GRAMERCY PLACE CONDOMINIUM ASSOCIATION

RULES AND REGUATIONS HANDBOOK



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GRAMERCY PLACE
CONDOMINIUM ASSOCIATION HANDBOOK

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Welcome Letter

On behalf of all your fellow residents and neighbors, welcome to the Gramercy Place Condominium Association! We believe that we live in one of the best communities in central Ohio and hope that you immensely enjoy your unit and our neighborhood.

Gramercy Place was developed by Gramercy Place, LLC starting in 2002. Our community contains 96 condominium units within 24 buildings, as well as streets, ponds, and landscaping. Gramercy Place is located within the city limits of Columbus, Ohio, and thus using Columbus police, fire, and schools.

This Handbook's purpose is to be your resource for living at Gramercy Place as it contains information that is important to your residency here. This includes important information on topics such as the Association, our condominium's common areas, financial and maintenance responsibilities, procedures, and guidelines. Please keep this Handbook in a safe and accessible place so that you may refer to it if you should ever have a question or concern.

Gramercy Place, like all other condominium associations in Ohio, is governed by the Ohio Revised Code, a Declaration, and Bylaws. The Declaration and By-Laws are filed in the office of the Franklin County Recorder. These documents create our condominium, provide the operational framework for the Association, and place reasonable restrictions on the property. While this handbook attempts to summarize many of the provisions in these documents, we also strongly encourage you to read and refer to them directly.

Together, these provisions work in harmony to create the first- class community that we all call home. We hope that you will contribute to our community in many ways, including by cooperating, complying with, and upholding these guidelines.

This Handbook and the provisions contained herein are what maintain the strength of our structures, the value of our units, and the warmth of our neighborhood. As many of us have moved from single-family homes, we also hope that this Handbook can assist in your transition to condominium living. Just as we have found many benefits in shared common area maintenance, architectural harmony, and a strong sense of community, we hope that you will too.

Again, welcome to Gramercy Place, and as always, should you ever have any questions, comments, or concerns, please do not hesitate to contact us.

Your neighbors,

Gramercy Place Condominium Association

Handbook Guide

This Handbook is meant to supplement and restate (not replace) our condominium's governing documents, which are recorded in the Franklin County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the governing documents on file at the Franklin County Recorder's Office will govern and control. You may obtain these documents at the Franklin County Recorder's website at recorder.franklincountyohio.gov or by requesting a copy from the Management Company.

The Handbook has been divided into the following sections for easy understanding and reference:

I. Definitions – A listing of all the consistent and defined terms within this Handbook.

II. Communications – As neighbors, we believe communicating among and with each other is essential to our community's ongoing success. This section is dedicated completely to methods of communication so that you know how to get in touch with necessary people and groups.

III. The Association – This section provides an overview of how the condominium Association operates, including an explanation of how the Board of Directors, in conjunction with professional property management, administers the Association. This section includes details on the Association's maintenance, insurance, and financial responsibilities, as well as a synopsis on the decision-making and enforcement procedures.

IV. Common Area Information and Guidelines – This section contains provisions and regulations on the community's common spaces that we all share, including parking, ponds, common areas, trash collection, and streets.

V. Unit Owner's Exterior Guidelines and Responsibilities – This section details what your responsibilities are for maintaining and repairing the exterior of your unit, as well as a list of improvements that you may perform to the outside of your unit, including landscaping, flags, holiday decorations, and grilling.

VI. Unit Owner's Interior Guidelines and Rental/Leasing Responsibilities – Each Unit Owner is responsible for the maintenance of his or her individual unit. As a result, this section details interior unit responsibilities, modification policies, and some important use restrictions that are designed to protect you, your neighbors, and our buildings' structural integrity. This section

also addresses the Unit Owner's responsibilities regarding rentals in the community.

VII. Unit Owner's Financial Guidelines and Responsibility – While moving into a condominium generally means "maintenance free" living, unfortunately, that does not mean it is free. This section outlines your financial responsibilities for Association fees, insurance, utilities, and taxes.

VIII. General Provisions

IX. Rules Enforcement – The condominium's rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation. This section contains a copy of that procedure.

X. Appendix

We hope that you will find the information, guides, rules, restrictions, and regulations contained within this Handbook to be helpful. Our community has been diligently safeguarding our neighborhood and protecting our property values by complying with and contributing to the provisions in this Handbook. Thank you in advance for your cooperation in maintaining Gramercy Place as one of the best condominium associations in central Ohio.

If any of these rules or regulations are declared void by a court of law, such provision will be deemed severed from these rules and regulations, and the remainder of the rules and regulations will otherwise remain in full force and effect.

If you have any questions about any of the provisions, or if you find that a particular subject is not covered by this booklet, **please contact the Management Company.**

I. Definitions

The definitions in this Handbook are meant to have the same meaning as those words within our governing documents. These definitions include the following:

- "Association" means Gramercy Place Condominium Association, the not-for-profit corporation created to administer Gramercy Place Condominiums.

- "Board" and "Board of Directors" mean those persons who, as a group, serve on the Association's Board of Directors.

- "Bylaws" means the document filed with the Franklin County Recorder's Office that outlines the Association's corporate procedures and serves as a code of regulations.

- "Common Areas" are the portion of the condominium property, owned by all the Unit Owners as tenants in common, that are not considered part of a Unit. The common areas are generally the building exteriors, grounds, streets, and ponds.

- "Limited Common Areas" are portions of the Common Area reserved for the exclusive use of the owners and occupants of a particular unit, including but not limited to the back yard of a Unit, front porch, patio, and driveway.

- "Declaration" and "Declaration of Condominium" mean the document filed in the Franklin County Recorder's Office that creates the condominium, defines the Common Areas and Units, places restrictions on the property, and outlines responsibilities.

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

- "Unit" means that portion of the condominium property designated by the Declaration that is owned by a Unit Owner, as defined by the Declaration of Condominium.

- "Unit Owner" is the person owning a fee simple interest in a Unit within the Gramercy Place Condominium Community.

- "Dangerous Dog" and "Vicious Dog" shall be defined and shall have the same meanings as found in Chapter 955 of the Ohio Revised Code, as currently enacted or as hereafter amended.

II. Communications

As we all share ownership in Gramercy Place, we believe that communication among the Unit Owners, residents, Board of Directors, and professional property managers is essential for the successful and effective operation of our community. As further explained later in this Handbook, our community is governed by six volunteer board members who are elected by the Unit Owners as provided in Article III, hereinafter.

Board members are elected to staggered, three-year terms to promote continuity and experience on the Board. While the Board of Directors is responsible for the community's priorities and decisions, our community also has a professional Management Company to run the day-to-day management, financials, maintenance, and operation of our condominium.

Our property is professionally managed by Capital Property Solutions, and our current property manager is Kaouthar (Koko) Mghairat. The Management Company's contact information is as follows:
Capital Property Solutions
Phone: 614-481-4411
Email: www.cpscolumbus.com
P.O. Box 630, Worthington, Ohio 43085

If you have a question, maintenance request, or concern, please contact the Management Company, and the personnel there will be happy to assist you.

The Board meets generally on the third Thursday of each month, usually at the corporate offices of Capital Property Solutions.

As Gramercy Place is a non-profit Ohio corporation, there is also an annual unit owners' meeting in June. Notice will be sent to you in advance of the meeting containing the date, time, and place. The only legal purpose of this meeting is to elect, from among your fellow Unit Owners, the volunteer Directors to serve on the Board; however, there are often general reports and a question-and- answer session. We hope to see you at this meeting!

III. The Association

Our condominium, like all other condominiums in the State of Ohio, has an Association to operate, manage, and govern the condominium property. Governed by a Board of Directors, our Association performs many essential functions including but not limited to maintenance, purchasing insurance, adopting budgets and assessments, allocating reserves, ongoing property operation, and rules enforcement.

A. The Board of Directors.

According to Ohio law, all condominium communities must have an association of their owners and a Board of Directors to provide the services necessary for general property maintenance and to manage long-term obligations. The owners' condominium fees provide the money to pay for these services and to save for major future expenses.

The Board of Directors has the power and authority under Ohio Law, the Declaration, and Bylaws, to govern the operation and management of the Association's affairs. The Board of Directors consists of Unit Owners, elected by fellow Unit Owners as provided in the Bylaws.

There are six (6) Directors. The terms of the six (6) Directors are staggered so that the terms of one-third (1/3) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings held at a

time to be determined by the Board of Directors, not exceeding fourteen (14) months between meetings, successors to the Director or Directors whose term(s) then expire shall be elected to serve a three-year term. A Board member is eligible to serve an unlimited number of consecutive terms.

The Directors are volunteers and pursuant to the Bylaws, no Director shall receive any compensation for his or her service on the Board.

The Board of Directors shall have the right, power, and authority to suspend the voting rights of a Unit Owner (or member) during any period in which he or she is in default in payment of condominium fees, charges, or any assessment levied by the Association.

The Board of Directors meets on a regular basis and meetings are generally closed to the public; however, residents may request to address the Board personally regarding a specific topic by submitting a Board Business Form found on-line in your CPS portal at portal.cpscolumbus.com. From time to time, the meeting time and location may change. The Board of Directors will send notification of the Annual Meeting to all unit owners by first class U.S. mail and to the email address provided by the unit owners to the Association.

B. Maintenance Responsibility

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the condominium's Common Area and Limited Common Area. The Board, when establishing the budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however, the Board's overall continued goal is to have a well-maintained community. The list below includes components that the Association is responsible for. For a more complete listing, please consult the Declaration. If you are uncertain about the responsibility of a certain item, please contact the Management Company. The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

1. COMMON AREA:
   Those portions of the Condominium including but not limited to streets, ponds, and grassy areas that are not part of the limited common areas, are considered "Common Areas" and which are not part of a Unit under the Condominium Act.

   PURPOSE:
   The Common Area is for the sole and exclusive use, benefit, and enjoyment of all Unit Owners, occupants, their guests and invitees, and is to be used in a way such Areas and facilities are ordinarily used. <u>No one shall use the Common Area in such a manner as to disturb others.</u>

SAFETY:
This is a private residential community, 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. If needed, notify the proper authorities immediately. Unit owners are not immune to crime and the Association assumes no liability or responsibility to guarantee the safety and security of any unit owner, tenant, guest or invitee, at any time.

FIREARMS/FIREWORKS:
No firearms or fireworks, including BB guns, paint guns, bows and arrows, slingshots, or other weapons discharging a projectile, may be discharged on the condominium property.

DAMAGE TO COMMON AREAS:
Unit Owners/Tenants are responsible for the maintenance and repair resulting from damage to the Common Area caused by negligent or intentional acts by the Unit Owner/Tenants, occupants, pets, or guests/invitees of any Unit Owner/Tenants.

PERSONAL EFFECTS:
All functional personal property, such as lawn chairs, bicycles, tables, etc., must be removed from the Common Area when not in use.

No signs, awnings, canopies, shutters, television/CB/radio/satellite antennae, or any other device or ornament may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, or roofs of buildings or structures in the Common Area, except with Board approval. A request may be submitted in writing to the management company for the Board's consideration to approve or disapprove.

PROHIBITED ITEMS:
The following items, such as, though not all inclusive, will be strictly prohibited in any Common Area and front porches of the Gramercy Place Condominium: window air conditioning units, landscape lighting, statues, yard or lawn ornaments, artificial flowers, swing sets, laundry poles/clothes lines or other such items. One artificial wreath is permitted on the front door of each Unit only.

2. LIMITED COMMON AREA:
Portions of the Common Area are reserved for the exclusive use of the owners and occupants of a particular unit. These areas are designated as "Limited Common Areas".

All functional personal property, such as bicycles, garden carts, etc., must be placed inside the Unit or garage when not in use.

No signs, awnings, canopies, shutters, window air conditioners, television/CB/radio/satellite antennae, or any other device(s) or ornament(s) may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, windows, or roofs of Units, except with Board approval. A variance request may be submitted in writing to the management company for the Board's consideration to approve or disapprove.

No swing sets, mounted hose reels (hoses should be neatly stored, and not hanging on the building structure), or laundry poles/clothes lines, playhouses, storage sheds are permitted in the Limited Common Area.

A total of 2 statues, yard or lawn ornaments no taller than 30 inches, are permissible in the Limited Common Area. Artificial flowers and ornamental rocks or stones are prohibited. No more than 3 live annual flowers in pots are permissible on the stone slabs, but not the grass, surrounding the ponds. Such flowerpots shall be stored indoors during the cold seasons when the live flowers are not actively growing.

3. BUILDING EXTERIORS
   The Association is responsible for maintaining the following:

   a. Building façades, including brick and concrete, siding, shutters, and trim;
   b. Roofs, including gutters, flashing, and downspouts;
   c. Outside vents and light fixtures; and
   d. Original patios and/or front porches and façades (except for general cleaning and housekeeping which are the Unit Owner's responsibility); however, any alterations thereof by current or previous Unit Owners shall be the responsibility of the current Unit Owner.

C. Insurance
   The Association's Board of Directors carries insurance coverage for all buildings and Common Areas against loss or damage by fire, lightning, and other such perils. In addition, the Board of Directors maintains a policy of general liability insurance covering all of the Common Areas and other Areas under the Association's supervision as well as directors' and officers' liability insurance.

   1. Property Insurance – The Association obtains property insurance, also known as casualty insurance, for sudden, unexpected events that happen to our buildings and structures from events such as fires, tornadoes, water line breaks outside the individual units, and hailstorms. This insurance not only covers the Common Areas but also covers the exterior of the buildings and structural components of the buildings.

2. General Liability Insurance – This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the condominium property, Common Areas, and other areas under the Association's supervision. This insurance helps to protect us in the unlikely event that someone was injured on the property, sued the Association, and prevailed.

3. Directors and Officers Liability Insurance – Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.

D. Budget/Assessments

One of the Board's main functions is to establish a budget every year for the condominium that incorporates the upcoming year's common expenses. This is a time-consuming process, where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the Association's only real form of revenue is from assessments paid by the Unit Owners, it is imperative that the Board budget wisely.

Our Association's common expenses include, but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, utility services to the common areas, accounting, management, legal fees, landscaping, snow removal, and reserves.

E. Reserves

When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must:

> Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments.

In other words, the Board is required to have a long-term plan for the Association's maintenance and repair responsibilities, and therefore, a significant amount of money is deposited every year into the Association's reserve account.

F. Property Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the property's general operation and management. This includes coordinating contractors, answering Unit Owner questions, sending out requests for proposals, processing Unit Owner requests and applications, posting

accounting receivables and payables, and communicating with the Unit Owners through email and direct mailings, all of which is handled by our management company.

While Board members may be involved in certain projects related to the day-to-day affairs of the Association, generally these substantial, time consuming, and important tasks are handled by our management company, through our property manager and the management company's staff members. **If you have a question or concern, please contact the Management Company at 614-481-4411 or through your account at portal.cpscolumbus.com.**

G. Rules and Enforcement

Condominium associations are often created with a uniform, exterior appearance, so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering property. For this reason, the condominium's Declaration, Bylaws, and these rules outline regulations, requirements, and restrictions to protect and preserve condominium living. These regulations are meant to uphold property values, maintain exterior appearance, promote appropriate neighborhood conduct, and to serve the best interests of all Unit Owners.

In exercising this authority, the Board also has the authority to promulgate the rules found in this Handbook, in addition to the provisions found in our Declaration and Bylaws, that govern items, including but not limited to, interpretation of the governing documents, personal conduct of residents and guests, maintenance standards, architectural modifications, and operational policies.

The Board is given the duty, as elected representatives from the Unit Owners, to evenly and appropriately enforce the restrictions, rules, and regulations found in our governing documents, and the Board takes this responsibility seriously. As a result, the Board has also adopted an Enforcement Procedure which can be found in Article IX of this Handbook. Article IX outlines the method by which the Board may initiate enforcement action as well as all rights and expectations that a Unit Owner may have regarding the enforcement process.

IV. Common Area and Limited Common Area Information and Guidelines

A. Parking/Vehicles:

Resident vehicles must be parked in the garage and driveway of the unit. Guests who are parking should use the owner's driveway as a primary location, and street parking as an alternative. Guest vehicles parked in the street should be parked in front of the resident's or homeowner's unit and in the same direction as the flow of traffic on that side of the street (do not block both sides of the street due to limited space and emergency vehicle access).

Residents are responsible for controlling their guests' parking and informing them of these restrictions to prevent the inconvenience of their vehicle being towed.

The following are NOT permitted and vehicles may be towed at the vehicle owner's expense without warning:

1. Vehicles parked in illegal spaces, illegal areas such as those blocking ingress and egress on streets, blocking entrances, intersections, driveways, fire hydrants, or on lawns.

2. Abandoned or inoperable vehicles or vehicles with expired license plates.

3. Two-wheeled vehicles that do not have proper asphalt protection from the kickstand.

4. DOUBLE PARKING (as per the Fire Marshal).

5. Vehicles parked longer than 24 consecutive hours on the streets and/or guest parking spaces.

Access to mailboxes must be maintained 24 hours a day so that residents may retrieve their mail and provide the United States Postal Service vehicles access to the mailboxes. There shall be no parking anytime in the mailbox spaces except to drop off and/or pick up mail. The Post Office will not deliver mail if its carriers cannot drive up to the mailboxes.

Fire hydrants must be kept clear at all times.

Residents are responsible for cleaning all oil from their parking spaces and driveways.

Vehicles such as mopeds, motor scooters, gas-operated go carts, mini cars, etc., which have not been licensed for public use, are prohibited in the community with the exception of devices that aid disabled residents.

Boats, trailers, motor homes, commercial trucks, van conversions, and RV's will be permitted to park in the main roadways and the driveways (Limited Common Area) in front of or near the resident's garage for a maximum of 72 hours to allow for loading or unloading. Said vehicles must not block normal ingress or egress of other residents, and if stored in the garage, the garage door must close completely. Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair work are the authorized exception.

Repair work is prohibited on vehicles in the Common Area except for short-term emergency work such as flat tires and battery changes, etc.

The speed limit within the community is 15 miles per hour. Reckless operation, excessive speed, improper parking, or driving on the lawns, are prohibited. If someone

is improperly parked, please call Capital Property Solutions and report the violation to our Property Manager at 614-481-4411.

B. Ponds:
Our community has a total of four ponds which are required for handling water runoff.

We use tens of thousands of gallons of water each day, pumped from three wells, to keep the ponds full. The Board monitors the ponds and adjusts the amount of water being pumped into them as needed.

The Board has installed ten fountains and two recirculating pumps which create waterfalls, adding to the beauty and health of the water features. Unfortunately, the motors tend to wear out more quickly than we'd like, and some of the fountains have a tendency to clog. If you observe a fountain not running or running improperly, please inform the property manager so repairs can be made. **The Board reserves the right to replace or remove any fountain at its discretion.**

The ponds are maintained by a contractor hired by the Board. The contractor treats the ponds for algae growth and underwater vegetation in addition to maintaining the fountains. Unit owners are not to apply any algae control to the ponds.

For several reasons, the Board has adopted a strict "look but do not touch" policy toward the ponds. Chemicals are used to treat pond algae and may also wash into the ponds from the surrounding grounds. The ponds have submerged wiring running through them to power the fountains as well as hidden ropes to keep the fountains in place. Therefore:

- Swimming – for you, your guests, or your pets – is prohibited
- Boating is prohibited
- There is no fishing allowed under any circumstances as broken fishing lines can, and have, damaged the fountains by becoming entangled in the pumps
- Always closely supervise children anywhere near the ponds
- Do not feed the ducks or geese you see in the ponds, or elsewhere in the community. There is more than enough naturally occurring food for all of them. Violators of this policy may be fined.

C. Pump House

City water pressure was a little on the low side for the number of units in Gramercy Place; therefore, late in the development stage, the contractor added a pump booster system. The contractor built an attractive (matching) building to house it and it does a good job of maintaining a nice level of water pressure. If you notice any significant drop in water pressure, please contact the Management Company.

The pump house doors are to remain locked at all times. If you see that the doors are open and no one is around, please do not go inside. There is a fair amount of

machinery and control valves that should not be touched. Instead, please close the door and report the situation to the Management Company.

D. Storage Pods

Storage pods are only permitted for loading, and unloading, within a 72 -hour time frame. It is strictly prohibited to have the storage pod on community property any longer.

E. Trash Collection

Trash collection is scheduled for Wednesday mornings. Trash containers may be set out **after 5:00 p.m.** on the day preceding collection. If a holiday occurs on a day scheduled for trash collection, trash collection generally occurs on the day following the holiday. Holidays may alter the day of pick-up.

Trash containers must be put away as soon as possible and not later than 9:00 p.m. on the day of collection.

Residents will be responsible for cleaning up trash spillage from their containers.

Trash containers, when not set out for collection, **must be kept inside the garage**.

Any additional trash not stowed in the trash container, such as boxes, MUST be anchored down, so the wind does not blow trash away, into a neighbor's area, or into the ponds.

ALL TRASH SHOULD BE BAGGED, BOUND, AND TIGHTLY STOWED IN THE TRASH CONTAINER TO KEEP OUR COMMUNITY ATTRACTIVE AND TO DISCOURAGE FORAGING BY WILDLIFE.

F. Garage Doors

In order to maintain an orderly and harmonious appearance and for safety and security of all occupants, garage doors are to be kept entirely closed when the garage is not in use.

G. Watering Lawn Areas

During the summer months, Unit Owners are encouraged to water the trees and shrubs and/or newly-planted trees and shrubs that are planted around their Units but are not watered by the irrigation system, in order to help maintain a high- quality community.

H. Irrigation System

Our irrigation system was installed by the builder/developer and covers all of the interior residential lawn areas and most of the outer perimeter lawn areas. The system is maintained both by volunteer members of the community, and when necessary, by an irrigation contractor hired by the Board of Directors. The system has its limitations, but we continue to make minor adjustments to ensure adequate coverage for all lawn areas and most of the plant/shrub beds. Not all of the plant beds have irrigation coverage. In short, this is not a custom-designed system. We do not have the financial resources to add, remove, or adjust heads to meet the individual requests of every unit owner. Unit owners may make requests to the Board for possible changes, and the Board will make a final decision on the merit of the request or may approve the change with the Unit Owner paying at his or her own expense. If any owner proposes changes to the landscape or patio in the common or limited common area of the owner's unit, he or she may propose changes to the irrigation system, and with approval from the Board, proceed to make such changes at the owner's expense.

The irrigation system uses city water, and not water from the ponds due to the high iron content of the well water which would stain the buildings, patios, and materials. The irrigation water is metered separately from city sewer charges in order to save money.

The irrigation system generally begins operation in May and runs into October, but the schedule is changed dependent on the weather each year. Lawn areas are watered several days a week, again, depending on weather and rain. The schedule may and does change in order to provide adequate water for the lawn and or plants. Please do not overwater the lawn or plants in order to avoid lawn and plant disease and plant death. **Please do not adjust the irrigation heads on your own.** If you have a question or request a change, please contact the property manager who will work with the Board or contractor to review your concern for possible Board approval. Please report any leaks or broken sprinkler heads to the property manager so they can be repaired or replaced. Watering of private flowers planted by the unit owner is the responsibility of the unit owner and should not be solely dependent on the irrigation system for water.

I. Landscaping

The Association provides extensive landscape services and maintenance for the condominium's Common Areas and Limited Common Areas. Any comments, requests, or suggestions related to landscaping services shall be directed to the Management Company at 614-481-4411 or through your account at portal.cpscolumbus.com.

J. Landscape Changes/Additions

Unit Owners who are interested in adding trees, shrubs, or any other permanent landscape material in the Common Area and/or the Limited Common Area shall follow the same procedures as if adding an architectural improvement. All requests for additional landscaping must be submitted to the Board of Directors through the Management Company using the ARC Request Form found in your account at portal.cpscolumbus.com. The Unit Owner should submit a detailed plan or sketch listing the type, quantity, and size of plants to be installed, and who is performing the installation.

K. Submission of Architectural Request Committee (ARC) Forms

Once a request to add an architectural improvement and/or additional landscaping form has been received, it will be forwarded to the Board of Directors for consideration. The Board will make every attempt to review and decide on your request within thirty (30) days. The cost of making such architectural and/or landscaping improvements shall be borne by the Resident/Unit Owner.

L. Distributing or Posting Materials and Picketing

No person shall engage in the distribution or posting of **ANY** materials on any portion of the Common Area and/or Limited Common Area without prior written consent of the Board. Additionally, no person shall engage in any demonstration on any part of the Common Area, including but not limited to picketing of any Unit or any facilities which compromise the Condominium Property, marching on the Common Area, carrying signs or gathering for the purpose of demonstrating without prior written consent of the Board.

M. Pets

The Board of Directors of Gramercy Place Condominium Association has determined it necessary and appropriate for the protection of the health, comfort, safety, and general welfare of the Unit Owners to adopt a pet policy to minimize insurance risks and sanitation concerns in the community. Therefore, the following policies are in effect to protect all homeowners, their property, and the property of the Association. The dog policy does not supersede, but runs concurrently with, ALL current City of Columbus, Franklin County, and State of Ohio dog laws and regulations. In the event there are any conflicting provisions among these regulations, any City of Columbus ordinances, any Franklin County regulations, or the Ohio Revised Code, the provisions of the Ohio Revised Code shall take precedence.

1. Pet owners shall be permitted a maximum of three (3) pets, but no more than two (2) dogs among the three (3) pets.

2. **Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. Unit Owners, Residents, and Occupants failing to clean up and disposing of animal waste are subject to being fined. The Common Areas are for the enjoyment of all residents, and these areas cannot be fully enjoyed by the residents if animal waste is left on the grounds and pets are allowed to run uncontrolled. Walk pets on the perimeter of the property when possible.**

a. All pets must be on a hand-held leash AT ALL TIMES. Residents failing to comply will be charged with enforcement assessments (fines) upon written notice by the Board of Directors. (Pets may be ejected from the community at the discretion of the Board of Directors if the pets become a nuisance.)

3. No animals, other than dogs, cats, birds, fish, or other animals approved in the sole discretion of the Board of Directors, may be raised, boarded, or kept anywhere in the Condominium Property. Neither shall any animals be bred nor maintained for commercial purposes.

4. Dangerous dogs, vicious dogs, snakes, and other exotic animals, are prohibited. Unit owners and residents are required to restrain and prevent their pets from annoying, harassing, menacing, or threatening other unit owners, residents, and other pets. Report violations to the Property Manager by using the Resident Complaint Form found at portal.cpscolumbus.com.

5. Unit Owners and Residents are solely and exclusively responsible for the actions of their pet(s) including the pets of anyone visiting their Unit. Unit Owners and Residents are solely and exclusively responsible for damage or injury to property (including other pets) or another person. Unit Owners and/or Residents shall be responsible for the costs of repairing any damage to the Common Areas and any Limited Common Areas, including but not limited to the cost of replacing grass, bushes, or other landscaped areas.

6. Visiting Dogs: The owner or resident of a Unit where a dog is visiting is fully responsible for the actions of the visiting dog while in the community. All Unit owners and residents who are hosting a visiting dog shall comply with all pet rules and regulations described in this Handbook as well as all city, county, and state rules, regulations, and laws.

7. No animal pens or houses are permitted in the Common or Limited Common Areas. Gates shall not be in use unless the Unit Owner, Resident, and pet are on the porch together. Gates shall otherwise be taken down and out of sight when not in use. Gates used for pets on the front porch shall be white and no other color.

8. No pet shall be tethered or staked outside in the Common Areas or Limited Common Areas unless the Resident or Unit Owner is immediately present and the tether is no longer than fifteen feet. For purposes of this paragraph, "immediately present"

means that the Unit Owner or Resident is within a twenty-foot radius of the tethered animal, and that person is located outside the Unit. In other words, Unit Owners may not remain inside the Unit or porch if their pet is tethered. If a Unit Owner or resident tethers his/her pet in accordance with this Section, the Unit Owner/resident agrees to indemnify and hold harmless the Association, its Board of Directors, managing agent, Unit Owners, residents, and guests, for all damages, injuries, causes of action, claims, judgments, verdicts, and costs (including reasonable attorney's fees) for any injury or damage to property or person caused by a pet who is tethered pursuant to the provisions of this paragraph.

9. Jurisdictional Control over issues regarding pets, including dog bites, vicious dog and dangerous dog policies are generally handled by the Franklin County Dog Warden and/or the Board of Health and are considered to be the primary authorities for these enforcement issues.

Please note that residents should submit a Resident Complaint Form to the Board of Directors **through the Management Company** if there are problem- pets. The form can be accessed through your account at portal.cpscolumbus.com.

N. Snow Removal

The Board of Directors contracts with a snow removal company to handle snow and ice conditions during the winter months. Because each winter storm is different depending on temperatures, winds, and length/depth of the snowfall or ice, each storm and how it is addressed with snow removal or salt may be addressed differently.

Below are some **general** specifications for how our contract is currently handled. Do not take these as "hard and fast" specifications, as the Board may choose to handle a snow event differently each time one occurs, depending on snow depth, length of the event, and how soon the sun and/or warm temperatures are forecasted to occur after the event.

1. The main drive lanes of the complex are contracted to be plowed and/or salted once an inch or more of snow has accumulated. Since we are not a zero-tolerance site, it may be several hours before the first service (plowing or salting) occurs, depending on how quickly the snow falls and the duration of the snow event.
2. The individual driveways of the condominium units will be plowed/and or salted once we receive 2 inches or more of snow. That does not mean the contractor will be onsite within the hour of receiving 2 inches of snow. We evaluate each storm and try to be efficient in clearing driveways so as not to incur excessive, repeated costs if it can be avoided. If we receive 2 inches of snow, but it is forecast for the temperatures to be warm enough to melt most of the snow away, we may choose to delay service.
3. Condominium walks, front steps, and patios are not part of our snow contract, and it is the responsibility of the unit owner to clear the walks, front steps, and patios. Owners are encouraged to use magnesium chloride snow melting products to help

melt snow or ice on steps or porches because this product will not damage the concrete. **Do not use rock salt** as it will damage the concrete, and the owner may be held responsible for any damage or cost to repair. Do not apply any product to any new concrete that is less than one year old since being poured.

O. Mailbox

Each Unit is assigned a mailbox by the United States Post Office. Please see the postmaster of the 43016 post office located at 6400 Emerald Parkway in Dublin for mailbox assignment or key replacement. Any posting on the mailbox structure or mailboxes is prohibited.

P. Solicitation, Sales, and Commercial Activity

Solicitation, sales, and commercial activity within the Units, Common Areas, and Limited Common Areas is prohibited. As a result, no yard, estate, or garage sales or auctions are permitted on the condominium property.

V. Exterior Guidelines and Responsibilities

1. General:

The Association shall maintain, repair and replace all improvements constituting a part of the Common Area, including the Limited Common Area, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Area, lawns, shrubs, trees, walkways, streets, driveways, parking areas, fireplace stacks, liners, and chimneys, and the structural and exterior portions of all buildings and improvements which are a part of the Common Area, including the Limited Common Area, and that do not constitute part of a Unit.

The Association shall not be responsible for the cleaning and housekeeping of Limited Common Areas. Snow removal for the unit's driveway and clean up from landscaping services will be provided by the Association's contractors. Proper care shall be taken to use ice-melt products that will not damage the walkways, plants, and ponds.

Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, and perform cleaning and housekeeping with respect to Limited Common Area appurtenant to his or her Unit. Without limiting the generality of the foregoing, repair and maintenance responsibility of a Unit Owner shall include repair, maintenance, and replacement of all windows, screens, screen doors, front porch doors, garage doors, including the frames, sashes and doorjambs, and the related hardware thereof. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for

maintenance or repair of any part of the Common Area or Limited Common Area is caused by the negligent or intentional act of any Unit Owner, occupant or guest, or exists as a result of the failure of any Unit Owner or his/ her or predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. Please refer to Appendix A of this Handbook for a checklist of common maintenance responsibilities.

2. STORM DOORS AND WINDOWS:

Local home and hardware stores offer several models of storm doors. **Please contact the Management Company for the pre-approved model specifications. Do not install a storm door without Board approval**. If the door does not meet the minimum specifications, the Board may have it removed. The color of the storm door shall be white with brass hardware and kick plate. Please refer to Appendix B of this Handbook for a checklist of pre-approved model specifications.

Unit Owners are not permitted to install exterior storm windows over existing windows, which are more than adequate for normal thermal insulation. If you desire extra window protection, interior wood or plastic windows may be used.

3. FRONT DOORS and LOCKS:

It is the Unit Owner's responsibility to care for the front door, its frame, and all door locks. The front door must be painted the approved color on a regular basis. Please refer to Appendix B of this Handbook for a checklist of pre-approved color specifications. For your convenience, the frame will be treated as "trim" and painted when the trim is painted. Brass kick plates, doorknockers, and peepholes are permitted within the Condominium Property and are the responsibility of the Unit Owner. New brass locks and keys are acquired at the unit owner's convenience and expense.

4. WINDOW COVERINGS:

Appropriate window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, beige, or a similar shade on the exterior side. **All window coverings must be of a kind that are manufactured or made specifically for that purpose.**

5. SIGNS:

No sign of any kind shall be displayed in the public view on the Condominium Property except: (i) on the Common Area, signs regarding and regulating the use of the Common Area, provided they are approved by the Board; (ii) one professionally prepared sign not in excess of four square feet in size, advertising the Unit for sale or rent on the interior side of the window of a Unit; and (iii) other signs approved by the Board of Directors. The Management Company shall confiscate illegal signs. Unit Owners and Residents in violation of this provision may be fined. Confiscated signs may be retrieved from the Management Company.

6. EXTERIOR LIGHTS:

The exterior light fixtures on the front or rear of the buildings cannot be changed by the Resident/Unit Owner.

The Association will replace bulbs in post lamps and front porch fixtures in order to maintain uniformity. The Association is responsible for replacing or repairing all light fixtures attached to the building. Light bulb dimmers and light bulb sockets with electrical outlets are prohibited.

7. LANDSCAPE LIGHTS (GROUND LIGHTS):

Lighting fixtures may be installed in the Limited Common Areas (rear only) and must be black, limited to 12 inches in height, and spaced at a minimum of four (4) feet apart. Board approval is required prior to installation.

8. ELECTRIC INSECT KILLERS:

Electric insect killers and "bug-zappers" are prohibited.

9. BIRDHOUSES/BIRD FEEDERS:

One freestanding birdhouse is permitted in an existing flower bed within the boundaries of the Limited Common Areas. Only one freestanding birdhouse is allowed per unit which shall not exceed 6 inches wide and 18 inches high. Residents who wish to have a birdhouse will be responsible for maintaining it. Birdhouses are not permitted to be attached to the unit or fence.

All types of outdoor feeders (including bird feeders) which dispense seeds, nuts, corn, bread, suet etc. to birds or other animals are prohibited because they attract mice, rats, and other undesirable wildlife. Residents are permitted to have one freestanding hummingbird feeder which dispenses sugar water.

10. DUCKS/GEESE:

Feeding of Ducks and Geese is strictly prohibited. The community spends a significant amount of money to have the community grounds sprayed to repel the geese. There are enforcement assessments (fines) for this because contamination from waterfowl for smaller ponds like ours promotes algae growth and may even lead to "killing" our ponds (which would

have an adverse effect on our real estate values). Your cooperation is appreciated in NOT FEEDING THE GEESE AND DUCKS. Any Unit Owner or Resident found feeding the geese and/or ducks may be fined.

11. POSTS:

No more than 2 metal post plant hangers are permitted only in established mulched areas within the Limited Common Area. The post(s) shall not exceed 7 feet in height. The post(s) must be painted or stained black. **The post(s) must be removed and stored indoors during the winter months.**

12. HOSE REELS/HOSES:

Hose reels and hoses must be neatly stored during the season of use and kept inside for the winter. Hoses or reels are not permitted to be attached to the Unit.

13. FLOWERPOTS:

Flowerpots may not be placed in any lawn area. Pots must be maintained during the growing season and stored indoors for winter. Hanging baskets may only be hung from the wooden soffit on the front porch and not from the soffit behind the gutters. Flowerpots/boxes may NOT be mounted on the window trim of a Unit. Flower boxes containing live plants only, may be hung or placed on the porch railing. Flower boxes must be white in color.

14. FLOWERS:

Live annual or perennial flowers may be planted inside existing mulched areas. Maintenance of the live flowers installed by the homeowner or resident is the responsibility of the homeowner or resident, and dead annuals are to be removed at the end of the season. Unsightly live flowers which are not maintained during the growing season will be removed by the Association, and the Unit Owner or Resident will be billed for removal. Vegetable gardens are allowed in planters/pots in the rear Limited Common Area. No artificial flowers are permitted in the existing mulched and/or grassy areas.

15. FLAGS:

United States and Ohio flags may be displayed at any time adhering to normal flag protocol. School flags or professional team flags may be flown on game day only. Any other type of flag must be approved by the Board. Flag brackets shall be installed either on the wood trim next to the garage door or on a front porch pillar.

16. HOLIDAY DECORATIONS:

Christmas lights and decorations are permitted to be placed in the Common Area, Limited Common Area, and/or building exteriors provided that the installation of the decorations **does not damage, or penetrate (nails, hooks, etc.) Common Area and Limited Common Area trees, building roofs, gutters, trim or siding.** No freestanding displays are permitted on the Common Area grounds. Christmas decorations may be displayed after Thanksgiving Day and shall be removed no later than January 15th of the following year.
Other holiday decorations are permitted under the same guidelines but may not be displayed more than one week before or one week after the holiday.

17. SATELLITE DISH ANTENNA POLICY:

This policy was approved by the governing Board of Directors on August 29, 2007, and conforms to the Federal Telecommunications Act of 1996, Section 1.4000 as enacted and subsequently amended.

The Board must approve in advance the installation of a dish, based on a drawing to be provided by the unit owner, showing the location and the method of installation.

No satellite dish in excess of 1 meter (39.37 inches) in diameter is permitted.

Any supporting pole/mast shall be mounted in a concrete foundation.

Satellite dishes or antennas may not be affixed to the roof, siding, or privacy fence of any unit.

Dishes and antennas may not be placed in the front of or at the sides of any building, nor in the Common Area. Dishes and antennas shall be installed within the rear foundation planting zone, which is described as the area not greater than three (3) feet from the building and unit owner's patio.

The Association may require that dishes be reasonably screened from the view of any other unit or from the Common Area, and that they be painted to blend into the background in order to preserve the aesthetic integrity of the Gramercy Place community.

All satellite dishes and antennas shall be installed in such a manner as to avoid any risk of injury to persons and/or property. The unit owner is responsible and liable for any claims resulting from the dish or mast falling on persons, buildings, fences, etc. The unit owner is also responsible for any maintenance issues relating to the dish. Satellite dishes not in use shall be removed at the Unit Owner's expense.

Any existing installed dishes that do not conform to the above must be brought into conformity by October 31, 2007. There is no grandfather clause for prior installations, since no items (not just satellite dishes) are allowed to be installed on siding, or in the Common Area.

18. PORCH FURNITURE:

Porch furniture is permitted on the front porch of a unit. The porch furniture shall be of a type that is obviously constructed for outdoor use. Furniture that is constructed for interior use, including but not limited to sofas, couches, foot stools, and easy chairs, is prohibited.

19. OTHER EXTERIOR ITEMS:

Concrete porches may be covered with Gator Guard or Bluestone products. Both products, once approved by the Board, shall be maintained at the Unit Owner's expense. The color of the Gator Guard product must be approved by the Board.

The Board of Directors, in advance of installation, must approve any other exterior items not covered elsewhere in this Handbook. Installation of the following items, including but not limited to awnings, canopies, shutters, porch shades, porch swings, decks, and hot tubs, is prohibited.-

20. ARCHITECTURAL CONTROL:

Modifications, changes, additions, or improvements to the exterior of the unit buildings, Common or Limited Common Areas require prior approval of the Board of Directors of the Association. ARC Request Forms can be found in your account at portal.cpscolumbus.com, and they are to be sent to our Property Manager. Applications shall include a scale drawing, who will perform the work, and dates of start and completion of the project. All work must commence within 6 months of the ARC Request Form being approved, and completed 30 days after work commences unless an extension is approved by the Board. Any materials needed for the project must be stored inside the unit or garage. The work area must be kept clean and maintained daily in a workmanlike manner. If an extension is needed, it is the responsibility of the Unit Owner to request an extension using the ARC Request Form. Also see "Landscape Changes/Additions" on page 15 of this Handbook.

21. IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDINGS:

Nothing shall be done to any Unit, neither in nor on the Common or Limited Common Areas, which would impair the structural integrity or structurally change any of the buildings.

Unless otherwise specifically permitted in this Handbook, no alterations may be made to **ANY** exterior surface of the buildings without the prior written approval of the Board of Directors.

22. ARCHITECTURAL REGULATIONS:

No building, fence, wall, sign, or other structure or improvement shall be commenced, erected, or maintained upon the condominium property, or any part thereof, nor shall any exterior addition to, change, or alteration therein be made until it has been approved in writing by the Board.

All items placed in the Limited Common Area may be subject to Board approval. Unless otherwise specifically permitted in this Handbook, no item shall be attached to the building or fence.

Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition of approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future or subsequent owners of that Unit.

VI. Unit Owner's Interior Guidelines and Responsibilities

A. Interior Architectural Regulations

The Board of Directors recognizes the desire of residents and homeowners to improve the interior of the Unit by refinishing bathrooms, bedrooms, or the entire Unit. However, because of the lack of parking and close proximity of neighbors, the following guidelines are in place to insure the proper atmosphere:

1. All contractors are to be familiar with all pertinent local, state, and federal building codes before beginning work on any Unit.

2. All interior construction shall be limited to the hours of 8:00 AM – 9:00 PM, Monday through Saturday, but no interior construction may take place on federal or state holidays, except Presidents' Day, Martin Luther King, Jr. Day, Columbus Day, and Veterans' Day.

3. All contractors, regardless of where the Unit is located, shall comply with the established rules for parking. If a contractor is illegally parked or blocking other occupants, the vehicle is subject to being towed away.

4. All construction debris shall be removed from the construction site on a daily basis. Any contractor found to be violating this rule will result in the Unit Owner being fined.

B. Maintenance and Repair

Unit Owners are responsible for the maintenance, repair, and replacement of the components of their Units. "Units" are defined as everything from and including the Unit's perimeter drywall inwards. This responsibility includes, but may not be limited to:

1. Plumbing problems within the Unit, including pipes located outside the Unit, which only serve that Unit.

2. Unless covered by property insurance maintained by the Association, the resulting damage from basement leakage or flooding from the foundation footing drain tile, sunken patio drainage or sump pump failure (if applicable).

3. Electrical problems with all metered circuits within the Unit, or other lines, wires, or conduits that only serve that Unit, even if those lines or wires are located outside the bounds of the Unit.

4. Heating and air conditioning systems.

5. Exhaust and ventilation systems.

6. Television, radio, or cable service connections.

7. Sump pumps.

8. Vermin and pest control, including wasps, ants, spiders, termites, roaches, mice, and all other insects.

9. All windows, doors, light fixtures, appliances, other fixtures, molding, trim, personal property, and insulation.

10. All other unit components, including drywall; repairs and painting within the Unit.

11. Costs to relocate or repair fire/smoke alarms or detectors.

12. Coverings to walls, floors, and ceilings.

13. Dryer vents and their cleaning.

C. Modifications

1. Unit Owners are responsible for maintaining all Unit Owner installed items and options including but not limited to rear patio improvements, window well covers, storm doors, rear and side patio lights, and all other fixtures, etc.

2. Unit Owners must submit a modification request to move supporting walls and/or to relocate common elements, such as supporting structures or utility lines serving multiple Units. No construction or installation of these modifications may begin until the Unit Owner has received the Board's written approval. The movement of interior walls that do not contribute to the supporting structure of the building or that do not contain common element utility lines, pipes, wires, or ducts does not require the Board's prior approval.

D. Restrictions

1. No activity is permitted on the property that might cause damage to lawns, landscaping, buildings, pavement or other personal property. If damage is caused to any Common Area or Limited Common Area or another Unit Owner's property due to actions of a Unit Owner, their household pet, guest, or occupant, the Unit Owner will be responsible for repairs and/or charges as determined by the Board of Directors and/or the Management Company.

2. Unreasonable noises or actions, including but not limited to loud music, barking dogs, wind chimes, or any other nuisance or illegal activity are prohibited. All physical or verbal abuse is prohibited. No noxious or offensive activity will be conducted in any Unit, or upon the Common or Limited Common Areas, neither will any Unit be used in any way nor for any purpose that may endanger the health of or unreasonably disturb any occupant.

3. Due to restricted parking availability, garage sales, tag sales, and auctions, are specifically prohibited, unless approved by the Association as a community activity.

4. Except as otherwise specifically provided in the Declaration, no Unit will be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto; provided, however, no Unit may be used as a rooming house, group home, commercial foster home, or fraternity/sorority house, or any similar type of lodging, care, or treatment facility. Notwithstanding the foregoing, an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is permitted.

E. Vacant Unit

1. It is suggested that if you are no longer residing in the Unit or are absent from your Unit for more than two weeks at a time, an alternate address, phone number, and a key be provided to a trusted neighbor for emergency purposes.

2. Whether the Unit is vacant or is temporarily unoccupied for any length of time, the temperature within the Unit must always be set above 50 degrees Fahrenheit, preventing freezing pipes and water damage to the Unit, neighboring Units, and the Common Elements and Areas. If a Unit Owner fails to maintain adequate heating to the Unit, the Association has the right, but not the obligation, to activate the utilities and supply heat to the Unit, and to charge the cost of said activation, utilities, and heating to the Unit Owner.

VII. Unit Owner's Financial Guidelines and Responsibilities

A. Association Fees**:**

Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay fees to the Association for operating assessments (normal Condominium fees), special assessments for capital improvements, and special individual unit assessments as deemed necessary by the Board of Directors. These assessments shall be used exclusively to promote the best interests of the Association property.

Association fees are payable to **The Gramercy Place Condominium Association** on the first of each month. A late charge of $50.00 will be added to any account delinquent after the tenth (10^{th}) of the month.

B. Optional Forms of Payment:

The Management Company offers several options to pay your Association fees. For more detailed information about these options, please access your account through portal.cpscolumbus.com.

C. Application of Payments:

The order by which payments are applied is set forth in the Declaration and repeated here for your benefit. The Association shall credit all payments received by the unit owner in the following priority:

1) To interest;
2) To administrative late fees;
3) To collection costs, attorney fees, and paralegal fees;
4) To the principal amounts owed to the Association for common assessments, enforcement assessments, penalty assessments or any other charges owed to the Association.

D. Returned Checks (NSF):

Any check returned for non-sufficient funds (NSF) will be:

1. Charged back to the individual's account.
2. A $10.00 handling fee will be charged to that account.
3. Checks will be held until a replacement check has been cleared for payment. **NSF checks will not be re-deposited.**

E. Delinquency Policy on Fees and Assessments:

1. Upon ten (10) days delinquency, a delinquency notice is sent by the Management Company and the Unit Owner's account is assessed a $50.00 late charge. Late fees are applied to all open balances each month.
2. Upon sixty (60) days delinquency, a "pre-lien" letter may be sent to the Unit Owner by registered mail. The delinquent Unit Owner is assessed for this notice and the Unit Owner is invoiced monthly until payment is made.

3. A lien may be filed when the Unit Owner's account is over ninety (90) days delinquent. The delinquent Unit Owner's account may be charged for fees incurred when a lien is filed. The Unit Owner will be sent a monthly statement of their delinquent account.

4. It is the Association's policy to begin foreclosure procedures when a unit owner is more than one thousand dollars ($1,000.00) in arrears. If foreclosure is initiated, attorney fees are added to the Unit Owner's account. Any additional costs or attorney fees incurred are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

F. Utilities:

Unit Owners are responsible for maintaining and paying for their own gas and electric services and for calling to initiate service on the date of possession. Water service will be sub-metered and billed quarterly by the Management Company to the Unit Owner.

G. Insurance

While the Association maintains insurance on the condominium, the Unit Owners also are responsible for maintaining insurance on their Units as follows:

1. Property Insurance – While the Association's insurance policy insures our buildings, insurable events inside of your Unit under the Association's deductible are the Unit Owner's responsibility. To protect against very high condominium premiums and to help manage claims effectively, the Association's deductibles are $10,000.00 for wind and hail damage and $10,000.00 for fire and casualty damage. As a result, it is recommended that Unit Owners contact their own insurance agent to determine what amount of insurance is appropriate for their individual needs.

2. Personal Property Insurance – As a Unit Owner, you should also obtain insurance on your personal property. Often referred to as tenants' insurance, this insurance covers your personal belongings in the event of vandalism or a casualty event. The amount of insurance necessary will depend on the value of your personal property, including furniture, clothes, electronics, jewelry, and furnishings.

3. Liability Insurance – In today's litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit, your liability insurance may cover the cost of the injury and any damages. The Association maintains liability insurance on the Common Elements to protect against the same thing. Many insurance agents recommend that Unit Owners have at least $1,000,000.00 in liability insurance; however, you should contact your own agent to determine the best amount for you.

H. Real Estate Taxes

Unit Owners are responsible for paying all Franklin County real estate taxes for your unit. Your real estate taxes not only reflect the value of your Unit but also your undivided percentage of interest in the common areas.

VIII. General

A. Declaration and By-laws

Every Unit Owner should receive a copy of the Condominium Declaration and Bylaws at the closing of his or her Unit. The Declaration and Bylaws have provisions which govern the Association. You should acquaint yourself with these documents. When selling your condominium unit, unit owners are responsible for providing the new buyer with a copy of the Declaration and Bylaws.

B. Rules and Regulations

The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish rules and regulations governing the use of the Common Area and Limited Common Area and the personal conduct of Unit Owners, occupants, and their guests. The Board of Directors also has the power and authority to establish and levy enforcement charges for violations of the rules and regulations. Each occupant has the duty to understand the general rules and regulations that have been established for the welfare and harmony of all occupants, as well as for the protection of the complex. **Rental residents must receive a copy of the Rules and Regulations from their Landlord/Unit Owner because such Rental Residents are also subject to the Gramercy Place Condominium Rules and Regulations. Additional copies are available through your CPS portal.** When selling your condominium unit, Unit Owners are required to provide the new buyer(s) with a copy of the current handbook of rules and regulations.

C. Modification of Rules and Regulations

These Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Directors without any prior notification to Unit Owners, Residents, Occupants or prospective Unit Owners who are under contract to close.

D. Modification of Declaration and By-laws

Please see Association By-Laws in your CPS portal for details.

E. Rental/Leasing

No Unit or part thereof shall be rented for any period of less than six (6) months; or rented to roomers or boarders, *i.e.*, renting of a portion of a Unit to one or more persons. Renting and leasing through business concerns, including but not limited to Air BNB and VRBO, is strictly prohibited.

No lease may be less than an entire residential Unit. Any lease agreement shall be in writing, shall provide that the lease be subject in all respects to the provisions and to the rules and regulations listed in this Handbook and in the Declaration, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease and subject to eviction proceedings based on Chapters 1923 and 5311 of the Ohio Revised Code.

Prior to the commencement of the term of a lease the Unit Owner shall notify the Board through the Management Company, in writing:

- All the names of the tenant and/or tenants and the time during which the lease term shall be in effect.
- Home and work telephone numbers and email address to reach the tenant in case of emergency.
- Unit Owner's phone and work telephone numbers and email address in case of emergency.
- A copy of the lease agreement and a signed receipt acknowledging tenant has received a copy of this handbook.
- Comply with all rental registration requirements of the Franklin County Auditor's Office.
- Failure to comply with these notification requirements will result in a fine of $200 per month until the above items are received.

F. Residential Use

Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and those uses customarily incidental thereto. No Unit may be used as a rooming house, group home, commercial foster home, or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve

customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

G. Offensive Activity

No noxious or offensive activity shall be conducted in any Unit, or upon the Common Area or Limited Common Area, nor shall any unit be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

H. Child Safety and Liability

Pursuant to Ohio Revised Code Section 3109.09, parents are liable for willful damage to property or theft caused by their children up to $10,000.00 and court costs. Pursuant to Ohio Revised Code Section 2307.70, parents are liable for vandalism, desecration, and ethnic intimidation caused by their children up to $15,000.00 in compensatory damages, court costs, reasonable expenses of bringing the action, punitive damages, and reasonable attorney fees. Parents are responsible for their children's behavior and safety while playing or congregating in the Common Area and/or Limited Common Area. Very young children should not be left to play in these Areas without adult supervision. Our ponds are also deeper than most people realize; in some places, 10+ feet. Because of waterfowl contamination and these depths, no one may swim or fish in the ponds.

I. Owner Moving Responsibilities

If a Unit Owner is moving out of Gramercy Place, it is very important to contact the Management Company to inform it of the new owner of record. It is the Unit Owner's responsibility to make certain all Condominium dues and fees are current. It is also the Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners as well as a copy of the Gramercy Place Condominium Association Community Rules and Regulations. With the sale of a unit, a transfer fee (2 months of association dues) will be charged to the buyer of the unit being purchased.

J. Replacement Handbooks

A copy of the Handbook is provided by email to all occupants of the Condominium Property. You may access the handbook also through your account at portal.cpscolumbus.com. This handbook should be given to the new Unit Owner upon sale of your Unit.

IX. Rules Enforcement

It is the responsibility of the Board of Directors to establish and enforce these Rules and Regulations.

When a first violation of a rule is submitted to the Management Company in writing and signed by the complaining/reporting Unit Owner, a "Notice to Cure" letter is sent to the offending Unit Owner by the Management Company. If not cured by the date in the letter a "Notice of Intent to Levy Enforcement Assessment" letter will be sent. The Unit Owner will have ten (10) days to respond in writing to request a hearing with the Board of Directors. Failure to respond within ten (10) days or appear at the hearing will waive the Unit Owner's right to the hearing and the enforcement assessment will be charged to the Unit Owner's account.

Any Unit Owner or occupant may file a complaint citing a violation of these Rules and Regulations. Please fill out the Resident Complaint Form found in your account at portal.cpscolumbus.com and send it by email to the Management Company. The complaint will be investigated and processed for further action. Please be aware that you may be asked to attend a hearing to further explain your written complaint.