Jamestown of Grandview Condominium Association



Handbook

Managed by:
Myers Real Estate

1221 Grandview Ave.
Columbus, OH 43212
P: 614-486-2933
F: 614-486-1001
Email: info@myersrealty.com

Current as of April 2025

THE JAMESTOWN OF GRANDVIEW
CONDOMINIUM ASSOCIATION
HANDBOOK

This booklet includes the community rules and regulations adopted by the Board of Directors. It contains specific rules and regulations authorized by the Declaration and Bylaws of Jamestown of Grandview Condominium Association. It is subject to change by action of the Board of Directors.

This booklet is designed to assist all unit owners in understanding the Rules & Regulations under which the Association operates. We believe that these Rules & Regulations are necessary in order to maintain a high-quality residential community. This community is intended to be primarily an owner-occupied community.

The Association is governed by: (1) the statutory law of the State of Ohio regulating the creation and operation of Condominiums, currently Chapter 5311 of the Revised Code of Ohio; (2) the Condominium Declaration and Bylaws.

This is not a substitute for the Declaration and By-Laws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities or an interpretation of rules should be directed to the Board of Directors via Myers Real Estate.

Please note these Rules and Regulations apply to tenants as well as owners. If you are renting your unit, you are obligated to provide your tenant with a copy of this handbook.

Table of Contents

3 Table of Contents
4 Community Rules & Regs
5 Professional Management
5 Telephone Numbers
5 Financial Matters
6 Association Dues
6 Application Payments
6 Returned Checks
6 Delinquency Policy on Fees and Assessments
7 Condominium Insurance
7 Insurance Responsibility
7 Replacement Handbooks
8 General Rules
8 Declaration and Bylaws
8 Rules and Regulations
8 Enforcement of Violations
8 Modification of Rules & Regs
9 Common Elements
9 Purpose of Common Area
9 Safety in Common Area
9 Damage to Common Elements
9 Personal Effects
9 Prohibited Items/Common Area
9 Limited Common Elements
9 Pets
10 Swimming Pool Rules
11 Parking/Vehicles
12 Trash Collections
13 Architectural Control
14 Architectural Regulations
14 Interior Architectural Regs
14 Strom Doors and Locks
15 Front Doors and Locks
15 Satellite Dishes
15 Window Coverings
16 Signs
16 Patios
16 Electric Insect Killers
16 Hot Tubs
16 Posts
16 Hose Reels/Hoses
16 Flower Pots
16 Flowers
17 Flags
17 Holiday Decorations
17 Other Exterior Items
17 Landscape Changes/Additions
17 Solicitation & Yard Sales
17 Distributing Materials/Picketing
18 Rental/Leasing
18 Residential Use
19 Checklist of Maintenance
20 Offensive Activity
20 Child Safety & Liability
20 Moving Responsibility
20 Rules Enforcement
21 Formal Complaint Form
22 Contractor Acknowledge Form
23 Exterior Building-Architectural Request Form
24 Dispute Resolution Policy
25 Dismissal of Allegation
25 Sanctions
25 Suspension of Voting
25 Legal Actions
25 Notification of Findings

THE JAMESTOWN OF GRANDVIEW
CONDOMINIUM ASSOCIATION

COMMUNITY RULES AND REGULATIONS

Board of Directors

By Ohio Law, all Condominium communities must have an association of its owners and a Board of Directors to provide the services necessary for general property maintenance and long-term obligations. The owners' condominium dues or 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 and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs.

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 they are in default in payment of Condominium fees, charges, or any assessment levied by the Association.

The Board of Directors meet on a regular basis and meetings are generally closed to the public. However, if residents wish to address the Board, they should request to be placed on the next meeting agenda. If interested, please call a Board representative to find out the meeting time and location. The Board of Directors will send notification of the Annual Meeting to homeowners.

PROFESSIONAL MANAGEMENT

Under direction of the board of Directors, Myers Real Estate will manage the Jamestown of Grandview Condominium Association. Myers Real Estate will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

TELEPHONE NUMBERS

MANAGEMENT COMPANY

Myers Real Estate 1221 Grandview Ave Columbus, OH 43212	(614) 486-2933 Extension #300 after hours
Association Accountant & Administrator Chrissi Madlansacay accounting@myersrealty.com	Extension #554
Amanda Harr, Property Manager aharr@myersrealty.com	Extension #552

INSURANCE CLAIMS

Myers Real Estate	(614) 486-2933

TOWING ISSUES

Myers Real Estate	(614) 486-2933 Extension #300 after hours

POLICE/FIRE DEPARTMENT

Police Department 1016 Grandview Ave Grandview Heights, OH 43212	(614) 488-7901 TTY: (614) 481-6242
EMERGENCY	**9-1-1**
Fire – Non-emergency 1016 Grandview Ave Grandview Heights, OH 43212	(614) 488-5904
Franklin County Dog Warden	(614) 462-3400
Franklin County Health Department	(614) 462-3160
Grandview Recycling	(614) 488-4728

FINANCIAL MATTERS

ASSOCIATION DUES

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 and provide for the health, safety and welfare of Unit Owners and occupants and for the best interests of the Condominium property.

Association dues are payable to **The Jamestown of Grandview Condominium Association** on the first of each month. Dues should be sent to **Myers Real Estate**. A late charge of $25.00 will be added to any account delinquent after the fifteenth (15^{th}) of the month.

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 from the unit owner in the following priority:

First, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;
Second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;
Third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;
Fourth, for the payment of delinquent installments or portions of assessments which remain unpaid.

RETURNED CHECKS (NSF)

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

1. Charged back to the individual's account.
2. A $50.00 handling fee & bank fees will be charged to that account.
3. Checks will be held until a replacement check has been cleared for payment.
4. **NSF checks will not be redeposited.**

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

1. After the fifteenth (15^{th}) of the month, a delinquency notice is sent by Myers Real Estate and the Unit Owner's account is assessed a $25.00 late charge per month that the fee/assessment is delinquent.
2. Upon sixty (60) day delinquency, a "pre-lien" letter is sent to the Unit Owner. The delinquent Unit Owner is assessed for this notice and the Unit Owner is invoiced monthly until payment is made.
3. A lien is filed when the Unit Owner's account is over sixty (60) days delinquent. The delinquent Unit Owner will be sent a monthly statement of delinquent account.
4. It is Association's policy of automatically beginning foreclosure procedures when a unit owner is delinquent an amount equal to four (4) months condominium fees.

CONDOMINIUM INSURANCE

The Association's Board of Directors has insurance for all buildings and common elements against loss or damage by fire, lightning and such other perils. In addition, the Board of Directors will maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision. Should a Unit Owner need to file an insurance claim, please contact a Board Member or Myers Real Estate at (614) 486-2933.

It is the Unit Owner's responsibility to obtain insurance for the interior of their Unit and for the contents of their Unit. To the extent that the Association's insurance covers permanent improvements and built-in fixtures and equipment originally installed as part of the Unit, then the insurance obtained by the Unit Owner with respect to improvements within his or her Unit shall be limited to "tenants' improvements and betterments" coverage.

INSURANCE RESPONSIBILITY

INSURANCE ITEM	ASSOCIATION	UNIT OWNER
Building Exterior	X	
Common Element Liability	X	
Structural Components	X	
Interior Liability		X
Personal Property		X
Auto Theft/Damage		X

REPLACEMENT HANDBOOKS

The first copy of the Handbook is provided free of charge to all owners of the Condominium Property. If you lost your handbook, you make access a PDF copy at www.myersrealty.com. Click on "Associations" tab at the top, then click on "Your Association". There you will be prompted for a password which is "jgca". Additional handbooks can be purchased for $10.00 each if you would like a hard copy. Please call Myers Real Estate (614) 486-2933 to order another for $10.00. This handbook should be given to the new Unit Owner upon sale of your Unit.

THE JAMESTOWN OF GRANDVIEW CONDOMINIUM ASSOCIATION

GENERAL RULES

DECLARTION AND BYLAWS

Every Unit Owner should receive a copy of the Condominium Declaration and Bylaws at the closing of his Unit. You should acquaint yourself with these documents. A copy is also included in this handbook.

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 Elements and Limited Common Elements and the personal conduct of Unit Owners, occupants, and guests. The Board of Directors also has the power and authority to establish and levy enforcement charges for the 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. **Tenants should receive a Handbook so that they are familiar with the Condominium Rules and Regulations. Additional copies are available from Myers Real Estate.**

ENFORCEMENT CHARGES FOR THE VIOLATIONS OF THE RULES AND REGULATIONS

An enforcement charge of fifty dollars ($50.00) will be assessed to the owner of the condominium for the infraction of the Rules and Regulations by the residents of their condominium. The second and subsequent violations will be assessed a one-hundred-dollar ($100.00) enforcement charge.

MODIFICATION OF THE 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, occupants or prospective Unit Owners who are under contract to close.

COMMON ELEMENTS

Those portions of the Condominium that are not a part of the Units are called "Common Elements" under the Condominium Act.

PURPOSE OF COMMON AREA
The Common Elements are for the sole and exclusive use, benefit, and enjoyment of all Unit Owners, occupants, and their guests and invitees and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Elements in such a manner as to disturb others.

SAFETY IN COMMON AREA
This is a private area and no trespassers, solicitors or unauthorized vehicles are permitted. To help prevent criminal activities within our complex, be alert to unusual activities, suspicious individuals or vehicles. If needed, notify the proper authorities immediately.

DAMAGE TO COMMON ELEMENTS
Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by negligent or intentional acts by the Unit Owner, occupants, or guest/invitee of any Unit Owner or resident.

PERSONAL EFFECTS
All personal property, such as lawn chairs, bicycles, tables etc. must be placed inside the Unit patio when not in use. Porches and Patios may not be used to provide long term storage of boxes, bicycles, motorcycles, boats, etc. Lawn furniture is permitted on patios only.
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, except with Board approval. A variance request may be submitted in writing to Myers Real Estate for the Board's consideration to approve or disapprove.

PROHIBITED ITEMS
The following items, though not all inclusive, will; be strictly prohibited in any Common Element of the Jamestown of Grandview Condominium: window air conditioning units, any type of statue, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, laundry poles/clothes lines or other such items.

LIMITED COMMON ELEMENTS

Portions of the Common Elements are reserved for the exclusive use of the owners and occupants of a particular Unit. These areas are designated as "Limited Common Elements." The Limited Common Elements which may be appurtenant to each unit may consist of the front porch or stoop, or patio.

PETS

Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. The Franklin County Animal Control ordinances clearly mandate that **pets are to be under leash control.** The Common elements are for the enjoyment of all occupants. These areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants of the Franklin County Animal Control ordinances, and also outline the remedies available to the Association to deal with the residents failing to comply with these rules:

1. All pets must be walked on a leash not more than fifteen (15) feet in length and are not permitted to be in the Common Elements or Limited Common Elements unattended.
2. No animal pens or houses are permitted in Common Elements or Limited Common Elements and no pets shall be tethered outside in the common Elements or limited Common Elements.
3. Animal waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice by the Board of Directors. Unit Owners will be assessed the actual cost for maintenance personnel to clean up after the Unit Owner's or occupant's pet(s).
4. The cost of repairing damage done to the Common Elements and Limited Common Elements by a pet(s) will be a special individual assessment against the Owner of the unit responsible for the pet that caused the damage.
5. Unit Owners and residents are required to take action to prevent their pets from annoying others and being a nuisance.
6. Pet owners may be assessed an enforcement charge for violation of these policies. (Pets may be ejected at the discretion of the Board of Directors if they become a nuisance.
7. Unleashed and/or free roaming dogs and cats should be considered "strays." Their behavior is unpredictable and possibly dangerous, especially to children. Please report all strays to the Franklin County Dog Warden at 614-462-4385.

8. **The Franklin County Health Department will be called if there is a problem with animal waste.**

DANGEROUS DOGS PROHIBITED:

A DOG, OF ANY BREED, WHICH HAS BEEN KNOWN TO ATTACK OR BITE A HUMAN; OR, ANY DOG OF THE FOLLOWING BREEDS: PIT BULL, ROTTWEILER OR DOBERMAN PINCER.

SWIMMING POOL RULES

The pool is for exclusive use of the Jamestown of Grandview Condominium residents and their guests. Any person who cannot be identified as a resident, or who is not accompanied by a resident, will be asked to leave the pool area.

The pool rules are:

1. All persons using the pool and pool facilities do so at their own risk and sole responsibility. The Association or Myers Real Estate is not responsible for accidents. There is no lifeguard.
2. The use of the pool is for Jamestown of Grandview residents and their guests.
3. There is a limit of TWO (2) guests per unit. The residents must accompany their guests.
4. Residents or guests under the 18 years of age must be accompanied by an adult resident age 18 or older.
5. The observance of the following rules, for residents and their guests, will insure your enjoyment and safety:

- No Smoking
- No Glass
- No Animals or Pets
- No Running or Disruptive Behavior
- No Running and Jumping in the pool
- No Excessive Splashing
- No Radios/CD Players used without headphones
- No Diving into the Pool
- No Electric Devices
- No Rafts

6. If you wish to remove the safety rope to allow lap swimming, please hook it back up when finished.
7. All pool furniture is to remain in the pool seating area. For safety reasons please do not move the furniture to the pool deck area.
8. Swimming is permitted only in garments sold as swimwear. Infants must also wear a swimsuit-no diapers are permitted in the water. Children who are not toilet trained are not allowed in the pool.
9. The pool umbrellas must be closed after use.
10. The pool will be open daily during the swimming season from 7:00 a.m. and closes at dark each day.

11. In case of emergency, there is a phone mounted on the brick wall next to the pool equipment room. This phone is for 911 calls only. No outgoing or incoming calls can be made.
12. REMINDER: It is not advisable to swim alone!
13. INDIVIDUALS USING SUNTAN OIL OR LOTION MUST PLACE A TOWEL ON THE POOL FURNITURE TO PROTECT THE FURNITURE.

In addition to the printed rules, PLEASE be courteous to others. Your behaviors and voiced conversations should not offend anyone of any age.
If you are the last to leave the pool area, please if physically able, hook the rope across the pool; crank down the umbrellas; and, close the pool gate so that it is securely locked.

Violators of Jamestown of Grandview Pool Rules will be subject to the Rules Enforcement provisions of the Handbook. The first violation will have an enforcement charge of One Hundred dollars ($100.00) that will be assessed to the owner of the condominium. The second and subsequent violations, the owner of the unit, will be assessed a Two-Hundred Dollar ($200.00) enforcement charge.

PARKING/VEHICLES

Vehicles may park in the designated spaces (parking map attached). **The following is NOT permitted and vehicles may be towed at the owner's expense:**

1. Vehicles parked in illegal spaces or areas, blocking entrance intersections, on lawns, or on the main roadways.
2. Abandoned or inoperable vehicles or vehicles with expired license plates.
3. Two wheeled vehicles that do not provide asphalt protection from the kickstand.
4. Oil spots on the asphalt. Residents are responsible for cleaning all oil from their parking spaces. Oil dry is recommended.
5. **DOUBLE PARKING (as per Fire Marshall).**
6. **VEHICLES MUST PARK IN ASSIGNED SPACES.**

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

Vehicles such as mopeds, motor scooters, gas operated go carts, mini cars, etc., which have not been licensed for public use, are prohibited on the streets and parking lots.

No boats, trailers, motor homes, trucks (larger than ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation will be permitted to park in the driveway for 24 hours to allow for loading or unloading. Said vehicles must not block normal access (ingress or egress) of other residents. 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

Inoperable vehicles (flat tires, expired license, etc.) or vehicles that appear to be abandoned, which are parked in any Common Element for more than 24 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in the Limited Common Elements or Common Elements except for short term emergency work (flat tires, battery changes, etc.).

Reckless operation, excessive speed and parking or driving on the lawn is prohibited.

If someone is illegally parked, call Myers Real Estate at (614) 486-2933; please provide color, make, model of vehicle and license plate number.

TRASH COLLECTION

ENFORCEMENT CHARGES FOR THE VIOLATIONS OF THE RULES AND REGULATIONS

An enforcement charge of One Hundred dollars ($100.00) will be assessed to the owner of the condominium for the infraction of the General Rules and Regulations by the owners/residents of their condominium. The second and subsequent violations will be assessed a Two Hundred Dollar ($200.00) enforcement charge.

Violators who leave their trash on the ground next to the trash dumpster or anywhere else on the Condominium Property, or who place items that are not permitted will be subject to a Two- Hundred Dollar ($200.00) enforcement charge.

All construction debris needs to be hauled off site on a daily basis and not placed in the Association Trash Dumpster. Any contractor found to be violating this rule will be subject to a Five Hundred ($500.00) enforcement charge.

Violators of Jamestown of Grandview Pool Rules will have an enforcement charge of One Hundred dollars ($100.00) that will be assessed to the owner of the condominium for the first violation. The second and subsequent violations, the owner of the unit, will be assessed a Two Hundred Dollar ($200.00) enforcement charge.

Trash Dumpster and Bulk Trash Disposal

All garbage must be in the trash dumpster! Dumpsters are to be used for typical household trash only. Nothing is to be placed outside a dumpster. All boxes must be broken down and or cut up to fit inside the dumpster.

There are 3 dumpsters on site, if a dumpster is too full, do not leave trash outside the dumpster, take it to another that is less full.

ITEMS NOT PERMITTED IN DUMPSTERS

o Furniture (any size), sofas, chairs, desks, book shelves, boxes, etc.
o Large and small appliances, vacuums, TVs, computers, printers, and monitors.

o Water heaters, furnaces, grills.
o Construction debris, toilets, cabinets, dry wall, lumber (any size), wood trim pieces, concrete, bricks, etc.
Owners are responsible for informing their contractors regarding removal and disposal of all bulk items.

For items too large for the Trash dumpster, you must arrange with the City of Grandview for a pick up and haul away.

To schedule bulk pickup, please call (614) 488-4728, or sit your items out on your regular trash day and they will be collected. Please only set out your item(s) the evening before your regular pick-up, or the same day that your pick-up is scheduled.

Violators who leave their trash on the ground next to the trash dumpster or anywhere else on the Condominium Property, or who place items that are not permitted will be subject to the Rules Enforcement provisions of the Handbook. The first violation will have an enforcement charge of One Hundred dollars ($100.00) that will be assessed to the owner of the condominium. The second and subsequent violations, the owner of the unit, will be assessed a Two-Hundred Dollar ($200.00) enforcement charge.

All construction debris needs to be hauled off site on a daily basis and not placed in the Association Trash Dumpster. Any contractor found to be violating this rule will be subject to a Five Hundred ($500.00) enforcement charge.

Recycling Containers

Recyclable materials may be placed in the provided containers located by the dumpsters, or in a reusable garbage can or container up to 32 gallons; they are not to weigh any more than 50 lbs. when full. Place the container next to the trash dumpster.

Acceptable Items
o Plastic containers - numbers 1 - 7 with no lids
o Glass jars and bottles - no lids
o Cans - aluminum, steel, and bi-metal
o Empty aerosol cans - no lids or tips
o Newspapers with inserts o Magazines and junk mail
o Telephone books o Wrapping paper and office paper o Fiber - all cardboard food boxes including pizza, juice, and paper towel rolls
o Cardboard Non-Acceptable Items
o Plastic - Caps, bowls, buckets, tubs, oil or antifreeze jugs, film, plastic bags, bubble wrap, and straws
o Styrofoam
o Glass - lids, windows, drinking glasses, or light bulbs o Aluminum - foil, pans, window frames, doors, or scrap
o Paper - napkins, tissues, cups, glasses, plates or soiled paper

The City has a contract to dispose of recyclable material at no cost. For more information on the Recycling Program, you may contact the Service Department at (614) 488-4728, between the hours of 7:30 am to 4:00 pm

ARCHITECTURAL CONTROL

No modifications, changes, additions or improvements to the exterior of the unit building, Common Elements and Limited Common Elements may be made without prior approval of the Board of Directors of the Association. Architectural request forms are available from Myers Real Estate. Requests must be submitted in writing to Myers Real Estate.

Impairment of Structural Integrity of Building: Nothing shall be done in any Unit, nor in or on the Common Elements, which would impair the structural integrity or would structurally change any of the buildings.

No alterations may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board of Directors.

ARCHITECTURAL REGULATIONS

1. 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 the following has been approved in writing by the Board or its designated representative or representatives, at its or their sole discretion (**see page 24 for form**):
   -the contractor(s)
   -the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the structure improvement.
2. Nothing visible to the exterior shall be permitted to be hung, placed displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative, at its sole secretion, or unless the same is authorized by existing rule or regulation adopted by the Board.
3. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

INTERIOR ARCHITECTURAL REGULATIONS

The Board of Directors recognizes the desire for residents 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. Before any work begins on a Unit, the owner shall forward to the Board of Directors a signed "Contractor Acknowledgement Form" (**see page 23 for form together with the documents listed in guideline #5 below**). Failure to submit the required materials and adhere to

the guidelines will subject the Unit Owner to the "Rules Enforcement" provisions of the Association

The Interior Architectural Guidelines are as follows:

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 will be limited to the houses of 8:30 A.M. – 4:30 P.M., Monday through Saturday, but no interior construction may take place on federal or state holidays, except President's Day, Martin Luther King, Jr. Day, Columbus Day and Veteran's Day.
3. All contractors, regardless of where the Unit is located, must follow the established rules for parking. If a contractor is illegally parked or blocking other occupants, they will be towed.
4. All construction debris needs to be hauled off site on a daily basis and **not** placed in the Association Trash Bin. Any contractor found to be violating this rule will be subject to a $500.00 fine.
5. All contractors doing work at Jamestown of Grandview Condominiums, must send copies of the following paperwork along with a signed acknowledgement form to the Association:
    a. Proper permits for the work being done (if applicable)
    b. Liability Insurance and Workers Compensation Certificates (even if a sole proprietor)

STORM DOORS AND WINDOWS

Northwest Building Resources replaced all storm doors in the spring of 2013. If your storm door needs repaired or replaced, it is the unit owner's responsibility. Models of storm doors must be submitted for approval by the Board of Directors. Please make sure the storm door model you submit is either the option of self-storing or is a full view door. Please do not install a storm door without Board approval; if it does not meet the minimum specifications, the Board can have it removed.

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 plastic windows may be used.

FRONT DOORS AND LOCKS

It is the Unit Owner's responsibility to care for the front doors, their frames, and locks. The front door must be painted on a regular basis. Brass nickel plates and doorknockers are permitted within the Condominium Property and are the responsibility of the unit owner. New locks and keys are done at the unit owner's convenience and expense.

SATELLITE DISHES

The installation of a satellite dish is restricted to the patio of the owner's condominium, which is a Limited Common Element. A satellite dish may not be installed without prior approval of the Board of Directors of the Association. An Architectural Request form may be found on pg. 24 of this handbook, and additional forms are available from Myers Real Estate. A request must be submitted in writing.

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.

SIGNS
No sign of any kind shall be displayed in the public view on the Condominium Property except: (a) on the Common Elements, sign regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign not in excess of four-square feet in size, advertising the Unit for sale or rent; (c) other signs approved by the Board. The Association shall confiscate illegal signs. Confiscated signs may be retrieved within 30 days after payment of a $50.00 penalty per sign. Political signs are permitted to be affixed on the inside of a Unit's window; however, the sign must be removed within 24 hours of the poll's closing on Election Day.

ELECTRIC INSECT KILLERS
Electric insect killers are prohibited on the Condominium Property.

PATIOS
Patios must be constructed of red- or natural-colored bricks. Bricks must be 1 foot in size and no bigger than 2ftx 2ft. No solid surfaces are permitted. Please do not install a bricks without Board approval; if it does not meet the minimum specifications, the Board can have it removed.

HOT TUBS
Hot Tubs are prohibited on the condominium property.

POSTS
One (1) metal post is permitted per household for a hanging plant. The post may only be placed within the patio area. The post shall not exceed 7 feet in height. The post may be black or painted or stained to match exterior building trim. **The post must be stored inside in winter.**

HOSE REELS/HOSES
Unit Owner's hose reels and hoses must be stored out of sight when not in use**.** Winterization is very important, please remember to turn off the water and drain faucet and remove the hose from the outside faucet.

FLOWER POTS
Flower pots may not be placed in any lawn area. Pots must be maintained during the growing season and stored for winter. Flowerpots **may not** be hung from the building or patio fence.

1. The Hanger must not be mounted so as to obstruct the normal maintenance of the grounds and buildings.
2. The hanger will be the personal maintenance responsibility of the Unit Owner, and the Unit Owners will assume the responsibility of any damage to the building or patio fence caused by the mounting of the hanger
3.

FLOWERS

1. Flowers may be planted inside existing mulched areas and in the patio area. Flowers are not permitted around any tree.
2. Maintenance of the flowers installed by the homeowner or resident is the responsibility of the resident and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the growing season and become unsightly will be removed by the Association and the Unit Owner will be billed for removal.

FLAGS

1. A flag pole holder, of an aluminum or brushed nickel finish, may be installed on the wood trim adjacent to the front door.
2. College flags or professional team flags may be flown on game day**.**

HOLIDAY DECORATIONS

1. Christmas lights and decorations are permitted to be placed in the Common Elements, Limited Common Elements, and/or building exteriors provided that the installation of the decorations does not damage Common Element and Limited Common Elements trees, building roofs, gutters or siding. They may be displayed after Thanksgiving Day, and be removed no later than January 15th of the following year.
2. Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

OTHER EXTERIOR ITEMS

The board of Directors in advance of installation must approve any other exterior items not covered in the above guidelines:

Below is a reference list of common exterior alterations (not intended to be all inclusive):

ITEM	PROHIBITED	APPROVAL REQUIRED
Awnings/Canopies	X	
Flower Boxes		X
Exterior Lighting		X
Hot Tubs	X	

LANDSCAPE CHANGES/ADDITIONS

If you are interested in adding trees, shrubs or any other permanent landscape material in the Common Elements and/or the Limited Common Elements, detailed plans must be submitted in advance for written approval. Contact Myers Real Estate for information and procedures.

SOLICIATION AND YARD SALES

Solicitation is not permitted within the Condominium Property. Due to restricted parking availability, yard sales and tag sales are specifically prohibited, unless approved by the Board as community activity. For information, contact Myers Real Estate.

DISTRIBUTING MATERIALS AND PICKETING

No person shall engage in the distributing of any materials on any portion of the Common Elements without prior written consent of the Board. Additionally, no person shall engage in any demonstration on any part of the Common Elements, including but not limited to picketing of any kind of any Unit or any facilities which compromise the Condominium Property, marching on the Common Elements, carrying signs or gathering for the purpose of demonstrating without prior written consent of the Board.

RENTAL/LEASING

No Unit or part thereof shall be rented for any period of less than thirty (30) days; or rented to roomers or boarders, that is, rented to one or more persons of a portion of a Unit only.

No lease may be for 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 Chapter 5311 of the Ohio Revised Code. Prior to the commencement of the term of a lease the unit Owner shall notify the Board, in writing:

- Copy of lease and/or renewal needs to be submitted to the Condo Association at Myers Real Estate
- All of 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 e-mail address to reach the tenant in case of emergency
- Unit Owner's phone and work telephone numbers and e-mail address in case of emergency.
- A receipt signed by the tenant and owner, acknowledging the tenant's receipt of the Jamestown of Grandview Handbook.

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 uses customarily incidental thereto, provided, however, that 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 in or from the Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

CHECKLIST OF MAINTENANCE RESPONSIBILITIES

Description:	OWNER	ASSOC.
VENTS:	**X**	
DOORS: Weather stripping, storms & screens	**X**	
HEATING/AIR CONDITIONING:	**X**	
LANDSCAPING: A) care & replacement of patio shrubbery/plantings installed by homeowner. **B)** care of lawns, shrubbery, tree**s**	**A)**	**B)**
PATIO: A) interior: replacement & maintenance **B)** Exterior: Replacement & maintenance. **C)** Patio Fences	**A)**	**B),C)**
PIPES: A) Interior personal-gas, water, sewer -servicing one unit **B)** Servicing more than one unit.	**A)**	**B)**
PROPERTY DAMAGE WITHIN A UNIT	**X**	
WALLS: A) interior maintenance **B)** exterior structural maintenance	**A)**	**B)**
WINDOWS: frames, glass, screens & storms	**X**	
WIRING: interior electrical & telephone - servicing one unit	**X**	
FOUNDATION WALLS, FOOTERS, DRAINS		**X**
INTERIOR DAMAGE: structural-caused by leak, etc. (drywall, etc)		**X**
LIGHT FIXTURES: A) exterior (installed on building) **B) changing** light bulbs in fixtures (building) C**)** post lamp maintenance, replacing light bulbs	**A)** **B)**	**C)**
PAINTING: A) entry B) building exterior **C)** exterior color selection	**A)**	**B), C)**
ROAD & PARKING AREA PAVEMENT:		**X**
ROOFS: shingles, flashing, gutters, downspouts, and exterior vents		**X**
SNOW REMOVAL: A) roads, driveways, walks B**) front** stoops and back patios	**B)**	**A)**
WALKS: sidewalks		**X**

NOTE: This is not intended to be all-inclusive. Please call Myers Real Estate at (614) 486-2933 for further information.

OFFENSIVE ACTIVITY

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

CHILD SAFTEY AND LIABILITY

Under Ohio law, parents are liable for damage to property caused by their children up to $3,000.00. Parents are responsible for their children's behavior and safety while playing or congregating in the Common Elements. Very young children should not be left to play in these areas without adult supervision.

MOVING RESPONSIBILITY

If you are moving it is very important to contact Myers Real Estate to inform them of the new owner of record. It is the Unit Owner's responsibility to make certain all condominium dues are current. It is also the Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners and this copy of the Jamestown of Grandview Condominium Association Handbook after closing.

RULES ENFORCEMENT

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

When the first violation of a rule is submitted in writing and signed by the Unit Owner, a "Notice to Cure by" letter is sent to the offending Unit Owner. 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 respond in writing to request a hearing with the Board of Directors. Failure to respond in 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. A letter or the Formal Complaint Form (page 22) should be signed and delivered to Myers Real Estate. 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.

THE JAMESTOWN OF GRANDVIEW CONDOMINIUM ASSOCIATION

FORMAL COMPLAINT

VIOLATOR(S):

Name (if known): _____

Address: _____

VIOLATION(S): (describe nature, location, time date, etc)

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____
Signature

_____
Print Name

_____
Address

_____
Date

Return to: **Myers Real Estate**
1221 Grandview Ave
Columbus, OH 43212

THE JAMESTOWN OF GRANDVIEW CONDOMINIUM ASSOCIATION
CONTRACTOR ACKNOWLEDGEMENT FORM

Please read and sign below. Send all materials to Myers Real Estate 1221 Grandview Ave, Columbus, Ohio 43212. Please attach a business card or contact information.

Terms and Conditions:

INDEMNIFICATION: Contractor shall indemnify the Association and its employees and agents from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work on the Project provided that any such claim, damage, loss or expense is caused in whole or part by any act or omission of Contractor, any subcontractor, and/or anyone directly employed by any of them.

INSURANCE: Prior to providing any work or materials, contractor will obtain the following insurance and furnish the Association with certificates evidencing same covering the period Contractor is performing hereunder:

- Workmen's Compensation insurance in accordance with law and Employer's Liability Insurance with limit of $500,000; and
- Comprehensive General Liability written in a standard ISO form, including the Association as a named insured, with a combined single limited bodily injury and property damage of $500,000 per occurrence subject to a $1,000,000 general aggregate; and
- Comprehensive Business Automobile Insurance with bodily injury limits of $1,000,000 per person/$1,000,000 per accident and property damage limits of $1,000,000 per occurrence.

WORKSITE CONDITIONS: Contractor has thoroughly acquainted itself with the worksite to ascertain conditions and limitation. Contractor's work shall be preformed with the absolute minimum interference with Association's reasonable directions in that regard. Contractor shall be liable for any loss or damage to any work in place or equipment and materials on the job site it has caused. Contractor shall provide at Contractor's expense for removal of all trash and debris relating to the Project on a daily basis and is not to use the Association's trash receptacles. The Association has the right, on twenty-four hours notice to Contractor, to employ its own forces to maintain the area and charge costs to Unit Owner or Contractor, should the area not be adequately maintained.

ADDITIONAL PROVISIONS:

- All contractors are to be familiar with all pertinent local, state and federal building codes before beginning work in any unit.
- All interior construction will be limited to the hours of 8:30 AM – 4:30 PM, Monday thru Saturday, but no federal or state holidays, except Presidents' Day, Martin Luther King, Jr. Day, Columbus Day and Veteran's Day.
- All contractors, regardless of where the unit is located, must follow the established rules for parking. If a contractor is illegally parked or blocking other residents, he will be towed.
- All construction debris needs to be hauled off site and not placed in the association compactor. Any contractor found to be violating this rule will be subject to a $500.00 fine.
- All contractors doing work at Jamestown of Grandview Condominium, must send copies of the following paperwork along with a signed acknowledgement form to Myers Real Estate:
  - i. Proper permits for the work being done (if applicable)
  - ii. Liability Insurance and Workers Compensation Certificate (even if a sole proprietor)

I, HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE GUIDELINES FOR PERFORMING WORK AT JAMESTOWN OF GRANDVIEW CONDOMINIUMS.

Signature _____ Date_____

FOR OFFICE USE ONLY:

_____Signed Contractor Form _____Insurance Certification _____Worker's Comp Certificate

ARCHITECTURAL REQUEST FORM
THE JAMESTOWN OF GRANDVIEW CONDOMINIUM ASSOCIATION

Exterior Building Improvement Application

To expedite the approval process, please provide specific information about the exterior alterations that you like to make. Include diagrams of the proposed changes.

Name: _____
Address: _____
Home Phone: _____
Cell Phone: _____
Work Phone: _____
E-mail Address: _____

Please list the type of building improvement that you are requesting:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Please check one of the following.

_____ I will do the work myself. _____ A Professional will do the work

Estimated start date _____

Estimated completion date _____

Description of alteration (please attach separate text/diagrams, as needed):
If a professional is doing the work, please attach a copy of their proposal.

_____
_____
_____
_____
_____
_____

EXHIBIT A
THE JAMESTOWN OF GRANDVIEW CONDOMINIUM ASSOCIATION
DISPUTE RESOLUTION POLICY

ENFORCEMENT PROCEDURES

The enforcement of the Condominium Association Rules and Regulations and of the Declaration and Bylaws of the Condominium Association, other than with respect to assessment collection, shall be pursuant to the following, provided that nothing contained herein shall limit any remedy the Association or any member may have under law or pursuant to the provisions of the documents:

A. **ALLEGATIONS:** An Allegation of an infraction of the Declaration, Bylaws and Rules and Regulations shall be handled in the following manner:

1. Discuss the problem with the other Unit Owner who is involved, so as to come to an agreeable solution.
2. Discuss an unresolved problem with Myers Real Estate or their designee to seek a resolution.
3. File a written statement/report with the Board, i.e.; addressing the communication to a member of the Board and (a) mailing it or (b) delivering it to a member of the Board.

B. RECONCILIATION: Upon receipt of such report, the Manager or designee shall approach both parties and attempt to reconcile the alleged infraction. If possible, a practical attempted reconciliation shall take place within ten (10) days of the date of receipt of the statement /report.

C. HEARINGS:

1. **Reason For and Date of Hearing.** If reconciliation is not successful, the Manager or Designee shall notify all parties involved of the date, time and place of a hearing before the Manager, or its designee, and the reasons for the hearing. Such hearing shall be held no later than fifteen (15) days after the reconciliation attempt.
    - The hearing shall be convened by the Manager or Designee.
    - The alleged violator shall be given the opportunity to reply to the statement/report.
    - At such hearing all parties shall be entitled to present evidence or testimony that is relevant to the allegation. It shall be the function of the Board President or Designee to determine relevance.
    - All parties shall have the absolute right to cross examine witnesses and offer rebuttal evidence.
    - The Board may direct pertinent questions toward any of the parties concerned.
    - Each concerned party shall be allowed to make a brief, pertinent, final statement before the Manager makes a decision about the allegations in the report.
    - The Manager may limit the time allowed for speakers

    1. **Extension of Hearing.** One postponement may be granted by the Manager, not to exceed ten (10) additional days, if adequately justified by either concerned party.

D. DISMISSAL OF ALLEGATION:

Any or all the allegations reported to the Manager shall be dismissed for the following reasons:

1. The allegation is not of an action that is prohibited by the Declaration, Bylaws, or the Rules and Regulations.
2. The reporting party does not appear and remain present for the entire hearing.
3. The report appears to be frivolous, malicious, or not in the best interests of the Association.

E. SANCTIONS:

After a decision is made on all allegations, the Manager or designee shall determine the sanction(s) to be imposed (if any) by reason of the violation.

- **Administrative Charges** An administration charge of $50.00 shall be imposed on the violator for each hearing held at which it is determined that the offense was committed, regardless of the number of allegations or reports considered at said hearing, or on the reporter, if no violation is found. The Unit Owner is ultimately responsible for any administration charge.
    1. The Manager or designee may suspend a charge if it determines that the charge would not be fair under circumstances.
    2. The administration charge shall be due and payable to the Association within five (5) days after the mailing of the notification of the findings of the Manager or designee to the violator or the reporter.
    3. The levying of any administration charge shall not relieve any party of liability for damage that might have resulted from any violation.
- **Suspension of Voting Privileges**
    1. Shall be effective immediately upon imposition and shall remain in effect for the longer of (a) the time the administration charge (including damage costs) remains unpaid, and (b) the time when the violation has been cured.
    2. May be imposed for all Units owned by the violator or reporter, regardless of the number of units involved in the violation.
    3. May be enforced by the Manger using any legal means available.
- **Legal Action**
    1. The imposition of any other sanction shall not limit the right of Board of Directors of Jamestown of Grandview Condominium Association at any time to seek and obtain such remedies as may be available by law for such violation.
    2.

F. NOTIFICATION OF FINDINGS

Within a reasonable period of time after a hearing not to exceed seven (7) days, the Manager shall mail a written notification to the (alleged) violator and the reporter, stating (1) the exact findings by the Manager on each allegation and (2) the exact sanction(s) imposed if any.