Method: Board recommends using below method since it expedites scheduling and tracking for Manager and maintenance team, automatically registering owner's Request into web-accessed tracking system (Tracking).

1. Submit request at: a) https://www.trinityohiohomes.net
2. Go to *Residents* tab (upper banner)
3. Go to *Online Portal* (center of screen).

OR: Use this web link to bypass above steps: https://www.trinityohiohomes.net/tenants

4. Enter *Login and Password* at prompt
5. Go to *Request Maintenance* (at lower right) to get to Maintenance screen
6. Go to entry box at *Create A New Maintenance Request* to add details/description
7. Optional, add photographs or images
8. Click on *Next* button below
9. For preferred time section, choose:
   a. *Provide Preferred Times*: use only when entry to your unit or on-site meeting is needed
   b. *This Is An Urgent Issue*: use only for urgent matters (see below for more details)
   c. *Available Anytime*: use most often for routine requests if above (a & b) are not applicable
10. Click on *Submit Request*

Status Updates: Once Request is registered, owner can return online at later date/time (use steps #1 through #5 above) to view updates on current status of their Request. Status types are: Received, Technician Contacted, Technician Scheduled, Completed, Canceled. The Manager will routinely provide a status report on Requests to the board.

Email: Preferably, use email only to follow-up on previously submitted Request (exception below).

Special Circumstances: If unable to register Request online, send email to trinity@tregmail.com; and specify as "New Maintenance Request" (in subject line). If an owner does not have an email or web access, call the main office for assistance. For email or phone messages, provide these details: name, address, phone, nature of request, location of maintenance issue.

INSTRUCTIONS FOR RENTERS

Submit maintenance Requests to owner of unit (or their designated contact), including those for *limited common elements* or *common elements* (see Definition of). If owner subsequently directs Request to The Trinity Group for resolution, owners are required to communicate updates and timetables directly to renters on a timely basis.

INSTRUCTIONS ON VARIOUS MAINTENANCE TIMETABLES

Manager receives an email alert from Tracking; reviews Request; and determines next steps and/or schedules repairs. Manager or maintenance team responds to owner within 2-3 business days (within one week if special circumstances) to clarify Request or to explain any delays or special handling and subsequent timetable. Request timetables are:

STANDARD: Manager can usually provide estimated timetable for completion of routine Requests if budgeted under operational costs for given year. Usual timetable for MINOR repairs is within one (1) week; MODERATE repairs, within two (2) weeks.

NON-STANDARD: Requests that are not routine likely need cost quotes and board approval. Manager shall advise owner on timetable of board review and of remaining steps.

URGENT: Allow 24 to 48 business hours. Examples are: roof leaks, fallen tree blocking sidewalks; and electrical problems in lobbies or frequent use areas of basements.

EMERGENCY: Allow 2 hours to 24 hours based on severity. Examples are: fire or tree damage to building; roof structural damage or severe leak; fallen tree blocking driveways; burst water pipe; building-wide water outage; and building-wide electrical outage except if neighborhood outage for utility company resolution.

Property Management and Board Communications to Owners

Property manager may periodically provide updates to unit owners on community-wide or certain building(s) maintenance projects; and information on upcoming board or annual meetings. This communication will be done by e-mail. In order to receive such communications, unit owners must provide an active e-mail address to the property manager. On rare occasions, manager may send emergency alert via e-mail about a community-wide or building-wide advisory (such as street flooding, downed tree, etc.).

INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY

Homeowner Responsibility

All interior maintenance within a unit, including that which is emergent in nature, is the responsibility of the unit owner. This is including, but not limited to pest control and odors. If the management company dispatches a maintenance technician to address an interior maintenance item, the cost for that service call and maintenance is the responsibility of the unit owner. (See also *Damage to Common and Limited Common Elements, page 12).*

Access to Storage Units or Residential Units

Maintenance personnel will occasionally need full access to the plumbing, electrical and water lines and other mechanical systems. Tenants and owners are notified in writing of required access and timeframe and should respond within seven (7) days by contacting the property manager.

STANDARD SAFETY AND SECURITY

Fire Safety

Owners and tenants are expected to participate in standard safety and security measures in their units that would have a potential impact on the other units in their respective building. Standard home safety practices should be undertaken to prevent fires, to include but not limited to: (1) smoke/carbon monoxide detectors in working condition; (2) monitoring to prevent buildup around bathroom/kitchen fans and clothes dryer vents; (3) placement of grills (see also Fire Pits). Personal belongings or patio furnishings should not block building exits.

Building Security

Routine building security should be practiced, especially checking that exterior front and back doors in common lobby areas or in the basement are locked when entering or exiting. Report any suspicious activity on or near units or parking areas.

Water Leakage or Mold

Residents should report, as a maintenance request, any water leakage or mold in the common spaces or within their individual storage unit. Continuous moisture should be prevented to minimize health concerns (of mold) and future maintenance (of structural damage). See also separate advisory document on Water Leaks Policies and Process.

Winter Conditions

The use of salt on the concrete porches, walks, and patios is prohibited. Calcium Chloride or other nondestructive deicing agents should be used. For continuous icy conditions on sidewalks providing primary access to buildings or garages, residents should submit a maintenance request.

Smoking in Hallways and Basements or Main Entry Porches

Smoking is not permitted in the interior common element spaces (hallways, steps and basements) of each building; or on certain exterior spaces (main entry front porches, basement entries or, for 5200 and 287, both front and rear main entries). If a resident or their visitor smokes outside on our grounds, resident is required to safely discard said items or store ashtrays within their unit.

Pest Control

Resident awareness is important to reduce pest control challenges often affiliated with denser housing and proximity to both commercial and natural wooded areas. To benefit the community, please report any ongoing occurrences of common pests, especially raccoons or rodents at dumpster sites or inside garages or buildings; or insect infestations (ants, flies, roaches, carpenter bees, termites). Uphold common practices and cleanliness for pest prevention. Refuse must be kept in appropriate sealed containers and dumpster doors closed after use. Vegetable gardens in common elements or in limited common elements are prohibited.

It is strongly recommended that residents close garage doors to prevent raccoons from nesting inside or from climbing on your vehicle (or inside of, or on vehicles within, adjacent garages). Owners are responsible for repairs or specialized cleaning of raccoon-related damage to garage interiors (or to exterior doors if caused by ongoing raccoon nesting within the garage). If you are experiencing ongoing problems with raccoons, please advise the property manager on the frequency and nature of the problem; and especially whether your specific garage has inside openings to adjacent garages. Raccoon problems can hopefully be minimized (but they will unlikely be eradicated).

FINANCIAL MATTERS

Association Assessments

The annual operating assessments for the association are a very important part of maintaining the common areas of the association. Procedures are in place to assist in their ongoing collection. Although annual, assessments are payable in monthly increments (unless delinquency occurs).

Assessment amounts (or changes thereof) shall be provided to owners by the property manager in writing at least (1) month prior to due date. Payment coupons will be provided, upon request, to the owners on an annual basis. Assessments are to be paid in monthly increments. Payments are due on the 1st day of each month. Payments received after the 15th are subject to late charges (see section below, Delinquent Payments). Payments may be made in advance or arrangement of automatic withdrawal may be made by contacting the management company. **The mailing address for payments is: Fenway Pines Condominium Association, P.O. Box 14377, Columbus, OH 43214**.

Delinquent Payments

As allowed by the Declarations of Covenants, Conditions and Restrictions, a late charge of $25 will be added to an account if the monthly operating assessment is not received by the 15th of the month. Should this payment remain delinquent for subsequent months(s), $25 shall be charged for each month thereafter if unpaid. A past due statement is mailed to the owner which includes late fees. Thereafter, failure to resolve delinquency shall result in following action (subject to change as determined by the board without prior notification of change of process, timetable, etc.).

Upon failure to pay the assessment within 30 days of original date due, the entire annual assessment will become due immediately and all voting rights will be suspended until the account is paid in full. A formal letter will be mailed to the owner including the invoice and notice of suspended voting rights. Upon failure to pay within 10 days of written notification the account will be referred legal counsel for collection action. All legal fees incurred by the association during the pursuit of collection will be payable by the delinquent owner.

Upon failure to cooperate with collection action, a lien will be filed with the Franklin County Recorder's Office. A letter is then sent to the owner with a copy of the lien and a copy of the statement, which will now include additional fees for preparing, filing and releasing the lien. If the assessments remain unpaid with the lien, the account will progress to personal judgment for collection and/or foreclosure of the unit. All legal fees, court fees, filing fees and administrative charges incurred during collection action will be the responsibility of the unit owner.

When payment is received on delinquent units, payment will be applied per Article XV; Section 5(b) of the Declarations. The property manager will update the Board of Directors regarding the status of the accounts at the Board Meetings.

Returned Checks (NSF)

Any check returned for non-sufficient funds (NSF) will be charged back to the owner's account; and the owner will be charged a $38.00 Handling Fee payable to the association.

Other Costs to Applicable Owners

Should a cost be incurred as subject to the Handbook (see below), the property manager shall: (1) advise the respective owner and the board of the infraction; (2) submit a cost estimate for board approval and subsequently inform the owner of the estimate; (3) send an invoice on said costs to owner for payment. The Handbook references other costs, to include (but are not limited to) these sections: Damage to Common and Limited Common Elements; Pet Owner; Non-Compliance and Costs of Enforcement, Leasing of Condominium; Sale of Condominium; Moving Responsibilities; and separate Water Leaks Policies and Process document.

INSURANCE

Association Insurance Policy
A copy of the association's insurance policy can be obtained from the homeowners' web portal or upon request to the property management company for the cost of copying and postage. Certificates of insurance may be provided by the insurance agent. Cost for certificates is at the sole discretion of the agency.

Association Insurance Coverage Overview
The Association maintains appropriate levels of insurance for the common elements of the community, as well as the basic structure of the condominium units. Details of such coverage are described in the Declarations of the community.

Unit owner's Insurance Coverage
Unit owners must obtain individual homeowner's insurance, which would provide coverage for interior improvements, personal contents as well as any and all addition, improvements, betterments, such as cabinets, paint, carpeting, etc. Details of such coverage are described in the Declaration of the community.

Insurance Disclaimer
The above is provided solely for informational overview purposes only. A unit owner is responsible for and is encouraged to determine their individual homeowner's insurance requirements upon consultation with a qualified insurance expert.

UTILITIES

Homeowner Responsibility
Residents are responsible for maintenance and payment of their own gas, electric, cable television, telephone, furnace, HVAC and for calling to initiate service on the date of possession. Water/sewer bills are sub-metered and invoiced to each owner by a metering service on behalf of the association. The property management company's welcome letter to new owners shall include the name of the current metering service.

Association Responsibility
The condominium association pays for electric and water for the common areas such as hallways and storage areas only. Each building has a common exterior water spigot for which usage is restricted for the cleaning or maintenance of permanent fixtures or common and limited common areas (including porches, patios or garages) or for landscaping needs. Do not use for vehicle washing as such needs are met by off-site car wash facilities located nearby.

CITY AND OTHER SERVICE PROVIDERS

Mail Delivery
Residents should contact the local Beechwold post office directly if they have any interruption in service (see lobby sign re: post office policies on mail delivery). The condominium association will communicate directly with the post office only to resolve issues related to building access or the proper functioning of wall mounted mailboxes. Changes or repairs to entry locks on individual mailboxes are handled by owners, including costs and contact with the Beechwold post office (for access).

Refuse Collection
Residents are required to dispose trash by placing it inside the trash dumpsters or their individual recycling trash containers. The City of Columbus must be contacted to order recycling containers or bulk trash pickup (see below). The contact phone for the city regarding sanitation is 614-645-3111.

Recycling:
Unlike private residences, Fenway Pines' multi-unit buildings are not provided with free recycling services from the city. For recycling, check with the City of Columbus for more information at: https://www.columbus.gov/publicservice/RecyColumbus/Other-Recycling-Options. In 2017, the annual fee was about $75, which includes a bin. This fee is not paid by the condominium association.

Recycling containers have these restrictions: (1) must be stored outside at the respective resident's unit (not in common area or at street curb); (2) each container must be clearly labeled with the resident's building number and unit letter; and (3) should be placed at curb (and later retrieved) within 24 hours of scheduled weekly pickup (at curb for minimum of 1-2 days that week).

Bulk Trash Pickup Process
There is a two-step process to arrange trash pickup of large or bulk items (only items that cannot be placed inside the containers). Non-compliance at any time will result in violation fee. Residents must contact below parties prior to disposal at dumpster site. Residents should review city policies on allowed items and process at: https://www.columbus.gov/publicservice/refuse-collection/Bulk-Collection.

1. Schedule pickup with the City of Columbus (for bulk pickup sanitation requests, contact at 614-645-3111) or submit request online at: https://www.311.columbus.gov. For location of pickup, the city recognizes only two (2) dumpster location addresses (use 5200 Fenway Court or 5255 Fenway Place).

2. Provide information to Fenway Pines property manager (if unit owner) or the rental unit owner (or their designee):
   a) resident name, unit address and contact information; and
   b) description of items; and
   c) timeframe of arranged pickup and placement at dumpster.

Bulk items should be placed at dumpster no earlier than 24 hours prior to arranged timeframe of scheduled pickup by city

COMMON AND LIMITED COMMON ELEMENTS

Definition of Common Element
Except that which is defined to be a unit, the common element is all of the condominium property as described in the Declarations of the Community.

Definition of Limited Common Element
Those portions of the common elements (private porch, hallways, private stairs, basements, garages, etc.) that serve a limited number of units and whose use, benefit, and enjoyment is reserved for the occupants of the unit(s).

Purpose of Common Elements
The common element is for the sole and exclusive use, benefit, and enjoyment of the residents for the purpose and manner in which such elements and facilities are ordinarily used. All unit owners jointly own the common elements, including the limited common element. No one shall use the common element or limited common element in such a manner as to disturb others.

Assignment of Limited Common Elements
Certain areas or mechanicals in the limited common elements are assigned to particular units. Owners are responsible for clear labels (display of unit number) in the basements for their respective storage unit or mechanicals (water tank, furnace, washer and dryer). Garages are assigned to particular units as shown in the condominium association's governing documents.

Exterior labels are the responsibility of the condominium association (or their designee). Owners or tenants should not label exterior elements, to include garages, exterior or interior entry doors to their building or specific unit or other exterior elements (such as doorbells or air conditioning units). Furnishings, signage or decorative pictures/items in lobby areas must be approved by condominium association.

Activity on Common Element
It is expected that unit owners and/or their tenants will demonstrate common courtesy to your adjoining unit residents relative to noise and activities on patios and porches. Party activities on the common elements and limited common elements (porches and patios) should terminate by 10:00 p.m. Sunday through Thursday, and 12:00 a.m. on Friday and Saturday nights. Noise levels are to be kept at a minimum necessary to not effect neighboring properties. Enforcement of noise will be deferred to local law enforcement as needed.

Damage to Common and Limited Common Elements
Unit owners are responsible for the maintenance and repair resulting from damage to the common and limited common elements caused by any negligent, intentional or unintentional act (including unprofessional repairs) by the unit owner, residents of a unit, or guest of any unit owner or resident. To prevent, contact the property manager for prior approval if unit remodeling or repairs may impact the limited common elements (especially, if structural elements) when undertaking plumbing, electrical or heating/cooling maintenance or repairs.

Personal Property
All personal property, such as trash cans/bags, lawn chairs, bicycles, tables, chairs, etc. must be kept within the patio element or the garage, unless through Board approval, there has been an extension to the patio, which would then permit personal property to be placed on the approved patio extension. No laundry (swimsuits, towels, rugs, etc.) will be hung over any patio or porch fence.

Modification and Alteration
Board approval is required for any modification or alteration to the common element, or limited common element. The unit owner desiring approval for a modification or alteration will submit complete plans, including specifications showing the nature; kind, shape, height, materials, color, and location, desired state and anticipated completion dates, for the desired alteration or modification to the management company for board review and recommendation. The management company will then present to the board the proposed modification or alteration. The board will then vote on the proposal. Please contact the property manager for approved paint colors.

With written board approval, but prior to initiating the modification and alteration, the unit owner will sign appropriate documents that will:

1. Define the scope of the modification or alteration approved
2. Acknowledge that the granting of board approval does not in any way constitute a change as to how the property being modified or altered is defined, and that it remains defined as common property.
3. Make the unit owner, or subsequent unit owner, responsible for all maintenance and or damage repair the modification or alteration, irrespective of how that damage was created. The unit owner, or subsequent unit owner, is also responsible for any additional maintenance or repair costs realized by the association as a direct result of the presence of that modification or alteration.

Satellite Dish Policy

When a unit owner wishes to install, or have installed a satellite dish, that unit owner should make an application to the management company for such an installation. Dishes shall be as small as possible and shall not be affixed to or placed upon any exterior wall, roof, or in the common elements unless approved by the board in writing.

The board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.

The unit owner is responsible for any initial and/or future damage and maintenance to the dish itself and to the exterior of building or unit where the dish is located.

If any existing landscape, public improvements of utilities are damaged or destroyed during any phase of installation, the unit owner shall, at their expense, replace and/or repair such damage.

With dish removal, the unit owner is responsible to repair any damage resulting from the dish having been installed.

Signs

One professionally prepared, unlit 'FOR SALE or FOR LEASE' sign, (no larger than nine square feet in size) may be placed in the front window of a unit. A security system decal may be placed in the window and/or on a small sign designed for that purpose and/or placed in the garden bed element closest to the front door. No other signs, including political signs, team signs, are permitted at any time.

Exterior Surface of Building – Window Coverings

Unit owners shall not cause or permit anything (except where it is expressly permitted in this Handbook) to be hung or displayed on the inside or outside of windows or placed on the outside wall of any building. Signs, awnings, canopy, window fans, shutters, radio antennas, television antennas or satellite dishes may not be affixed to or placed upon the exterior walls or roof of any part of any building without the ***prior*** consent of the Board of Directors.

GARDENING AND RELATED EXTERIOR ITEMS

Gardening and Landscaping
Landscaping is the responsibility of the condominium association and overseen by the property manager including contracted services for lawn mowing, leaf and debris removal, mulch, etc. Owners may participate through their individual gardening efforts and are encouraged to join the community landscape group (to have an impact in the overall landscape planning or to help monitor landscape maintenance and upkeep). The landscape group and the following restrictions are utilized to maintain consistency and adequate upkeep of the plant beds and lawn areas.

Flower Beds, Bushes, Trees
In the patio area at the rear of each unit, owners are encouraged to plant live flowers (annuals and perennials, excluding fruits and vegetables) in the designated plant beds. Maintenance of the said flowers in limited common areas is the responsibility of the unit owner, and annuals are to be removed at the end of the blooming season of the same year planted.

For gardening or landscaping activity in the front and main entries of each building, owners should consult with the property manager or community landscape group when planting annuals, perennials or scrubs or before adding garden fixtures and decorative items (see other applicable limitations below).

Prior written board approval is needed to for any exceptions; or to extend or create a new mulched or garden element. Tenants should contact their respective owner (or designee) prior to making modifications to flower beds since the owner is responsible for upkeep of added plants. Artificial flowers and vegetable gardens are prohibited in the landscape beds or grounds. Prior written approval is required before the unit owner or resident plants any bush, tree, etc.

Garden Fixtures and Decorative Items
Standing flowerpots of natural materials (or giving the appearance of natural materials) or otherwise in neutral colors (black, brown, white, green, gray) or the complex colors (beige and red), preferably solid colors, are permitted on porches and patios as well as, on a limited basis, in the designated rear patio plant beds. Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass elements of the common property or to block access of the grass areas of the common property.

Shepherd hooks will only be permitted in the rear patio area within the mulched landscape area. No shepherd hooks are to be installed in the grass common area. Statues, statuettes, bird feeders, birdbaths, and decorative art are permitted only on patio of the limited common elements.

Personal Hose and Hose Reels
Personal hose reels and hoses must be stored in the garage or within the private patio area when not in use during winter months (or otherwise not used for extended period) and may not be mounted to the buildings. During warmer weather from April through October, hoses or hose reels may be stored in rear flower beds with continuous use; or in front beds if somewhat hidden by bushes or plantings. If supplied by property management for community use, hoses or hose reels will be restricted for use at that building and kept in flower beds when not in use. Cost of damages to hoses left in common areas will not be the responsibility of the association or maintenance contractor. See also Utilities, on use of exterior water spigots.

Flags
One American Flag may be flown or displayed on the patio post at any time following flag protocol. One decorative or seasonal flag, which are in good condition and of an appropriate size (3 ft. x 5 ft.), are permitted. A school and/or team flag may be flown on game day only.

Installation of flag holder are permitted only on the porch post and are not permitted to be installed to any siding element. Damage created by installation of flag holders, through the drilling of holes permitting water to enter and causing wood damage, either immediate or in the future, is the responsibility of the unit owner.

Landscape or Decorative Lights
Landscape or decorative lights are only to be installed in the patio element of each unit with board approval. They must be of a sufficiently low intensity so that the adjacent neighbors are not disturbed. The unit owner assumes all responsibility for the landscape light installation and maintenance. Should the lights be damaged in the normal course of property management, such as through lawn mowing etc., the unit owner is responsible for the repair/replacement of the damaged lights.

Door Decorations
One door decoration, such as a wreath or door hanging, is permitted.

Porch Furniture and Personal Belongings
Front porch furniture and personal belongings are required to be in good working condition and maintained as "patio" furniture. Ripped, torn, faded or damaged furniture will not be permitted. Furnishings should not cause discoloration or damage to the limited common elements (for example, rust marks). Furniture and personal belongings should not block access to building exits.

Grills and Fire Pits
Grills placed too close to the building may cause damage to the siding. The cost of the repair for damaged siding, ceilings, etc., is the unit owner's responsibility. Owners grilling within the common area will be responsible for damage repairs and/or injury that may occur as a result of grill use in the area.

Due to safety concerns and smoke impacting other residents, the permanent or temporary use of a fire pit and its location on the grounds is prohibited unless provided by the condominium association for community use in a restricted area.

Holiday and Seasonal Decorations
A reasonable display of lights and decorations, not causing permanent damage to the building, gutters, and wood trim can be displayed in or on the limited common element of each unit during the holiday season. Nothing shall be attached to any common element. Any damage created by the installation of these holiday decorations is the responsibility of the unit owner.

Holiday decorations and/or lights are not allowed on the common property, such as the front lawn element and trees, without written board approval. The board will make adequate time provisions for evaluating holiday displays submitted for approval.

Holiday Decorations may be displayed thirty (30) days prior to holiday and must be removed within thirty (30) days after said holiday.

GARAGE SALES

Garage sales and tag sales are specifically prohibited except where endorsed and approved by the board as a community event.

MOVING RESPONSIBILITIES

If you are moving, it is very important to notify the property management company as to who the new unit owner of record is and the closing date. It is the current owner's responsibility to make certain that all condominium assessments, etc. are current.

Please make certain that on the day of moving, that moving trucks or loading of vehicles will not interfere with the normal flow of traffic, and will permit other trucks, refuse collection vehicles, etc. to pass. Try to arrange for your moving date so that it does not conflict with scheduled events such as refuse collection.

Damage to walls, doors, grounds or other property is the responsibility of the unit owner of the unit that is moving. Moving dates (or close estimate) of incoming/outgoing owners or tenants must be provided to the property manager to allow the manager the opportunity to inspect the common or limited common spaces prior to move the move date. Property manager shall initiate another inspection after the move date and notify the board of any new damages. Unit owner may incur a non-compliance violation fee (in addition to aforementioned repair costs if damage occurs).

PARKING – VEHICLES

All parking by residents or guests of residents shall be first inside of the garage assigned to the unit, per the Declarations. If there is no available space within the garage, parking shall be within the defined parking spaces near the garages (only if size permits). There is no dedicated parking other than the assigned garage in the Fenway Pines private parking lots. Street parking is subject to the City of Columbus parking policies (that being Fenway Road, Fenway Place and Fenway Court). The public parking on the two (2) cul-de-sacs is often utilized by residents. Whenever possible, residents should encourage their visitors to use Fenway Road for guest short-term parking (24 hours or less).

No vehicles shall be parked in any manner that blocks any street, alley or driveway, dumpsters or the ingress/egress to any other unit owner's garage. Parking and/or driving on any lawn element is prohibited. Damage to the lawn will be the responsibility of the unit owner associated with the vehicle causing damage, including, but not limited to visitor vehicles.

Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1 ton private pickups), campers, travel trailers, etc. are prohibited in exterior private parking spaces without advance, written, approval by the board. (Any approval would be limited to a short duration on specified dates, such as required for loading or unloading.) Long-term storage parking is not permitted on Fenway Pines private parking lots; it is also not permitted by City of Columbus on the public streets.

Major vehicular repairs are prohibited on common or limited common property. Inoperable vehicles (flat tires, dead battery, expired tags, etc.) shall not be parked in any area other than inside a garage except for short-term emergency service (changing a flat tire, battery jump, etc.). Unit owners and their guests will make every effort to protect the common property element paving and limited common element property paving, such as using wood to distribute jack pressure, while affecting repairs. Unit owners will be responsible for any damage created.

Parking of Commercial Vehicles – Commercial moving vans and trucks, or other commercial vehicles in the area to perform service or repair work for a unit owner or commercial vehicles performing services or repairs requested by the board or management company are prohibited to be kept or stored on site for more than 12 hours, unless approved, in writing, by board.

Violation of any of the parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense.

PET OWNER

Fenway Pines Condominiums recognizes both the positive values of pet ownership for residents while upholding its responsibility that the community common elements remain for the enjoyment of ALL unit owners and residents. In accordance with Franklin County and City of Columbus Ordinances: Pets are not allowed to run uncontrolled and off a leash as that animal, even if very docile, can represent an annoyance to, or perceived threat by a fellow community resident. The following clarifies the rules governing pets in the community:

1) Animals other than those classified as household domestic pets, by the Franklin County Animal Control, are prohibited. The number and size of the household domestic pets are subject to reasonable limitations in accordance to local municipal laws and with policies established by the condominium association.

2) Pets will not be bred or maintained for commercial purposes.

3) Household domestic pets are limited by the condominium association to dogs, cats, fish and if caged, birds or gerbils, hamsters and guinea pigs.

4) Restrictions on the number of pets, being combination of the aforementioned pets and includes those designated as service dogs, emotional support pets or visiting or rescue pets, are limited to:
   (a) for owner-occupied residents, no more than three (3) pets;
   (b) for tenants, no more than two (2) pets and subject to further restrictions by unit owner;
   (c) residents may petition the condominium association board for exceptions for special circumstances.

5) <u>All pets must be on a leash</u> and under proper control in the common or limited common elements or otherwise outside on complex grounds or premises.

6) Animal houses or pens are <u>not</u> permitted on patios, porches, limited common or common elements.

7) Pets shall not be tethered outside on the lawn, patio, and porch, limited common or common elements.

8) Animal waste must be cleaned up in a sanitary manner from all areas immediately; no animal waste should be left on the grounds.

9) Residents may be issued a warning upon ongoing occurrence of any odor, noise or other nuisance caused by pets which would unreasonably disturb the use and enjoyment of any portion of the complex grounds or premises. Pets should not be left unattended inside the unit if the pet routinely creates an ongoing loud noise nuisance to other residents.

10) The cost of repairing any damage done to association property by an animal, such as to grass, grounds, siding, etc., will be a special assessment of the unit owner responsible for that animal. This shall include damage to the common lawn element and limited common garden element, caused by urination in the same location.

11) Special considerations for dog owners (whether unit owner or tenant):
   (a) arrange pet care if owner is absent from unit for more than 24-48 hours.
   (b) if necessary, especially since in a denser housing neighborhood, owners are encouraged to take necessary steps or dog training to control their pet (to prevent ongoing barking, growling, biting or jumping on other residents). Offensive barking concerns are to be reported to local law enforcement.
   (c) if complex grounds are wet or muddy from rain or snow, when possible, use your rear entrance for your dog(s) when possible, to minimize cleaning of lobby floors and carpet.

12) In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of $50.00 for each offense, after the first warning notice.

13) Condominium association reserves the right to:
   (a) request removal of a pet when there is continual violations of the aforementioned policies;
   (b) prohibit pets designated as dangerous by any governmental agency or by the American Kennel Club (AKC); and within municipal or state statutes;
   (c) request that dog owner(s) carry renter's insurance that covers any liabilities, damages or injuries caused by their pet; and amend the aforementioned policies (with transition consideration given tenants and grandfathered pets for owners).

Enforcement of pet policies will be delegated to the local municipalities and Franklin County Dog Animal, unless offending unit owners are witnessed and documented by a member of the community. Reports of such offences may be reported to the property management company.

LEASING OF A CONDOMINIUM

The number of occupants shall be limited to that permitted by local housing, health, and other regulations governing our units. No unit shall be used for any purpose other than that of a residence for individuals living as a single housekeeping unit. No unit may be used as a group home, commercial foster home, etc. With this stated, the board has promulgated the following rules regarding leasing (see also restrictions under Signs, page 13). Non-compliance may be subject to violation fee.

Leasing Rules

1) Every lease and renewal lease covering a unit of a condominium shall be in writing and duly executed by the parties thereto; it shall contain all provisions required by this handbook and shall not be for a period of less than one (1) year.

2) All unit owners are responsible for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the Bylaws, Declaration, and Standing Rules and Regulations per this handbook. The owner's account is the only account recognized by the board. All assessments to an account are the responsibility of the unit owner.

3) A copy of the tenant's current lease is to be recorded with the property manager within 30-days of signatures, along with the tenants signed acknowledgment of the rules and regulations (the Handbook).

4) All unit owners are responsible to hear and report their tenant's requests, complaints, or observations and convey that information to the board and/or the board's representative on a timely basis, so that action can be taken, if needed by the board or the property manager.

5) All unit owners are responsible to administer their properties, make sure their tenants have knowledge of, and abide by, the Association Bylaws, The Association Declaration, and the Rules and Regulations of the Community as outlined by this Handbook.

6) Tenants are to refer all requests or needs to their respective unit owner or agents of the unit owner. Except in the case of dire emergency, all tenant inquiries are to be directed to the unit owner or owner's agent.

7) All unit owners are responsible to fulfill their association responsibilities, including notification to property manager of their current address (and if available, their e-mail address). Non-compliance may be subject to violation fee.

SALE OF A CONDOMINIUM

The 50-unit condominium complex has multiple owners (with many owner-occupied units). Owners sell their unit most often using realtors as sales are not handled by the complex's property management company. Buyers should contact the realtors. Sellers respond directly to realtors to address questions or remedy items as well as to provide the By-Laws and the Rules and Regulations. Property manager may respond to owner's questions, not that of buyer. These documents and communications are handled directly between owner (aka seller) and buyer when "for-sale-by-owner" unit. See also, Signs (page 13).

At the point of sale for a unit, there may be incurred costs billed directly to owner-seller and/or the buyer by the property management company. Owner-sellers are advised to (1) contact the property manager in advance of the sale of their unit to review such costs; and (2) notify their buyer's realtor of such costs as applicable.

RESIDENTIAL PURPOSES AND PERSONAL STORAGE

Residential Purposes

Fenway Pines is a residential condominium complex encompassing its units, garages, basement storage and all related Common and Limited Common Elements. Non-residential activities are prohibited as outlined in Section III of its *Declarations and Bylaws (2006)* with specified exceptions that are limited and ancillary in nature.

With awareness that available technology has increased home-based, low impact businesses and/or telecommuting, board will accept petitions from owners for clarification of business or commercial activities. In residential condominium complexes, it is customary for restrictions to be placed on most business or commerce activities to prevent negative impacts on owners and residents, to the complex's infrastructure or to the nature and character of the community. Other common HOA-board concerns, even if auxiliary activity rather than primary business location, are:

- involves visitation by employees, clients, customers, suppliers or other business invitees who do not reside in the condominium unit;

- activity is apparent or detectible by sight, sound or smell from the exterior of the unit, including detectible from the Common or Limited Common Elements or other units within the building;

- whether legal and conforms to all ordinances and zoning requirements;

- causes increase in vehicular traffic, decrease in available parking or puts undue burden on its structural components, to include but not limited to, roadways, drainage, utilities, trash, etc.

- constitutes, or can become, a nuisance or hazardous or offensive use; or threatens the security or safety of other owners/residents or their guests; and such determination made by the sole discretion of the board;

- results in materially greater use of association services or increases the association's insurance premium or otherwise negatively impacts its ability to obtain insurance coverage;

- if contradicts existing community restrictions as outlined in both the Declaration and Bylaws and in Rules and Regulations such as allocated parking, signage, etc.

Personal Storage

Personal storage is restricted to unit's garage and its allocated basement storage area, not in other basement areas or other limited common elements. Owners are responsible for removal of unwanted items or for the cost of removal (if notified by the property manager and removal is not completed within 30 days).

Personal storage does not include its use for commercial or business purposes. Owners may petition the condominium association board for clarification of commercial storage; or for limited and temporary exceptions dependent on duration and nature of items being stored.

FENWAY PINES CONDOMINIUM COMPLAINT FORM
The Trinity Group at HER REALTORS
681 High St.
Worthington, OH 43085
E-mail: Trinity@tregmail.com

PARTY FILING COMPLAINT

Name _____ (please print)
Address _____
Phone _____e-mail_____
Date and Time problem occurred _____

LOCATION OF VIOLATION, please include address, if available
_____

NATURE AND DETAILS OF COMPLAINT; (Undocumented complaints regarding animals will be directed to Franklin County Animal Control)

_____
_____
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_____

SUGGESTION FOR RESOLUTION OF COMPLAINT

_____
_____
_____
_____
_____
_____

SIGNATURE _____ DATE _____
Unsigned complaints will not be addressed

***NOTE: A copy of this complaint will be sent to the Board Members upon receipt. Violations of the community regulations and/or complaints regarding common areas will be addressed to the best of the board's ability. Personal disputes will not be addressed by the Board of Directors. Disputes with renters will be directed to the unit owner.