ONE NEIGHBORHOOD CONDOMINIUM ASSOCIATION



Association Handbook

REVISION 6.4

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Important Contact Information

- DURING BUSINESS HOURS (8:30am–5:00pm, Monday thru Friday, excluding holidays): Email mysupport@linkapm.com for general association questions. You may also use the AppFolio system to report Maintenance Requests at any time.

- AFTER BUSINESS HOURS EMERGENCIES: Call (614) 639-5021.
    - To the extent that your request is an emergency, the representative will relay your request to a dispatch to correct the problem, and they should walk you through the next steps.
    - Note, neither the Property Manager nor any of the Board members may be available to you after hours so calling this after-hours number is your best bet for getting something done in an emergency situation.

I. Introduction

The purpose of this handbook is to help Unit Owners understand the One Neighborhood Condominium Association (your "Association"), the One Neighborhood New Community Authority (the "CA") and your rights and responsibilities as a Unit Owner. It is simply a quick source of information and is not meant to replace the Association's Foundation Documents, as described herein. In the event that a provision of this handbook contradicts Ohio Revised Code ("ORC") 5311, the Association Declaration or Bylaws, or a duly carried resolution of the Board, that provision shall be subordinate to the contradicted document.

What is the Association?

The Association's Declaration ("Declaration") and Bylaws ("Bylaws") were recorded at the Franklin County Clerk's office on February 27, 2008. Since the original filing, there have been several supplemental and amendments recorded. All of these filings are included on a management system provided by the Property Manager called "Appfolio" or are available at the Franklin County Recorder's office or website.[1]

Every Unit Owner is strongly encouraged to become acquainted with the legal structure of the Association (collectively, "Foundation Documents") as they are documents under which the Association and Board legally operate:

1. ORC Chapter 5311[2]
2. Association Declaration (and all supplements or amendments)
3. Association Bylaws (and all supplements or amendments)

Association Unit Groups[3]

The Association membership consists of 74 condo units, along with 76 garage spaces (limited common elements) and other limited common elements (e.g., patios, stoops, balconies, etc.) and common elements. The units can be broken down into four commonly known areas: (1) the 4th Street Units, (2) the Park Units, (3) the 5th Street Units, and (4) the Bishops Walk 1 Units (BW1). *This delineation is made solely for educational and identification purposes; otherwise the Board has a fiduciary duty to the entire Association regardless of a board member's affiliation to, or ownership in, a particular Unit or Area.*

A summary table and maps are provided below.

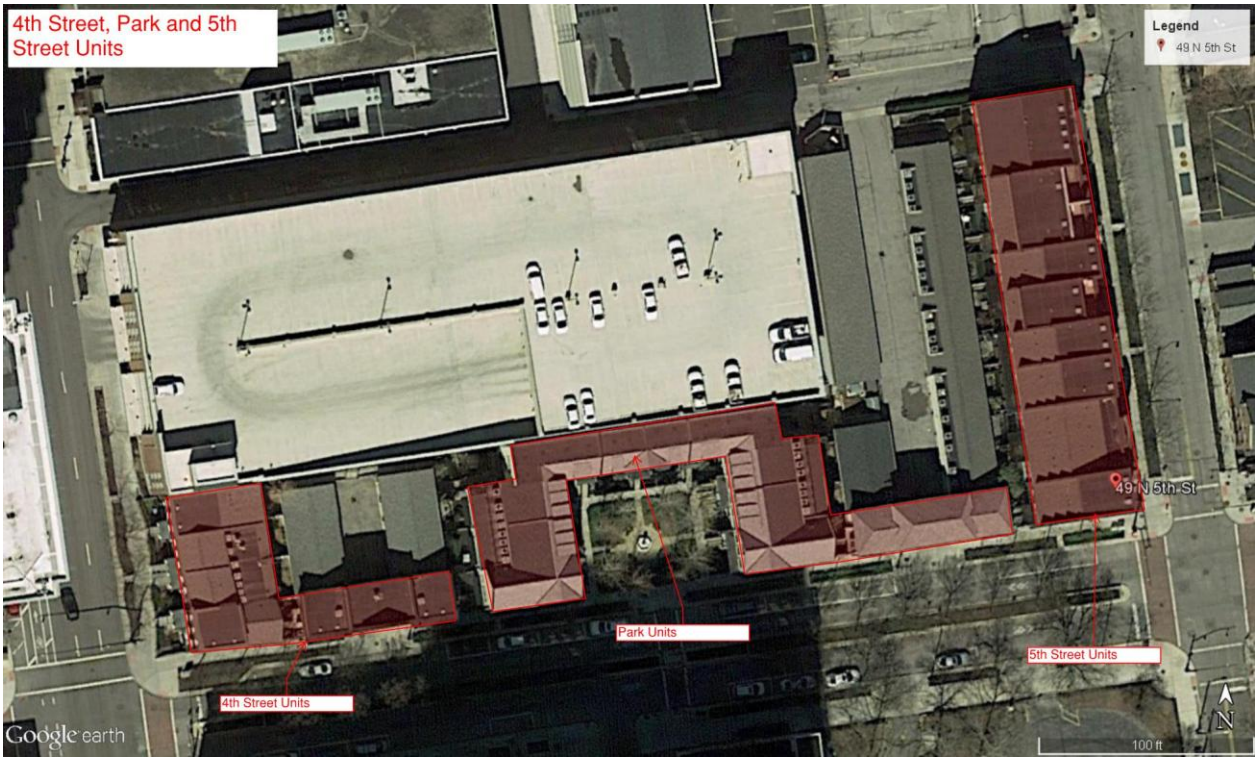
Areas	Number of Units	Total SF	Total Common Interest
4th Street	9	10,473	11.5%
5th Street	21	24,392	26.8%
Bishops Walk I	27	34,657	38.1%
Park	17	21,447	23.6%

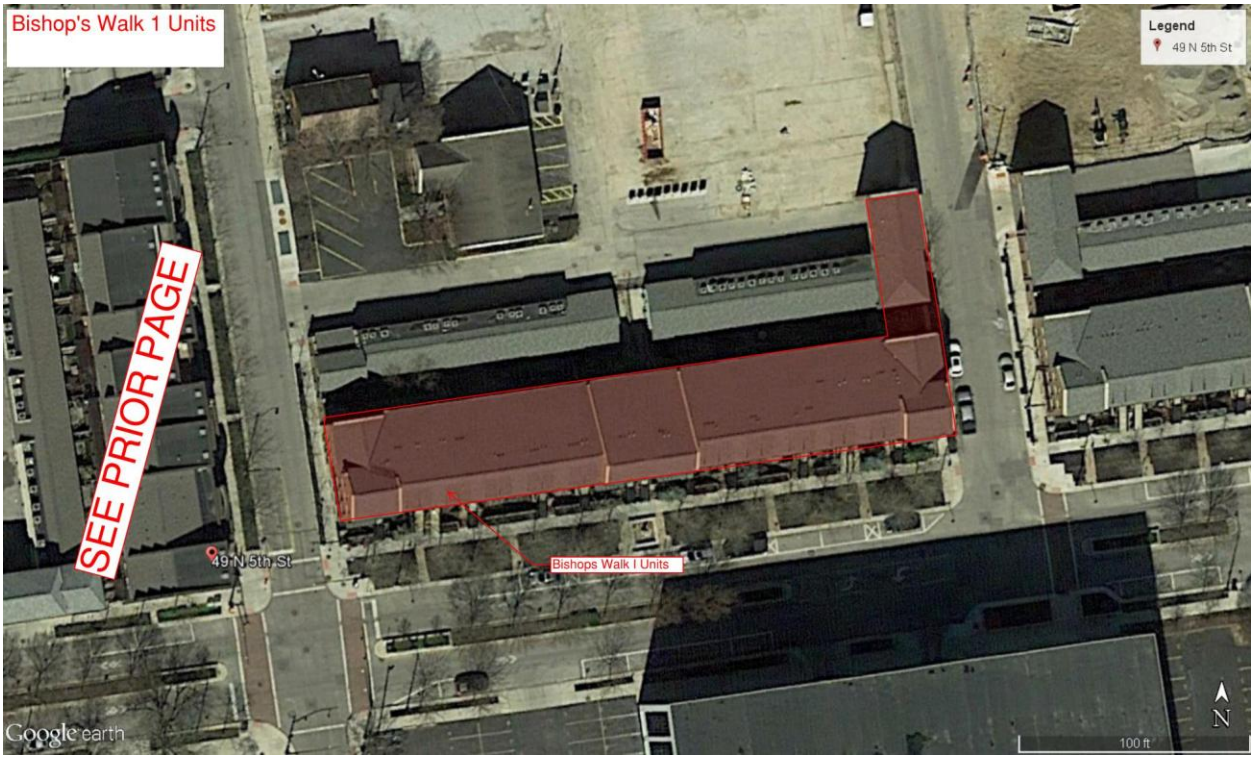
[1] See Franklin County Recorder's website here https://countyfusion5.kofiletech.us/countyweb/login.do?countyname=Franklin.
To locate all documents search using instrument No. 200802270029753

[2] See https://codes.gov/orc/5311 See Franklin County Recorder's Office website here: https://countyfusion5.kofiletech.us/countyweb/login.do?countyname=Franklin.

[3] The developer started a new condominium association called the Gay & Sixth Condominium Association (displayed in Orange). While the members of this association are our direct neighbors, the Association is not responsible for the management and maintenance of the common areas in this second association.

Grand Total	**74**	**90,969**	**100.0%**





What is the Community Authority?

In 2008, pursuant to agreements made under ORC Chapter 349, the developer partnered with the City of Columbus (the "City") and Franklin County (the "County") to create the One Neighborhood New Community Authority in order to improve the public rights of way. These improvements include the streets, medians, sidewalks, and landscaping that residents of the Association enjoy. Funding for these improvements were assisted by the City's and County's issuance of bonds, which are paid back through a special assessment charge (the "SA Charge") on each Unit Owner's property tax bill.[4] Similar to the standard County charges for property tax, the calculation of the SA Charge is based on the assessed market and taxable values of a Unit (as determined by the County) multiplied by a "millage rate".[5] The CA, through an agreement with the City,[6] is also responsible for the maintenance and repair of the CA property as displayed in green in the map below:



The CA contracted with the Association to maintain its property under that certain Maintenance Agreement by and between One Neighborhood New Community Authority and One Neighborhood Condominium Association dated April 16, 2012 (the "CA Maintenance Agreement").

Comparison of the Association and the CA

The Association is legally responsible for all Association property as defined by ORC Chapter 5311, the Association's Declaration and Bylaws, and / or the Association's Rules.

CA Property, however, is merely managed by the Association under a contract with the CA. *Nota Bene*: pursuant to the CA Maintenance Agreement, either the Association, or the CA, may terminate the CA Maintenance Agreement upon providing at least 30 days' written notice to the other party.

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[4] See Franklin County Auditor's Office website here: https://www.franklincountyauditor.com/.

[5] Millage rates are the tax rates used to calculate local property taxes. The rate represents the amount per every $1,000 of a property's assessed value. Assigned millage rates are multiplied by the total taxable value of the property in order to arrive at the property taxes.

[6] This agreement is contained in the Associations Declaration.

II. Management of the Association

Board of Directors

The Declaration delegates the responsibility for managing the Association's business to a Board of Directors. The Board of Directors consists of six (6) Association members.

Board members are elected by the members of the Association ("Unit Owners") at the Annual association Meeting. Board members are elected to three-year terms and serve until they resign, or their terms expire. Two Board members are elected every year. In the event a Board member resigns before the expiration of their three-year term, the Board may appoint a replacement Board member who will serve until the next annual meeting. At this meeting, the Unit Owners will vote for a replacement member to serve out the remaining term of the resigned Board seat.

Current Board members and their various positions are listed in the table below:

Name	Office	APC	RAC	CAPC	NC
Kelin Wheaton	President	Ex Officio	Ex Officio	Ex Officio	Ex Officio
Wayne Moore	Secretary	Chair		Member	
Chris Peterson	Treasurer		Member	Chair	
Greg Laws					Chair
Matt Huhn					
Kate Graham			Chair		

The Board is required to meet at least quarterly to review the Association's finances and operations. However, the Board is currently meeting at 8:00 am on the third Wednesday of every month (except the Annual Meeting) at Tri-Village Storage at 195 E. Long Street. All Unit Owners are welcome to attend to speak during Open Forum, or merely observe.

Officers of the Board

The officers of this Association are a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. Officers are elected by the Board and shall serve until the Board elects a replacement officer. No officer need be a Unit Owner or Board member and the same person may hold more than one office.

Committees of the Board

The Board has formed four formal committees pursuant to the duly adopted Resolution 2019-0701 (Amended). The President of the Board is responsible for appointing a chairperson to each committee (who generally will be a volunteer). The names and general purview of each committee are listed below:

Committee Name	Committee Purview[7]
Association Property Committee (APC)	The APC is charged with (i) gathering and vetting information regarding the operations and capital expenses of the Association, and (ii) making recommendations for actions items to be approved by the Board.
Rules & Administration Committee (RAC)	The RAC shall be charged with (i) gathering, vetting, and organizing all rules, policies and procedures into an Association Handbook, and (ii)

[7] See Resolution for the charter of each committee.

	making recommendations for actions items associated therewith to be considered by the Board. The RAC shall also be charged with gathering, vetting, organizing and publishing all pertinent information regarding the Community Authority.
Community Authority Property Committee (CAPC)	The CAPC shall be charged with (i) gathering and vetting information regarding the operations and capital expenses of the One Neighborhood New Community Authority as required under CA Maintenance Agreement, and (ii) making recommendations to the President of the Board for approval by the CA.
Nominating Committee (NC)	The NC is charged with providing nominations and recommendations for all Board positions

Property Manager

Link Association Management

Article IV, Section 15 of the Bylaws allows the Board to delegate all or any portion of its authority to discharge its responsibilities to a managing agent. Accordingly, the Board contracted with Link Association Management (the "Property Manager") effective July 1, 2021, to delegate much of its day-to-day management responsibilities. This agreement remains in effect.

Link Association Management's mailing address is mysupport@linkapm.com.

The Property Manager's designee in charge of the Association is Leah Solis. Any inquiries or issues that cannot be answered by Link's My Support team will be forwarded to Leah for follow up. The My Support phone number is 614) 686-7775 and the email is mysupport@linkapm.com. Emergency contact information is listed above.

Appfolio System

The Property Manager hosts an online portal called "Appfolio" for the benefit of the Association members through its website (link:linkapm.appfolio.com) If you do not have access to Appfolio, please contact the Property Manager's designee to get set-up. Some key functions of the Appfolio System include:

- Ability to pay Association dues online.
- Ability to adjust communication preferences.
- Ability to see Association dues charged, and amounts paid.
- Ability to submit a maintenance request.
- Ability to view certain key Association documents, including this Handbook.

III. Responsibilities

Unit Owner Responsibilities

General Responsibilities

Article IX, Section 2 of the Declaration defines a Unit Owner's responsibilities as follows: "Each Unit Owner shall repair and maintain the Unit or Units,[8] and all components thereof, owned by that Unit Owner, improvements made by that Unit Owner, and all landscaping, lawns, shrubs and trees located within the Limited Common Elements[9] appurtenant to that Owner's Unit, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefore, and the HVAC system for the Unit, provided that with respect to HVAC systems located outside of the physical boundary of a Unit, repairs to the HVAC system may only be performed by licensed and bonded technicians approved by the Board."

Certain Restrictions

Unit Owners and occupants should be particularly aware of the restrictions on the use of property as set forth in Article III, Section 2 of the Declaration.

Association Dues

All Association dues should be sent to:

Link Association Management
c/o One Neighborhood Condominium Association
5000 Arlington Centre Boulevard
Suite 6300
Upper Arlington, Ohio 43220.

Alternatively, you can pay your Association dues online through the Appfolio system.

Correspondence other than Association dues should be directed to the Property Manager's service team. For a prompt response, you are advised to contact the team at mysupport@linkapm.com or call 614-686-7775.

Insurance

The Association carries insurance to cover certain types of losses to your unit, even if you, as a Unit Owner, have other insurance that covers the same loss (please see Article XI of the Declaration for more information). If you suffer an insured loss, the Association's insurer will first evaluate whether your loss is covered under the Association's policy.

If your loss is covered under the Association's policy, the Board will determine whether or not to make a claim on its policy. If the Board determines to make a claim (which could have the effect of increasing the

[8] See definition in Glossary.
[9] See definition in Glossary.

Association's annual premium), then the Association must fund the lesser of the total amount of the claim or the deductible.

Note, however, that a loss to your unit that is covered by the Association's policy does not necessarily mean that the affected Unit Owner(s) are without financial responsibility. Article XV, Section 3(c) of the Association's Declaration allows for the Association to "chargeback" an amount up to the deductible paid, split between affected Unit Owners. In other words, the deductible paid by the Association will be assessed against the Unit Owner(s) whose units were affected or paid to the Association through the Unit Owner(s) insurance policy. This is commonly referred to in the insurance industry as "loss assessment" coverage.

The Board urges all Unit Owners to discuss with their insurance agents (1) the payment and distribution of insurance deductible amounts when a claim is filed on the Association's casualty insurance and (2) the amount of the claim if it exceeds the deductible for such claims. Specifically, it is important to ask whether you have loss assessment coverage, whether it is the appropriate amount under the Association's Declaration and policy, and whether it is enough to cover the entire deductible if only your unit is affected by the loss. This should be done annually.

Please make sure that your insurance carrier knows that in some situations the Association's insurance will not apply, so that it can ensure that you have a policy that fills any gaps in coverage that may exist. For example, the Association's policy has numerous exclusions for certain kinds of losses to your unit caused by things like wear and tear, mechanical breakdown or surface/groundwater intrusion, which are not covered by the Association's policy. Most insurers are able to provide loss assessment coverage at a very small premium. You are advised to get the maximum coverage your insurance provider will allow in order to mitigate any potential out-of-pocket expenses for potential losses.

The Board will defer to its insurance adjuster to make the assessment for all loss claims made through the proper channels. If a Unit Owner suffers a loss and believes it might be covered under the Association's policy, the Unit Owner should contact the property manager as soon as possible.

Electricity

The Unit Owner is responsible for paying for their Unit's electricity and cable/telephone/internet services.

Trash

Residents are required to deposit their waste in the dumpster located at the northwest end of Arman Alley (along Elm Street). The other dumpster location (east of Normandy Avenue) belongs to another association, so please do not use this one, even if it's closer. If you require disposal of large items, please contact the Property Manager to help you arrange something. Please do not deposit large items in the dumpster area. **Please see Rule 3.1-8.**

HVAC

Unit Owners are required to maintain, repair and replace HVAC units as they are considered part of the Unit. Access ladders the HVAC units are located as follows:

1. An access ladder to the roof of the 4th Street building is located in the patio area of 54 N. 4th Street.

2. An access ladder to the roof of the west side of the Park Building is located on the wooden deck of 180 East Gay. Access to the ladder is only accessible through that unit, the single unit garage belonging to 180 East Gay or through a window in 176 East Gay.

3. An access ladder to the roof of the east side of the Park Building is located on the walkway behind 188 East Gay. Access is through gate in Arman Alley.

HVAC units serving the 5th Street Units and the Bishop's Walk I units must be accessed through a contractor-provided lift, crane or ladder.

Fire Suppression System

All Units have fire sprinkler systems installed. Per building code, all sprinkler heads in each of the Units and associated garages must be inspected annually. All owners are required to provide access to their units and garages for the inspections. *See Rule 3.8- Inspection of Sprinkler Heads Within Units.*

Hose Bibs

Any outdoor hose bibs should be shut off and drained during the winter to prevent freezing and bursting of water pipes. The location of the outdoor faucet shutoff valve will vary from unit to unit, but it is usually found in the water line that runs through the exterior wall to the outdoor faucet. After turning the shutoff valve to the closed position, the outdoor faucet should be briefly turned on to drain any water remaining in the water line.

Renting/Leasing Units

No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as less than thirty (30) consecutive days.[10] Additionally, no lease may be of less than an entire Unit.

Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions of the Foundation Documents, and to the rules and regulations duly promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Foundation Documents and lawful rules and regulations shall be a default under the lease.

Prior to the commencement of the term of a lease the Unit Owner shall supply the Property Manager, in writing, with the name or names of the tenant or tenants, and all occupants, the tenant's telephone and email, and the time during which the lease term shall be in effect.

Garages

Garages are also considered Limited Common Elements. Accordingly, Unit Owner are required maintain and conduct housekeeping of their assigned garage in accordance with the Declaration.

Garage Transfers: A garage may be transferred between or among Units by an amendment to the Declaration. If you wish to transfer your garage to another Unit Owner, please follow these procedures:

[10] The Association initiated a complaint for declaratory judgment on the definition of "transient" in the Declaration, in the Common Pleas Court of Franklin County, Ohio (Case 17CV010550) on November 11, 2017. The case was decided on March 7, 2019, stating in relevant part: "The Court hereby (1) finds that 'transient' as used in the Declaration means for less than thirty consecutive days…". Accordingly, this definition for renting of Units has been incorporated into the Association's Rule Handbook.

1. The Owners of the affected Units shall prepare and execute at their expense and amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected Limited Common Elements.

2. The Owners of the affected Units shall submit to the Board of Directors of the Association the amendment, accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units except liens for real estate taxes and assessments not due and payable.

3. At the expense of the Owners of the affected Units, the Unit Association shall record the submitted amendment to the Declaration.

Garage Rentals: Garages may be rented. However, pursuant to Article VI, Section 2(f) of the Declaration, a garage may be rented *only to an occupant of a Unit* (whether Owner or renter), *for not less than a year*. The Unit Owner must first advise the Property Manager, in writing, of the occupant's name and contact information.

Patios, Stoops, Porticos & Balconies

Patios, Stoops, Porticos and Balconies are considered Limited Common Elements. Accordingly, Unit Owners are required to maintain all landscaping, lawns, shrubs and trees located within the Limited Common Elements appurtenant to that Owner's Unit and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that Owner's Unit. Major repairs are the responsibility of the Association.

Please note in addition that Article III, Section 2(b) of the Declaration stipulates, among other things, the Board retains sole architectural control of all limited common elements, and it is the responsibility of each Unit Owner to obtain approval from the Board prior to altering a limited common element.

Satellite Dishes

No satellite dish may be installed anywhere without the prior written approval of the Board, as these are considered alterations of the Common Elements, and may cause damage where they penetrate the roof or siding, etc.

Association Responsibilities

General Responsibilities

Article IX, Section 1 of the Declaration defines the Association's responsibilities as follows: "the Association, to the extent and at such times as the Board … determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements,[11] including the Limited Common Elements (other than trees, shrubs, lawns and landscaping located within Limited Common Elements), and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, landscaping, lawns, shrubs and trees (other than those located within Limited Common Elements), walkways, drives, parking areas, exterior lighting, fence(s), fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, and that do not constitute part of a Unit, provided that the

[11] See definition in Glossary.

Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof."

Inspection of Association Documents

As members of the Association, all Unit Owners have the right to review and receive copies of the Association's books and records. That right, however, is not absolute. The Association has the right, under both the Bylaws and Ohio Revised Code Section 5311.091(A), to withhold certain documents from inspection and create reasonable standards regarding inspection of its books and records, including standards governing the types of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. The Board, under this authority, adopted Resolution 2019-0501 which outlines our Document Inspection Policy, including costs associated with a document request. Please visit the Appfolio system (Shared Documents > Governing Documents) to read in full and if necessary, obtain the document request form.

Roofing

The Association is responsible for maintaining, repairing and replacing the roofs for each building in the Association. As preventive maintenance, the Board has set up annual roof inspections with a preferred contractor who will repair items as they are discovered if they are under a certain dollar threshold.

Utility Expenses

The Association is responsible to pay for certain utilities including trash removal, gas, water and sewer (serving the Units, Common Elements, and Limited Common elements) and electric (serving only the Common Elements and Limited Common Elements).

Fire Suppression Systems

The Association maintains and inspects the fire suppression and monitoring systems.

Landscaping

There are only two small, landscaped areas that are the Association's responsibility.[12] The first is located between Arman Alley (on the west) and 5th Street (on the east), and between the north side of the Gay Street sidewalk and the building. The second is located between 5th Street (on the west) and Normandy Avenue (on the east), and between the north side of the Gay Street sidewalk and the fences and gates. The map below indicates a rough location of these areas.

[12] The remainder of landscaping surrounding the Association is Community Authority responsibility.


Bishops Walk Section
5th Street Section
E Gay St
Midland Garage

IV. Rules & Regulations

Generally

In addition to the Declaration and Bylaws, the Board may adopt and enforce reasonable rules and regulations governing the use of the Common Elements, Limited Common Elements and the conduct of the Unit Owners, Residents and Guests as it deems necessary to promote harmony, to serve the best interests of the Unit Owners, to protect and preserve the nature of the Association. All rules and procedures set forth in this section must be followed by all Unit Owners, Occupants, Tenants and Guests of Owners, Tenants or Occupants. Unit Owners will be responsible for any violations of the rules by a Tenant, hired employee or guest. The Board has the legal authority to issue fines for rule violations after following the proper statutory procedures contained in Ohio law regarding enforcement of assessments (fines).

In the event a rule, or portion thereof, described below contradicts any of the Foundation Documents, or a duly adopted resolution of the Board, then the relevant section(s) of the rule will be subservient to either or both of the Foundation Documents or a duly adopted resolution of the Board.

Rule 1.0 – Common Areas

Rule 1.0-1

No common area shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees.

Rule 1.0-2

Use of common areas shall not be obstructed by any Unit Owner and no Unit Owner may hinder or encroach upon the lawful rights of other Unit Owners to common areas.

Rule 1.0-3

Common areas should be left clear and unobstructed. Personal property stored or left in any portion of the common areas is left at the sole risk of the owner of such property. Security or local authorities shall remove unmarked boxes or any unidentified containers. Residents shall not block the walkways at the rear of the garden units that provide access to the garages, alleys and public streets.

Rule 1.0-4

A Unit Owner shall be responsible for any damage to the common areas of the property caused by the act or negligence of a Unit Owner, or his/her tenant, agent, guest or pet.

Rule 1.0-5

Residents are responsible for cleaning up and disposing of waste from their pets in a clean, sanitary manner. Residents shall not permit pet waste on common areas, steps, or walkways. Residents shall not allow pet waste to damage landscaping, flowers, shrubs, or grass in the common areas of the Condominium Property or in property owned by One Neighborhood Community Authority. Residents are responsible for all damage caused by their pets to condominium property.

Rule 1.0-6

Residents shall not block any garage doors with unoccupied vehicles or delivery trucks.

Rule 2.0 – Limited Common Areas

Rule 2.0-1

Unit Owners are not permitted to make improvements to balconies, patios and porches without prior approval of the Board. Unit Owners or residents are not permitted to change the appearance of balconies, patios and porches that may be visible from outside the building. This limitation would include changes in paint colors, lighting and patio materials. Residents are not permitted to display or hang clothing, sheets, blankets, laundry or other such articles on balconies, patios or in yard areas that may be visible from outside the building. Balconies, patios and porches may not be enclosed and may be altered only with the written consent of the Board of Directors.

Rule 2.0-2

All maintenance, repair, restoration and replacement of the basic structure of balconies, patios or porches must be done and performed pursuant to authorization given by the Board, and the cost shall be common expense.

Rule 2.0-3

Residents may place and maintain outdoor furniture and decorative foliage of a customary nature and appearance on the balconies, patios or porches. However, the Association assumes no responsibility for any damage or loss of contents on balconies, patios or porches.

Rule 2.0-4

Residents are not permitted to drop anything from the balconies, patios or porches including cigarettes, liquid or solid matter that may damage the areas below. Any damage resulting from fallen objects will be the responsibility of the owner of the unit from which it fell.

Rule 2.1 – Heating, Cooling, Electrical and Plumbing Systems

Rule 2.1-1

Heating and cooling systems for units are owned by and the sole responsibility of the Unit Owner. Each Unit Owner, as part of the regular maintenance, should have the condensing units inspected no less than annually, and should ensure that the heating and cooling system is in compliance with all manufacturer installation and operation specifications.

Rule 2.1-2

All electrical wiring and equipment forming a part of a system serving more than one unit or the common areas are owned by the Association and are considered common property. All maintenance, repair, restoration and replacement of the common property electrical system shall be done and performed by the Association, and the cost shall be common expense.

Rule 2.1-3

Electrical equipment and fixtures attached to the common property electrical system for the sole use of a single unit (light fixtures and appliances) are owned by and the sole responsibility of the Unit Owner.

Rule 2.1-4

Plumbing systems, pipes, connections and equipment forming a part of a system serving more than one unit or the common areas are owned by the Association and are considered common property. All maintenance, repair, restoration and replacement of the common property plumbing system shall be done and performed by the Association, and the cost shall be a common expense.

Rule 2.1-5

Plumbing equipment and fixtures attached to the common property plumbing system for the sole use of a single unit (bathroom and kitchen fixtures) are owned by and the sole responsibility of the Unit Owner.

Rule 2.2 – Garages

Rule 2.2-1

A Unit Owner may rent a limited common area parking space only to an occupant of the owner's unit for the use of the occupant or the occupant's guests, and for no other purpose, and for not less than a period of one year unless otherwise approved by the Board.

Rule 2.2-2

A Unit Owner shall not store any flammable oils or fluids, such as gasoline, kerosene, propane, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with the ordinary and permitted use of a garage.

Rule 2.2-3

The assignee (i.e., Unit Owner) of a garage space shall inform the Property Manager of any electric vehicle ("EV") housed in their garage. This rule shall apply when any resident, occupant, tenant of the Unit Owner, or lessee of a Unit Owner's assigned garage uses the Unit Owner's assigned garage space to house an EV.

Rule 2.2-4

All garage spaces housing an EV require a submeter to be installed. If not previously installed, the cost of installing a submeter shall be at the sole cost of the current Unit Owner, charged by the Association as a one-time Special Individual Unit Assessment.

Rule 2.2-5

'All submetered garage assignees will be charged a monthly Special Individual Unit Assessment based on a calculation set forth in section B(2) of the Electric Vehicle Policy Resolution. Please refer to the Appfolio portal for Shared Documents/Governing Documents to review the Resolution.

Rule 2.3 – Roofs

Rule 2.3-1

Residents and their guest are not permitted on the roofs of the condominium property, except in the case of an emergency or to provide qualified contractors access to maintain or repair equipment located on the roof.

Rule 2.4 – Stairs in Limited Common Areas

Rule 2.4-1

Each Unit Owner is required to maintain the stairs for their respective unit free of accumulations of ice, snow, water and debris, including leaves. In the case of shared stairs, the Unit Owners sharing stairs are encouraged to enter into agreements to share maintenance of the shared stairs. In the event of dispute or the failure of the units adjacent to and using the shared stairs to reach an agreement for the maintenance and removal of accumulations of ice, snow, water and debris including leaves, the Board may assume the maintenance of the shared stairs and assess the Unit Owners equally.

Rule 2.5 – Storage in Limited Common Areas

Rule 2.5-1

Limited common areas that are used by more than one unit, such as the walkways at the rear of the garden units that provide access to the garages, alleys and public streets should be left clear and unobstructed. Residents may not block or store personal property in any portion of these limited common areas.

Rule 3.0 - Units

Rule 3.0-1

Each Unit Owner is entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of the unit, and must maintain the interior surfaces in good condition.

Rule 3.0-2

Unit Owners are not permitted to make changes in the windows and doors that are visible from outside the unit unless the change is approved by the Board. Residents may use draperies, curtains or shades on windows, but window coverings must be of a color and material that presents a neutral appearance visible from the outside of the building.

Rule 3.0-3

Interior and exterior surfaces of all windows forming part of a perimeter wall of the unit shall be cleaned and washed at the expense of the Unit Owner.

Rule 3.0-4

The Unit Owner is solely responsible for the repair, maintenance and replacement of any improvements upon the floors (floor covering), ceilings (painting, light fixtures, etc.), and perimeter walls (e.g., painting, wall covering, paneling, draperies, window shades, windows, doors, doorsills, lighting, kitchen and bathroom cabinets).

Rule 3.1 – Unit Use and Occupancy Restrictions

Rule 3.1-1

No unlawful, noxious or offensive activities shall be carried on in any unit, nor shall anything be done which shall constitute a nuisance to other residents.

Rule 3.1-2

A Unit Owner shall not do or allow anything to be done in the unit which may damage the property of others, increase the cost or cause the cancellation of insurance on other units or the common areas. Each Unit Owner is responsible for any damage caused to other units or common areas by the Unit Owner, resident, the Unit Owner's agents, guests, or pets.

Rule 3.1-3

Residents are expected to be reasonably quiet within their units and the limited and common areas and shall not engage in activities that will interfere with the quiet enjoyment of other residents in the community. Stereo and television equipment must be kept at a reasonable volume, particularly between the hours of 11:00 PM and 8:00 AM.

Rule 3.1-4

Machinery, appliances, accessories or equipment that may, in the judgment of the Board, cause unreasonable disturbance to others cannot be operated without the written permission of the Board.

Rule 3.1-5
Repairs, hanging pictures, moving furniture in or out, and other noisy activities are to be performed between the hours of 7:30 AM to 7:00 PM in order to avoid disturbing other residents at night.

Rule 3.1-6
Maintenance of a unit's outside doors and hardware (locks, hinges, etc.) is the responsibility of the Unit Owner. Replacement door and hardware must be of similar colors, finishes and, style.

Rule 3.1-7
Residents are not permitted to leave garbage, including recyclable materials, outside the unit, unless it is stored inside the garage in a strong, sealed container with a lid that cannot be dislodged or removed by animals.

Rule 3.1-8
Residents are responsible for the removal of large items, such as furniture, large cartons, and other bulk items. Items that do not fit into the designated trash and/or recycle containers are not permitted to be left outside the containers. All trash must be securely bagged and disposed of in the designated trash receptacles provided. Trash bags must be tied securely to prevent spills and odors. The trash receptacle area must be kept clean and free of any debris.

Residents are required to break down all cardboard boxes before placing them in the designated trash and/or recycling bins. If a recycling container is provided, only recyclable materials may be placed in the recycling bins consistent with local recycling guidelines.

Residents are encouraged to report any violations of the waste disposal rule to the condominium management office for prompt action. If the Association is required to remove the items at its cost, the Unit Owner may be charged for the cost of removal of the items left by the Unit Owner or the Unit Owner's tenant and may be sanctioned for a violation of this rule.

Notwithstanding the provisions of Rules 4.1, 4.2 and 4.5, the property manager is authorized to assess a Unit Owner immediately for violations of this rule in an amount specified in Rule 4.2-2 (special individual unit assessment) based upon photographic evidence.

Rule 3.2 – Remodeling

Rule 3.2-1
The Association and any management company employed by the Association do not do renovation or remodeling of units. Unit Owners may obtain qualified outside contractors of their own choice. Contractors or workers providing services inside a unit and hired by the Unit Owner must have insurance. A copy of the contractor's insurance certificate and/or workers compensation insurance must be provided, upon request, to the property manager.

Rule 3.2-2
Should plumbing connections require a general building water shutoff, the Unit Owner will be charged a cut-off fee.

Rule 3.2-3
Unit Owners are responsible for hauling away all debris (i.e., plaster, dry wall, cabinets, lights, flooring, etc.) resulting from any remodeling. The condominium's regular trash disposal system may not be used for this purpose.

Rule 3.2-4
Residents are required to allow an inspection of renovation or remodeling in progress on a regular basis by the property manager. There is no charge for the inspection.

Rule 3.2-5
Unit Owners are responsible for any damage to other units, limited common areas or common areas resulting from their remodeling.

Rule 3.2-6
Remodeling work within the unit is permitted only between the hours of 7:30 A.M. to 7:00 P.M., Monday through Saturday. No work is permitted on Sunday.

Rule 3.2-7
The Association is responsible for damage to any unit resulting from remodeling or maintenance of the common areas or limited common areas by the Association.

Rule 3.3 – Unit Maintenance

Rule 3.3-1
Each Unit Owner is responsible to furnish, maintain, repair and replace all appliances, fixtures, furnishings, and equipment within the unit and otherwise maintain the unit in good condition and in good order of repair, at the Unit Owner's expense.

Rule 3.3-2
Residents are expected to notify the property manager immediately in the event of maintenance emergencies, such as plumbing, electrical, heating or cooling problems. If the emergency is the result of a problem in a common area, no charge will be assessed to the Unit Owner. If the emergency is the result of equipment or furnishings belonging to a Unit Owner, a charge may be assessed against the Unit Owner for parts and labor.

Rule 3.3-3
If the Board determines that maintenance, repair or service of any part of a unit is necessary for public health and safety, or in order to prevent damage to or destruction of any other part of the property, the Board may demand that the Unit Owner perform such service. If the Unit Owner fails to comply within ten (10) days of the demand, the Board may authorize such maintenance, repair or service to be done, and the cost of such maintenance will be assessed to the Unit Owner. If there is an immediate danger to public safety or damage to other property appears imminent, the ten-day notice will be waived.

Rule 3.3-4
Each unit is subject to the right of access by persons so authorized by the Board for the purpose of maintenance, repair or service of any limited common area or common area located within its boundaries or any portion of the unit itself, or for the purpose of preventing damage or destruction to other units, limited common areas or common areas. Unit Owners or residents will be given a minimum notice of 24

hours before persons access the unit. In the event of an emergency, reasonable attempts to notify the Unit Owner or resident will be made prior to entry.

Rule 3.3-5

If any damage shall be caused to the common areas, limited common areas or units owned by others due to: (1) the act or neglect of a Unit Owner, his/her agent, tenant, guest or pet, or (2) lack of access to the unit by the maintenance staff of the property manager, the Unit Owner shall pay for such damage, maintenance, repair or replacement, as may be determined by the Board. The owner of a vacant unit may be considered negligent, unless the Unit Owner makes arrangements for a periodic inspection of the vacant unit to assure that all equipment and fixtures are functioning properly and present no imminent danger to other units or common areas.

Rule 3.4 – Pets

Rule 3.4-1

All household domestic pets living in a unit must be licensed and vaccinated, if required by law. The owner of the pet is responsible for any damage caused by the pet. The Board of Directors has the authority to terminate a Unit Owner's or Occupant's right to maintain a pet in a unit if the presence of the pet constitutes a nuisance or has a detrimental effect on the condominium property or other units and occupants.

Rule 3.5 – Outdoor Cooking Devices

Rule 3.5-1

Gas, charcoal and electric grills are permitted within the Condominium property subject to the following requirements: 1) the grills must be attended by an adult at all times during operation, 2) a portable fire extinguisher must available at the cooking site, 3) any non-structural combustible material is removed from the cooking site, and 4) LP- gas grills have an LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454kg) LP-gas capacity]. Residents are subject to applicable insurance requirements, state and local laws and fire regulations.

Rule 3.6 – Lease of Unit

Rule 3.6-1

All leases shall comply with the restrictions contained in the Declaration and Bylaws of the Condominium and shall include a provision that tenants, and occupants must comply with all provision of the Declaration and Bylaws of the Condominium, Rules and Regulations and Ohio law. The Unit Owner is responsible for providing tenants with a copy of the Declaration and Bylaws and the Rules and Regulations for the One Neighborhood community. Any tenant in violation of these rules and any restriction contained in the Declaration and Bylaw may be evicted by the Association for non- compliance. Additionally, the Unit Owner may be assessed a fine. The Unit Owner executing a lease shall not be relieved of any obligation under the Declaration and Bylaws and all Rules and Regulations of the Board.

Rule 3.6-2

Before the commencement of the lease term, a Unit Owner must provide to the Board in writing (1) the names and contact information for all tenants and occupants, (2) the term of the lease, and (3) proof that the lease is subject to the Declaration and Bylaws of the Condominium and these Rules and Regulations.

Rule 3.6-3

Unit Owners who lease their units are responsible for all monthly assessments, supplemental assessments, maintenance invoices, and other applicable fees.

Rule 3.6-4
Unit Owners are prohibited from leasing their units for less than thirty (30) consecutive days.

Rule 3.7 – Insurance and Apportionment of Deductible

Rule 3.7-1
If the unit is not the Unit Owner's primary residence, the Unit Owner must provide the property manager with (1) the home address of the Unit Owner; (2) the home and business (or cell) phone numbers of the Unit Owner; (3) the business and home phone numbers of the tenants or other occupants of the unit; (4) and the name, phone number and address for the management company, if any, acting on behalf of the Unit Owner for the leased unit. This information must be provided to the property manager no later than thirty (30) days after it is initially requested.

Rule 3.7-2
The Association assumes responsibility for any damage to the common areas and limited common areas of the building unless such damage is caused by the negligence of a resident or any other person or organization. The Board carries appropriate insurance to cover the Association's liability, but damage caused by the negligence of others will be the responsibility of the person(s) who cause the damage.

Rule 3.7-3
Unit Owners are responsible for any damage or loss to their units, improvements to and contents of their units, improvements to and contents of limited common areas to which they have exclusive use, and personal property stored elsewhere on the property. The Association assumes no responsibility for these damages unless it is caused by negligence of the Board, its contractors or employees. Unit Owners and tenants are responsible to purchase and maintain appropriate insurance to cover any potential damage to their units, improvements, contents of their units, contents of their limited common areas serving their units, and personal property stored anywhere on the property.

Rule 3.7-4
Unit Owners are responsible for damage to other units, limited common areas and common areas if it is caused by the negligence of the Unit Owner, resident, agent, guest or pet. Owners and residents are urged to carry appropriate insurance to cover their liability for such damage or loss.

Rule 3.8 – Inspection of Sprinkler Heads Within Unit

Rule 3.8-0

All Capitalized terms in this rule have the meaning accorded to them in Board Resolution 2020-0501, which can be reviewed by all unit owners on the Appfolio System in Shared Document>Governing Documents. All unit owners are strongly encouraged to review this resolution for the Association's comprehensive sprinkler head inspection policy.

Rule 3.8-1

The Required Inspection of the Association's fire suppression system must include the sprinkler heads located in individual units and associated garages. In order to reduce the cost to the Association and ensure the comprehensiveness of the Required Inspection, unit owners are required to provide access to

their units and associated garages to the inspection company on the Scheduled Date. Unit owners must comply with all notices and requests of the property manager to provide access.

Rule 3.8-2

In the event a sprinkler head fails to pass the required inspection and repairs to it are necessary, the Association will take action to have the sprinkler head repaired (considered part of the Unit) and, unless the repaired element can be clearly delineated as a common element, the costs incurred will be assessed to the unit owner.

Rule 3.8-3

If a unit owner, or their tenant, is unwilling or unable to provide access to their unit and any associated garage for the Required Inspection on the Scheduled Date, the unit owner may be subject to a $250.00 fine, or an amount the Board may establish later for such non-compliance. To the extent that scheduling is impossible for the Scheduled Date, a unit owner may submit a written request to the property manager prior to the Scheduled Date to delay their unit's inspection until the next quarterly sprinkler main inspection.

Rule 4.0 – Rule Enforcement Procedures

Rule 4.0-1

Any One Neighborhood resident may file a complaint citing a violation of these rules and regulations. The complaint may be filed with any Board member.

Rule 4.0-2

Any Board member who receives a complaint may require a written statement of the facts of a complaint before taking action. However, this rule does not require that all complaints be in written form.

Rule 4.1 – Authorized Enforcement Activities

Rule 4.1-1

The following authorized enforcement activities are available to the Board to enforce these rules and regulations:

A. Verbal reminder, informal reminder notice, violation notice (copied to Unit Owner for rental units) warning letter (copied to the Unit Owner for rental units), enforcement assessment (imposed against the unit).

B. Any other lawful means available under the condominium Declaration, By laws, Rules and Regulations of the Board, and provisions of the Ohio Revised Code.

C. Any other lawful conduct done in a civil and reasonable manner, including observing, photographing, and video recording any person or vehicle involved in a rules violation in order to document the actions or identify of such person or vehicle for enforcement purposes.

Rule 4.2 – Special Individual Unit Assessments

Rule 4.2-1

Enforcement assessments are imposed by a majority vote of the Board based on available evidence and are certified for assessment by an action of the Board (which may be taken in Executive Session), which

shall be served on the Unit Owner by the Property Manager within ten (10) days of the date of the imposition. The Board shall give the Unit Owner or Owners written notice of the proposed Assessment that includes:

A. a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the damaged property and/or the violation of the restriction, rule or regulation allegedly violated;

B. the amount of the proposed Special Individual Unit Assessment;

C. a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and

D. in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, personally to the Occupant of that Owner's Unit, by certified mail, return receipt requested, or by regular mail.

Rule 4.2.2
The following maximums apply:

First enforcement assessment $50.00
Second enforcement assessment $100.00
Third enforcement assessment..... $150.00

After the third enforcement assessment, each subsequent enforcement assessment will increase by $50 (e.g. $200.00 for the fourth assessment, $250.00 for the fifth assessment, etc.). Insurance deductible assessments will be the amount based on the Unit Owner's allocated amount of the Association's insurance deductible.

Rule 4.2-3
Enforcement assessments will be counted as follows:

A. First enforcement assessment means the first enforcement assessment imposed provided in Rule 4.2.2. Second and third enforcement assessments mean the second or third, respectively enforcement assessments imposed provided in Rule 4.2.2 for a repeat violation of the same rule or of the same section of rules.

B. The enforcement assessment count for a unit will be set to zero when all occupants of a unit move from the unit.

C. For the purposes of determining delinquencies, no distinction will be made between condominium and any other assessments.

Rule 4.3 – Hearings before the Board

Rule 4.3-1

Hearings before the Board may be requested by any Unit Owner under the following non-exclusive circumstances, or as otherwise specifically provided for in the Association's Declaration and Bylaws, of Ohio Statute:

A. To contest a fee or charge for rule violations;

B. To contest an enforcement assessment;

C. To contest a Special Unit Assessment.

All hearing requests must be made in writing and sent to the Property Manager via email or USPS and should state the nature of complaint and any other factors that will help the Board understand the circumstances around the complaint.

The Board endeavors to conduct all hearings in Executive Session at the end of one of its regularly scheduled meeting. However, if the date or time is not feasible for a requestor, then the Property Manager will coordinate a mutually agreeable date and time for the requestor and the Board to conduct the hearing.

The Board will not render a decision at the hearing. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.

Rule 4.4 – Obstruction of Enforcement

Rule 4.4-1

A One Neighborhood Condominium Unit Owner, resident or guest shall not obstruct enforcement of the condominium rules and regulations by any member of the Board or by its authorized agent. When directed at any member of the Board or its authorized agent in connection with enforcement activity, actions obstructing enforcement include, without limitation, threats, telephone or email harassment, physical confrontation, assault, or damage to another's property, all without respect to whether or not such actions constitute criminal activity. False reports to police concerning authorized enforcement activities shall constitute obstruction of enforcement, if the Board determines at a hearing that such reports were malicious in nature and knowingly false.

Rule 4.4-2

If the Board determines a Unit Owner, resident, or guest has engaged in an action obstructing enforcement, the Board may, as appropriate under the circumstances, impose a $250 enforcement assessment against the appropriate unit or evict the tenant(s) of the appropriate unit.

Rule 4.5 – Rights of Unit Owners and Residents

Rule 4.5-1

Damage assessments. The Board shall not assess a fine for a violation or a charge for damages unless the Board has complied with the following procedures:

A. For violations of such a nature that they will continue until the violator takes some action to cure the violation, and for all cases involving damage assessment, a written notice to cure must be served upon the resident (and Unit Owner if a rental unit). Such notice shall afford the resident or Unit Owner a reasonable time to cure the violation (or to cause a tenant to do so) or to remediate the damages;

B. A description of the property damage or violation;

C. The dollar amount of the proposed charge or assessment;

D. A notice of the right to a hearing and a form to request a hearing.

Rule 4.6 – Evictions (Rental Units only)

Rule 4.6-1

When an eviction proceeding is authorized under the provisions of the condominium rules and regulations, the Declaration, or Ohio law, the Board shall provide the Unit Owner with at least 10 days written notice of the proposed eviction action. The costs of an eviction proceeding, including reasonable attorney fees, shall constitute a special assessment against the unit.

Rule 4.7 – Reasonable accommodation and reasonable modification

Rule 4.7-1

The Association is committed to complying with all federal, state and local fair housing laws and ordinances. It is the policy of the Association to provide reasonable accommodations in rules, policies, and procedures to Unit Owners and residents with disabilities, and to permit owners and residents to make reasonable modifications upon request, with the provision of appropriate documentation of the need for the accommodations or modifications.

Rule 4.7-2

A Unit Owner or resident may submit a written request for a reasonable accommodation or modification in rules or policies to the Board of Directors, One Neighborhood Condominium Association, c/o Link Association Management at 5000 Arlington Centre Boulevard, Suite 6300, Upper Arlington, Ohio 43220. The Board may request that the Unit Owner or resident provide a written verification from a health care provider that the Unit Owner or resident has a disability and need the requested accommodation or modification.

Rule 5.0 – Association Dues and Assessments

Rule 5.0-1

Monthly assessments are due on the first (1st) of each month. Monthly assessments are considered late if not received within ten (10) days of the due date. An administrative late fee of $25.00 per month shall be assessed for any late payment or any unpaid assessment due the association.

Rule 5.0-2

The association's attorney shall send a demand letter to any owner who is more than (thirty) 30 days in arrears, with the costs of the letter to be added to the owner's account. The association's attorney shall prepare and file a lien against any owner that is delinquent more than sixty (60) days. The association's attorney shall file a lien release upon full payment of any past due balance owed if a lien has been filed for an unpaid balance.

Rule 5.0-3

The association's attorney shall prepare and file foreclosure, with the Board's authorization, against any owner that is delinquent in the payment of assessments and related charges by more than ninety (90) days, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs. The association's attorney shall file an Answer and Cross-claim, with the Board's authorization in any foreclosure initiated by the owner's lender or another lien holder. The association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs. At the direction of the Board, the association's attorney shall file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division).

Rule 5.0-4

All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the association.

Rule 6.0 – Board of Directors

Rule 6.0-1

The Board of Directors of the Association consists of six (6) Association members elected by the membership of the Association. The Board shall select officers at the first meeting after the Annual Meeting and the officers shall serve a term of one year. The officers are President, Secretary and Treasurer.

Rule 6.0-2

In the event of a vacancy during the term of a Board member, the Board may appoint a Unit Owner to serve for the remainder of the term.

Rule 6.0-3

In the event of a vacancy in the office of President, the Secretary of the Board shall act as Interim President until a President is elected at the next Board meeting. In the event of a vacancy in the office of Secretary or Treasurer, a new officer will be elected at the next Board Meeting.

Rule 6.1 – Reserve Study

Rule 6.1-1

In order to accurately assess association fees for each Unit Owner, the Board shall commission a reserve fund study within two, but no later than three years from the date of the most recent study. The study must be conducted by an engineering firm and comply with industry standards for such studies.

Glossary

Elements of the Condominium

Units

Article V, Section 2 of the Declaration defines the composition of a Unit as "bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor". Other key elements that are part of a Unit include:[13]

1. decorated surfaces applied to ceilings, floors, and perimeter walls, including the drywall;

2. the finished walls, ceilings and floors themselves, but not the building's supporting elements;

3. all windows, skylights, screens and doors, and the frames, sashes and jambs, and the hardware therefor;

4. all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

5. all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service only the Unit or the fixtures located therein; and,

6. the attic space or storage space above the living area of a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access.

Common Elements

Article VI, Section 1 of the Declaration defines Common Elements as: "All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements."

Limited Common Elements

Article VI, Section 2(a) of the Declaration describes Limited Common Elements as: "Those portions of the Common Elements that … consist of patios, balconies, yard areas, and enclosed parking spaces." Additionally, definition 17 of the Declaration states: "'Limited Common Elements' means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board." Generally, no limited common elements may be transferred to another Unit, except parking spaces. See below for processing of transferring (or reallocating) a parking space from one Unit to another Unit.

[13] Please refer to Article V, Section 2 of the Declaration for a full description of included and excluded elements.