NEW ALBANY
Park

COMMUNITY GUIDELINES HANDBOOK

EFFECTIVE APRIL 1, 2022



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Change Log

DATE	DESCRIPTION
Prior to 8/1/2020	All revisions on file with Association
8/26/2020	Handbook Revision Adopted by Board
9/15/2021	Rental Percentage Amended from 15% to 10%
10/5/2021	Various Amendments: • ATV Usage • Holiday Decor • Garage Doors • Landscape Lights • Document Inspection Policy • Smoking/Vaping in Amenity Areas • Clarify Maintenance Matrix • Amend Camera Requirements
2/16/2022	Amend flag policy to allow for pole mounted flags on porticos and front loading garages.



Article I. Message from the Board of Directors

Dear Resident,

On behalf of the Board of Directors of New Albany Park Condominium Association, Lifestyle Communities, and all Unit Owners, we would like to take this opportunity to welcome you home and share with you the community guidelines and standards.

This is a premier condominium community. All common elements are shared amongst all Unit Owners and therefore we must take care of and respect all areas of the community. Each resident's compliance with the rules and regulations outlined in this Handbook is important to the overall beauty and uniformity of our community.

Respectfully,
New Albany Park Board of Directors



Article II. Definitions

“Annual Meetings”

“Regular annual meetings of the Unit Owners are held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time, to time, by the Board, provided that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.”

“Architectural Review Request”

“Means the process in which a Unit Owner must complete in order to modify the exterior of their Common or Limited Common Element.”

“Condominium Property”

“Means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.”

“Association” and “New Albany Park Condominium Association”

“Means the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.”

“Board” and “Board of Directors”

“Means those persons who, as a group, serve as the board of directors of the Condominium Association and are also one and the same as the board of directors of the Condominium established for the Condominium under the Condominium Act.”

“Bylaws”

“Means the bylaws of the Condominium Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Condominium Association under and pursuant to the provisions of Chapter 1702.”

“Common Element”

“Means all of the Condominium Property, except that portion described in the Condominium Declaration as constituting a Unit or Units and is that portion of the Condominium Property constituting “Common Elements” of the Condominium under the Condominium Act.”



“Condominium Act”

“Means the statutory law of the State of Ohio regulating the creation and operation of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.”

“Condominium and New Albany Park Condominium”

“Means the condominium regime for the Condominium Property created under and pursuant to the Condominium Act and under which each Unit Owner has an individual ownership interest in a Unit with the right to exclusive possession of that Unit and an undivided interest with the other Unit Owners in the Common Element of the Condominium Property.”

“Condominium Declaration”

“Means the instrument, by which the Condominium Property is hereby submitted to the Condominium Act...”

“Limited Common Element”

“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 the Condominium Declaration, or by the Board, and is that portion of the Condominium Property constitution “Limited Common Elements” of the Condominium under the Condominium Act.”

“Resident” and “Residents”

“Means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner.”

“Unit Owner” and “Unit Owners”

“Means that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.”

“Unit” and “Units”

“Means that portion or portions of the Condominium Property described as a Unit or Units in the Condominium Declaration and is that portion of the Condominium constituting a “Residential Unit” or “Residential Units” of the Condominium Under the Condominium Act.”

Article III. Purpose

By law, all condominium communities must have an Association of its owners to provide the services necessary for safety, general property maintenance, and long-term obligations. The monthly assessments provide the funds to pay for these services, and to save for major future expenses such as roofing, painting, tree replacements, and street repair. The Association elects a Board of Directors, which is responsible for administering the condominium. The Board has established rules for the welfare and harmony of all Residents, as well as for the protection of the community. It is the duty of each owner or tenant to become familiar with the rules and ensure compliance by all members of the household, including guests.

This handbook is a reference guide that was prepared by the Management Company, then reviewed and approved by the Board of Directors to serve as a source of general information about the community, the rules and regulations by which owners shall live, and its governing Association. This is not a substitute for the Condominium Documents: Bylaws, Declaration, and Articles of Incorporation. Questions about the Association and its activities should be directed to the Board through the Association's Management Company.

All revisions of the Handbook will be retained by the Management Company; copies will be available by request.

Article IV. Property Management Company

The Management Company retained by the Board is:

Lifestyle Property Management, Ltd. ("LC")
230 West Street
Suite 200
Columbus, Ohio 43215

Office: 614.918.2100
Text: 228.284.0509
Fax: 614.918.2168
Email: mysupport@lifestylecommunities.com
Portal: portal.lcassociations.com



Article V. Important Procedures

Section 5.01 Emergency

In the event of a life-threatening emergency, please dial 911. If a situation does not require emergency personnel, please call the Columbus Non-Emergency police line at 614.645.4545.

In the event of a maintenance emergency, please call the Management Company and listen for the appropriate prompts. You will be connected to an on-call answering center that will assist you. A member of management and/or maintenance will be contacted regarding your request. In the event of non-emergency, please do not utilize this service. Please call or email the Management Company during regular business hours.

(a) Emergency Maintenance

Examples of Emergency Maintenance for your condominium include: Plumbing that affects more than one-Unit, major water intrusion, sewer backup that affects more than one-Unit, frozen pipes, and security related problems affecting more than one Unit. Please note that these situations are not intended to be all inclusive. If there is any situation that you are unsure of, please contact the Management Company for further assistance.

Section 5.02 Non-Emergency

For non-emergency work orders, a request should be placed with the Management Company for repair. You may submit the request online by visiting the Association's website and logging into the online portal maintained by the Management Company, or by emailing the Management Company. Please refer to the Maintenance Responsibility Matrix for items that would be the Association's responsibility to repair.

For the best experience, Unit Owners may download the "Online Portal by AppFolio" app from Google Play or the App Store. Please note this is a third-party application that is maintained by the Management Company. Please contact the Management Company for assistance.



Article VI. The Association

Section 6.01 Corporation for Non-Profit

The Unit Owners Association is a corporation for non-profit which is governed under Chapter 1702 of the Ohio Revised Code. Each year a budget is created and adopted which calls for expenses of the year, and the monthly assessments are income designed to off-set the expenses.

Section 6.02 Annual Meeting

The Annual Meeting of the Association membership will be called, in the first calendar quarter of each year, with a minimum of five days advance notice. Notification of the Annual Meeting will be sent to all Unit Owners via email and U.S. Mail. Special meetings of the Association may be called as warranted and pursuant to the directions in the bylaws.

Section 6.03 Board of Directors

The Board of Directors has the authority pursuant to the bylaws, for the operation and management of the Association's business affairs and management of the common elements. The Board of Directors consists of six (6) Unit-owners of the New Albany Park Condominium, each elected by fellow owners at the Annual Meeting during the first quarter of each year. Each Director is elected to a three-year term. If an elected Director resigns, the board may appoint a Director to fill the vacant position until the next annual meeting. For more specific information, please consult the Bylaws of the Association.

(a) Board Meetings Frequency

The Board meets as necessary, typically monthly, but in no event less than quarterly, to review the Association’s finances and operations. Any Unit Owner may be placed on the agenda, with Board approval, for the next Board meeting by contacting the Management Company in writing at least two weeks prior to the meeting and providing the topic to be discussed.

(b) Board Meeting Conduction

Board members will conduct meetings, by topic, for discussion amongst its members. There is no requirement that board meetings be open to the Unit Owners but during any open portion of a board meeting, Unit Owners who wish to speak on a specific topic will be recognized, upon completion of discussion, and given the opportunity to comment. The number of Unit Owners permitted who wish to speak on a specific topic will be determined by the Board and as time allows. Unit Owners who are not able to speak on a specific topic can submit their comments and



suggestions in writing to the Management Company on behalf of the Board. The Unit Owners will be notified of the Board decision by the Management Company within forty-eight (48) hours after the meeting.

As needed for confidentiality, the Board will go into an executive session, at which point the attending Unit Owners will be requested to leave the meeting. The Board will then again discuss topics, in executive session, and a vote will be taken.

(c) Contacting the Board

Should a Unit Owner or Resident need to contact the Board, this should be done so by contacting the Management Company.

Section 6.04 Committees

Committees may be formed by the Board to assist in the management of community activities and affairs as well as to facilitate community participation.

Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. Neither chairman nor committee members have decision making authority for the Association; they are strictly formed to advise the Board and the Board ultimately makes decisions regarding the matter.

Examples of committees include: Landscaping, Pet Welfare, and Social. To volunteer for a committee, please mail or e-mail your contact information to the Management Company indicating the committee of interest.



Article VII. Financial Matters

Section 7.01 Dues

Monthly assessments are payable to New Albany Park Condominium Association on the first of each month.

(a) Payment Options

Unit Owners can make direct debit and credit/debit card transactions through the online portal. Regular recurring payment may also be set up by activating your online portal maintained by the Management Company. For information on how to activate your portal, please contact the Management Company.

For bank bill payment services, and personal check payments, please contact the Management Company for your lockbox ID. Payments mailed directly to the Management Company's office will not be processed.

Section 7.02 Collection Policy

1. The Association is permitted to charge operating assessments, special assessments, and special individual unit assessments. The operating assessments are paid in equal monthly installments ("monthly installments"). The monthly installments are due on the first (1st) of each month. Monthly installments are considered late if not received within ten (10) days after the due date (the 11th day or after of each month). If a special assessment or special individual unit assessment is levied, the Board will determine the due date and unless stated otherwise, the assessment will be due within ten (10) days of the date notice of the assessment is sent to the Owner(s).

2. An administrative late fee of $25.00 per month shall be assessed for any late payment or any unpaid monthly installment of an assessment due the Association. The Board reserves the right to increase the late fee from time to time. An NSF fee of $30.00 shall be charged to the Owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account.

3. The Association's attorney shall send a demand letter to any Owner who is more than **60** days in arrears, with the costs of the letter to be added to the Owner's account.

4. The Association's attorney shall prepare and file a lien against any Owner who is more than **90** days in arrears. All costs related to the preparation, filing, and recording of the lien will be charged to the Owner's account. The Association's attorney shall file a lien release upon full payment of



any past due balance owed, and all costs related to the preparation, filing, and recording of the lien release will be charged to the Owner, if a lien has been filed for an unpaid balance.

5. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, 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.

6. The Association's attorney shall prepare and file foreclosure, with the Board's authorization, against any Owner that is delinquent in the payment of any assessments and related charges by more **$1,200.00**, 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.

7. The Association's attorney shall file a protective Answer or 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.

8. At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.

9. This collection policy will remain in full force and effect until such time as the Board, in its full and complete discretion, changes the collection policy.

10. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.

11. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.

12. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.

13. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.

14. The Board will suspend the voting rights of any Owner more than **30** days delinquent in the payment of assessments until such time as the account is paid in full.

Article VIII. Enforcement of Governing Documents

Section 8.01 Policy

If policies are violated, the Unit Owner takes the risk of receiving an enforcement assessment. The enforcement assessment schedule is:

1st Letter – Courtesy Notice
2nd Letter – $50.00 enforcement assessment
3rd Letter – $100.00 enforcement assessment

If the matter is not resolved after the 3rd letter, the Association will continue to assess a $100 enforcement assessment for each subsequent violation until the violation is corrected but in no event shall the enforcement assessment be levied more than once every 30 days. Enforcement assessments assessed to a Unit Owner's account are due within 10 days of being assessed. The Board hopes that enforcement assessments will not be necessary, and requests that all owners and Residents be courteous to each other and abide by the rules set forth in this handbook.

Section 8.02 Non-Compliance / Failure to Cure

If a Unit Owner chooses not to comply with notices regarding a rule violation, the Association, through its Management Company, may engage legal counsel to correct the matter. All costs of enforcement, including attorney and paralegal fees and court costs will be the responsibility of the Unit Owner even if the Occupant of the Unit or guests associated with the Unit committed the violation.

Section 8.03 Exceptions

(a) Waste – Compactor / Bulk Pad Area

Please refer to Section 9.18(h).

(b) Pet Policy

Please refer to Section 9.11(e).

Section 8.04 Appeal Process

A Unit Owner who receives a courtesy notice or a notice of an intent to impose an enforcement assessment has the right to request a hearing with the Board of Directors. The following procedures are to be followed by the Board and Owners with respect to enforcement assessments:



1. A written notice of the description of the violation (or property damage), the amount of the proposed charge/assessment, a statement that the Unit Owner has a right to a hearing before the Board to dispute the assessment/charge, a statement informing the Unit Owner how to request a hearing with the board, and a reasonable date (if any) by which the violation must be cured.

2. The Unit Owner must request a hearing IN WRITING no later than 14 days after the date of the written violation notice sent to the Unit owner, and if the Unit owner fails to timely request a hearing in writing, the Unit owner will have waived his or her right to a hearing and the Board will immediately impose the assessment/charge to the Unit owner's account.

3. If a Unit Owner timely requests a hearing with the Board to dispute the assessment/charge, the Board must provide written notice to the Unit Owner of the time, date, and location of the hearing at least 7 days before the hearing.

4. If a hearing is held to dispute the assessment/charge, the Unit owner may provide any information to the Board he or she feels necessary to provide related to the violation and the Board will then provide the Unit owner with a written decision regarding the assessment/charge no later than 30 days after the hearing has been held.

5. **All notices regarding the enforcement policy will be sent by regular or certified U.S. Mail to the home address and/or mailing address of the Unit owner (including the tenants if the Unit is not Owner occupied) with a copy to the email address on file.**

6. The Board has the authority, by a majority vote of the Directors, to revise the amount of the enforcement assessments from time to time.

7. The Board has the right to adjourn a hearing if the Unit owner and/or tenants of the Unit attending a hearing with their respective legal counsel and the Board was not notified of the legal counsel's attendance at the hearing.

8. The Board will only reschedule a hearing one time for any reason with no less than 24-hour prior notice of the cancellation. If there is an additional cancellation of the hearing, the Board will not reschedule a hearing and may immediately levy the assessment.

(a) Suspension of Privileges

The Board has a right to suspend the Unit owner's or tenant's use of the common areas or amenities and suspend the voting rights of the Unit owner for any violation related to the Unit owners' Unit, occupants, or guests, for no more than sixty (60) days from the date.

Article IX. Rules & Regulations

Section 9.01 Ongoing Evaluation

The Board of Directors reserves the right to modify or alter any rule in this handbook. Should a rule be revised, the Association shall provide a 30-day notice to each Unit Owner via email or U.S. Mail and an effective date of enforcement.

Section 9.02 Unit, Common, and Limited Common Elements

Nothing shall be done in any Unit, or to the Common or Limited Common Elements, which may impair the structural integrity of the Unit, or Common or Limited Common Elements.

(a) Unit Uses

No Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping Unit. The Declaration provides for permitted uses of a Unit. Please refer to the Declaration for additional information.

No Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care, or treatment facility.

(b) Common Elements & Limited Common Elements

No Common or Limited Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Residents.

(c) Common Element Water Usage

Please be aware that water spigots on the outside of the Association's buildings, but not located within a Unit's patio area, are not intended for the personal use of Unit Owners or tenants. The Board retains the right to levy enforcement assessments against Units deemed to be inappropriately using water from these spigots.

(i) Exceptions

1) Washing Vehicles – Section 9.08(e)
2) Patio Pressure Washing – Section 9.07(h)
3) Watering Lawn Areas – Section 9.04(b)



(d) Activity on Common Element

There shall be no playing of organized sports anywhere on the Common Elements as it infringes upon the peaceful living environment of your neighbors.

(i) Ponds

Activities such as swimming, fishing, ice skating, and allowing pets to swim in the pond is strictly prohibited. Please observe posted signage at all pond locations.

(e) Damage to Common & Limited Common Elements

Unit Owners are responsible and will be assessed for the maintenance and repair resulting from damage to Common Elements and Limited Common Elements caused by any negligent or intentional act by the Unit Owner, Residents of a Unit, or guest of any Unit Owner or Resident. Damages will be assessed to the Unit Owner pursuant to the enforcement policy in Section 8.01.

Section 9.03 Utilities

(a) Unit Owner Responsibility

Unit Owners are responsible for electric, water, and gas service to their Condominium. The utility providers for New Albany Park Condominium are:

Electric/Water:
Nationwide Energy Partners
877.818.2637
nationwideenergypartners.com

Gas:
Columbia Gas of Ohio
800.282.0157
columbiagasohio.com

The preferred cable and internet provider for the community is WOW. You may purchase service and schedule installation by visiting wowway.com.

Section 9.04 Landscape, Planting, and Personal Decorations

(a) Planting Regulations

(i) Flowers

Residents are permitted to plant annuals outside their Unit without prior approval. All annuals must be removed by November 1st. If a Resident desires to plant perennials, an Architectural Review Request must be submitted to the Management Company for Board approval. Invasive species of plants are not permitted. Unit Owners will be responsible for the maintenance of any perennial plants installed by the Resident of the Unit.

(ii) Trees

The planting of trees is not permitted unless otherwise approved by the Board.

(iii) Personal Hoses

Water hoses may only be stored in the rear Limited Common Element. Under no circumstance should a water hose be stored in the Common Element or visible from the front of the Unit. When storing in the Limited Common Element, hoses must be kept neatly on a reel or rack and are prohibited from being secured to the building. Any damage caused to the Common Element grass will be the Unit Owner's responsibility to repair. The Association may proceed with repairs and add the cost of the repair to the Unit Owner's account after following procedures in Section 8.01.

(iv) Hanging Baskets

Residents may display up to two (2) hanging flower baskets on the porch. To secure, hooks may be installed into the portico of each Unit. No baskets or other containers shall be attached in any way to the handrails on the front or back of the Unit.

(v) Potted Plants

In addition to hanging baskets, Residents may also display up to two (2) potted plants on the front porch. Potted plants may not obstruct walkways or stairs leading up to a Unit.

(vi) Shepherd Hooks

A Resident may display one (1) shepherd hook outside of their Unit in the landscape bed. Trellises and other plant holders are not permitted.

(vii) Failure to Care & Maintain

If a Resident adds annuals or perennials to the landscape bed, it is the Resident's responsibility to maintain. Failure to maintain your landscape bed and/or potted/hanging plant display will result in an enforcement assessment against the Unit Owner and/or the cost of restoring your landscape bed by the Association. It is understood that the Association is not liable for any damage to perennials that are approved to be planted by the Resident.

(b) Watering Lawn Areas

Common Element lawns are maintained by a landscaping company hired by the Association. During the Summer months, Residents are encouraged to help water the grass, trees, and shrubs around their Unit to assist in maintaining the landscaping. This service is not provided by the landscaping company.

(c) Personal Decoration Regulations

(i) Wreaths

Residents may display one (1) wreath on the front door of their Unit.

(ii) Solar Landscape Lights

Solar landscape lights are permitted. Residents may display up to six (6) solar lights and must be black in finish. Please refer to Section 9.12(f)(ii) for details on hardwired landscape lighting. The Association is not liable for any damage to the lights, if installed.

(iii) Torch Lights

The use of open flame torch lights is prohibited. Citronella candles are permitted in the rear Limited Common Element of the Unit.

(iv) Landscape Flags

To maintain the uniformity, landscape flags are not permitted on the front of the Units. Landscape flags may be displayed in the rear Limited Common Element of the Unit.



(v) Wind Chimes

Wind chimes on display in the Common or Limited Common Element is prohibited.

(vi) Decorative Signs & Decals

Decorative signs and decals are prohibited from being displayed. Community involvement signs may be displayed outside of a Unit for up to fourteen (14) days prior to an event and must be removed within seven (7) days after an event. Community involvement includes but is not Limited to: Pelotonia, Graduations, etc. Please consult with Management for approval of other community involvement initiatives.

(vii) Animal Feeders & Houses

Animal feeders including but not Limited to bird feeders and squirrel feeders are prohibited in the Common and Limited Common Elements. Birdhouses are not permitted to be displayed in the Common or Limited Common Elements. Dog houses may only be utilized in the Reserve Unit type, which includes an enclosed courtyard.

(viii) Figurines/Décor

Residents may display up to two (2) outdoor figurines/décor aside from potted plants in the front of the Unit. Items must be intended for outdoor use only. Faux plants and bird baths are not permitted. Excessive décor will result in an enforcement assessment to correct the matter. At no time shall there be personal decorations in the mulch bed.

(ix) Bug Zappers

Bug zappers are prohibited in the Common and Limited Common Elements of the Unit.

(x) Door Mats

Door mats are permitted immediately adjacent to the front door and in the rear Limited Common Element of the Unit.

(xi) Prohibited Items

Décor outside of a Unit that is offensive to residents and disturbing to other residents is prohibited.



(d) Holiday/Seasonal Decorations

Holiday decorations may be displayed fourteen (14) days prior to the holiday and must be removed within seven (7) days of said holiday. The exception to this policy is the period of November 15 to January 15 when Unit Owners may display holiday lights and decorations.

Under no circumstance should holiday decorations/lights be attached to the building in any way that involves drilling into or permeating the structure. Inflatable holiday decorations are not permitted at any time.

Seasonal decorations may be displayed during the following times:

SEASON	TIMEFRAME
Spring	3/19 – 6/19
Summer	6/20 – 9/22
Fall	9/1 – 11/30
Winter	12/1 – 2/28

Section 9.05 Grilling

(i) Fuel Type

Unit Owners are permitted to have propane or electric grills only. Charcoal or wood burning grills are prohibited as it violates fire code.

(ii) Use and Storage

All grills must be used at least ten (10) feet away from any combustible structure (building and/or wood stairs). Grills may only be stored on the Limited Common Element and in no circumstance outside of the front of a Unit.

(iii) Damages

Any damages caused to the Common or Limited Common Elements of the Unit will be remedied by the Association and the cost of the remedy will be the responsibility of the Unit Owner.

Section 9.06 Doors & Windows

(i) Repair, Replacement, and Maintenance

Unit Owners are responsible for the maintenance, repair, and replacement of doors, garage doors, and windows. If a Unit Owner needs to replace a window or door, an Architectural Review Request must be submitted to the Management Company for Board approval.



Any replacement doors and windows must be the same style (door panels, window grids, etc.) as what was installed by the Developer.

(ii) Garage Doors

If a Unit contains a dented garage door, the garage door panel(s) must be replaced within a mutually agreed upon timeline at the Unit Owner's expense.

When the garage is unattended or not in use, garage doors shall be closed at all times. This will maintain an orderly and harmonious appearance in the community and will keep the Resident and Unit secure.

(iii) Door Knocker & Peepholes

The door knocker on the front door of the Unit shall be the same color as the door's hardware. If replacing, the knocker should be of similar style to the one installed by the developer. For peepholes, we recommend the use of door knockers with a peephole, or Ring brand doorbells that affix to your front door that feature a camera, doorbell, and peephole. Please refer to Section 9.12(d) for more details.

(iv) Color Scheme

Unit Owners are expected to maintain the paint of the front door and follow the color scheme as set forth by the Developer. For color formulas, please contact the Management Company. From time to time, the Board may authorize the Association to complete front door painting during the Condominiums phased paint plan to ensure the uniform look of the Community. Unit Owners will be required to paint their front door if deemed unkempt by the Board and Management.

Section 9.07 Visible Areas

Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizen's band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(a) Window Coverings



Residents are expected to maintain all drapes, curtains, or louvered blinds in the visible area in good working order, and neat/clean in appearance. All window coverings must have a white backing. Units whose drapes, curtains, or louvered blinds are not maintained or in good working order, and neat/clean in appearance will be subject to enforcement assessments.

If a Unit Owner wishes to cover the door side windows, acceptable coverings are blinds that match the rest of the Unit or a frosted window film. Window film that has a design is not permitted. For Units that encounter direct sunlight, Unit Owners are permitted to install window tint/film on windows/storm doors so long that the window film does not detract from the exterior appearance of the building.

(b) Suncatchers

Unit Owners may display no more than two (2) suncatchers in the Units windows. The Board of Directors reserves the right to request the removal of any suncatcher that is deemed by the Board to be inappropriate, or of an unreasonable size.

(c) Stained Glass

Stained glass is not permitted to be displayed in windows.

(d) Storage in Front of Unit

To maintain the uniform look of the community, nothing may be stored anywhere on the Common Elements. This includes but is not limited to grills, bicycles, strollers, patio furniture, and trash cans. During the winter months, a shovel and salt container are permitted to be outside of the Unit but must be stored immediately following the winter months.

(e) Storage in Rear of Unit

All Unit Owners are expected to maintain their Limited Common Element to keep it free from clutter and other unsightly items. Under no circumstances should the patio be used for storage of items that are typically housed indoors (i.e. appliances, vehicle parts, etc.)

(f) Exterior Furniture

Exterior furniture is permitted to be placed on the patio area of the Limited Common Element only. All patio furniture must be kept in neat condition and intended for exterior use only.

(g) Playground Equipment



Playground equipment of any type is not permitted on Common Elements or in Limited Common Elements.

(h) Patio & Courtyard Maintenance

All Unit Owners that have a patio or enclosed courtyard are expected to keep the area in a neat and orderly condition. Unit Owners are expected to do regular cleaning and weeding of the area if the patio or courtyard features a mulch bed. If maintenance is not performed as needed, the Association has the authority to perform such maintenance and charge the Unit Owner for the costs of that maintenance.

(i) Window HVAC Units

The only time a window AC Unit or fan is permitted is in the event of HVAC failure. If your HVAC system fails, please submit in writing to Management a request to have the window AC Unit and a timeline that the HVAC system will be repaired. Window AC Units are not a permanent substitute for an operable HVAC system.

(j) Porch Light Color

All porch light bulbs must be soft white in color temperature and range between 2700K to 3000K. Light bulbs that do not meet these criteria are not permitted.

(k) Clothes Lines

The use of clothes lines or utilizing railing for the drying of clothing/textiles is not permitted.

(l) Garage Keypads

All garage door access keypads must be white to blend in with building and be mounted in accordance with the manufacturer. All keypads must be in visually appealing condition and replaced/maintenance accordingly.

Section 9.08 Parking & Vehicles

(a) Registration of Vehicles

Pursuant to Ohio Revised Code 5311.09(A)(2), all vehicles of Residents must be registered with the Association. Please contact the Management Company with any vehicle changes/additions. Unit Owners may also add vehicle information to their account profile on the online portal maintained by the Management Company.

(b) Designated Parking Areas

Parking is allowed in designated parking areas only. All parking spaces are first-come, first-serve, except for Unit types, as outlined in the Declaration and specified below.

The following are designated parking areas: Any of the public parking spaces marked with white parking lines; curbs and asphalt areas not marked with white lines are not considered designated parking areas; Parking in alleyways is not permitted. Residents utilizing handicap parking spaces must have valid identification showing that the driver is authorized to park in these areas.

Per the Declaration, certain styles of Units have one or two car garages and parking immediately adjacent to the garage whether the garage is detached or attached, as follows:

- Reserve II – Detached garage with 2 spaces in garage and 2 spaces immediately outside in front of the garage.
- Brickshire II – B – Attached garage with 1 space and 1 space immediately outside the front of the garage.
- Brickshire III – C – Attached garage with 1 or 2 spaces and depending on whether the garage is a single or 2 car garage, 1 or 2 spaces immediately outside the front of the garage.

No vehicles shall be parked (in or out of the driveway) in a manner that blocks a street, a driveway, or obstructs the view of traffic in any direction for any period of time. Vehicles doing so will be towed immediately and without warning.

The Management Company reserves the right to tow any vehicle at the owner's expense in violation of this policy. Vehicles impeding emergency access to any Unit will be towed immediately and without any warning.

(i) Units with Garages

All parking by Residents shall be in the garage when applicable. No parked vehicles shall block another Residents garage door from entry and exit.

(ii) Units without Garages

If your Unit is not equipped with a garage, all parking by Residents shall be in designated parking areas.

(c) Commercial or Recreational Vehicles

Except as otherwise expressly provided by the community Guidelines Handbook, no commercial vehicle, boat, trailer, camper, all-terrain vehicle or recreational vehicle, shall be parked on any roadway, parking area or unpaved area of the Condominium Property except as in (i)3 below.

A commercial vehicle shall be defined as any vehicle, regardless of size or appearance, that is used primarily for any purpose other than for the personal transportation of a Resident for non-commercial purposes. Any vehicle with visible commercial markings shall be subject to a rebuttable presumption that it is used for primarily commercial purposes.

(i) Exceptions

1) An emergency vehicle (fire, police, etc.).

2) A vehicle operated by a person providing repairs, maintenance, or other services, to a Unit or to any part of the Common Elements, to a Resident or to the Association, or for similar non-social purposes. This vehicle must be parked in a designated parking area.

3) A trailer, camper, or other vehicle for the purpose of loading or unloading the same (36-hour limit within a seven-day period). This vehicle must be parked in a designated parking area

(d) Inoperable Vehicles & Repairs

No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property in a non-operable condition for more than 48 hours. No repairs shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Property, except for repairs requiring only a brief time, not to exceed 24 hours. These repairs should not result in noise or other nuisance that would be unreasonably disturbing to another person and shall not prevent the passage of another vehicle or cause damage to the blacktop area.

(e) Washing Vehicles

If your Unit is equipped with a water spigot, Unit Owners and tenants may wash vehicles outside of the Unit. Please refer to Section 9.02(c)(i) regarding Common Element water usage.

(f) License Required

No vehicle that is not validly licensed for operation on Ohio roads and highways shall be parked or stored on any roadway, parking area or other area of the Condominium Property.

(g) Storage & Unsightly Condition

No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is in a condition that is deemed a nuisance by the Board of Directors. Further, no vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is covered, in whole or in part, by a canvas, plastic, or other protective covering. Nor shall any parts of vehicles (i.e. tires, truck cabs, etc.) be stored anywhere on the outside perimeters of the Units or Common areas.

(h) Towing

The Association retains a towing agreement in the event a vehicle needs to be towed or removed from the Condominium Property. Should the Association engage the towing company, all vehicles will be towed at the owner's expense. The Association will tag the vehicle 24 hours prior to towing with the exception of those instances outlined in 9.08(b) above.

(i) Speed Limit

The community wide speed limit is 15 MPH. Failure to follow the speed limit will result in an enforcement assessment.

(j) Vehicle Noise

Pursuant to Section 4513.221 of the Ohio Revised Code, all vehicles in the community must adhere to applicable noise limits as set forth in this statute.

Section 9.09 Signs

Please refer to Article III, Section 2, Paragraph H of the Declaration for sign specifications.

(a) Exceptions

(i) Decorative Signs

Please refer to Section 9.04(c)(vi).

(ii) Real Estate Signs

One professionally prepared sign may be displayed in the window of the Unit advertising the Unit for sale or rent and may not exceed the size of 9 sq. ft. in size. For sale or for rent signs may not be placed anywhere outside of the Unit. Open house signs are permitted to be displayed the day of the showing only.

(iii) Security Signs

One security sign may be placed in the mulched Common area in front of a Unit. The sign may not exceed 24" tall. In the event a security sign is broken, the Resident must remove or replace within fourteen (14) days of notice. Security window clings are permitted and may be placed in the lower corner of each window.

(iv) Pet Window Clings

One window cling on the first-floor window informing emergency personnel of pets living in the Unit are permitted.

Section 9.10 Noise

Please remember to be courteous to your neighbors and keep stereo, TV, conversation, and animal noise, both in and outside the Units, to a reasonable level. Any noise from a gathering must terminate by 10:00 PM, Sunday through Thursday, and by 12:00 AM on Friday and Saturday. Any noise issues occurring outside of these times shall be sent a violation notice. Please notify the Management Company should this occur.

If a noise incident requires immediate attention, please contact the Columbus Police non-emergency number. Please bear in mind that resolution for this matter is only going to be resolved directly with the offending Resident.

Section 9.11 Pets

(a) Pet Waste

Pet owners are responsible for immediately cleaning up pet waste on the Association's property. Pet owners are responsible for disposing of pet waste in appropriate trash receptacles. Residents may not place or store pet waste receptacles of any kind or bagged pet waste outside of their Unit. Pet owners are also not permitted to use sewers for the disposal of droppings or cat litter.

(b) Leash Requirement

No pet can roam unleashed on the Common Elements of the Association. All pets must be on a leash physically controlled by a person capable of physically controlling the pet at all times. Common Elements include any

green space immediately in front, behind and between Units, and all open green areas around the Condominium Property.

(c) Supervision of Pets

Pets may not be left outside of a Unit unattended. Pets may be tied out provided the animal is in the immediate physical presence of its owner at all times while tied out and that the tie out is secured in the ground, and not on the railing. Tie outs are not permitted to be stored outside when not in use. Pets that are tied out must not be able to reach or obstruct any persons or other animals using a walkway or adjoining Common or Limited-Common Element on the Association's property. No pet can enter any body of water on the Condominium property.

(d) Damage to Common or Limited Common Elements

Any damage caused by a pet to the Common or Limited Common Elements of the Condominium Property will be the responsibility of the Unit Owner to repair or replace. Please refer to Section 9.02(e).

(e) Enforcement Assessment Exception

Failure to clean up pet waste and pets unattended or not on a leash constitutes an egregious infringement on the rights of all Residents of the community. Therefore, the following enforcement assessment policy applies to Pet Policy violations:

1st Letter – Courtesy Warning
2nd Letter – $200.00 Enforcement Assessment

(f) Board Authority to Terminate Right to Maintain a Pet in a Unit

The Declaration provides the Board with the authority to terminate a resident's right to maintain a pet in a Unit if the Board determines the pet is a nuisance. The Board has the authority to terminate a resident's right to maintain a pet in a Unit for repeat offenses to any violation of the pet rules, aggressive behavior from the pet against another pet in the community or person(s), or for any other behaviors pertaining to the pet the Board has deemed a nuisance to other residents in the community.

Section 9.12 Architectural Control

To make any home improvements that change the existing appearance of the exterior of the Unit, the Unit Owner must submit plans in writing to the Management Company, for approval by the Board, before such change begins. The Board must review and approve/disapprove any changes or alterations made to the Unit. Failure to obtain approval can be costly to the



Unit Owner, as violators will be responsible to restore the property to the original appearance.

(a) Doors & Windows

Please refer to Section 9.06(i) regarding door & window replacement.

(b) Storm & Screen Doors

(i) Requirements

All storm doors must be black, with clear, full view glass, with hardware that is nickel in finish. Doors that do not meet these requirements are not permitted. Any design on the glass is not permitted.

(ii) Screens

Storm doors with interchangeable screens are permitted from May 1st to October 1st. All other times, the glass must be installed. Doors that feature full view glass with a retractable screen are preferred if you wish to utilize the screen functionality.

(iii) Grandfather Clause

As of August 1, 2020, storm doors installed prior to the effective date of these guidelines are protected under a grandfather clause. When the Unit is transferred, the storm door is no longer protected under this clause and must be removed at the Unit Owner's expense.

(iv) Maintaining Storm Door

The Unit Owner is responsible for the repair and maintenance of the storm door. At any time that a storm door is not properly latched, and swings open causing damage to the Common or Limited Common Element, the damaged areas will be repaired by the Association at the Unit Owner's expense.

(c) Hot Tubs/Spas

Any hot tub/spa that a Resident wish to install must be approved by the Board. The request will only be approved should the hot tub/spa be in an enclosed courtyard. All other Unit types are not permitted to have a hot tub/spa. The installation of the hot tub/spa must be completed by a reputable company and all electrical upgrades necessary for the operation of the hot tub must be completed by a licensed electrician.

(d) Doorbells

(i) Approval

Any doorbell that is installed, whether conventional or electronic, must have prior approval. Please submit an architectural review request to the Management Company.

(ii) Installation

All doorbells must be installed onto the sash of the door frame. Under no circumstance shall the doorbell be affixed or drilled into the siding. If siding is damaged due to non-compliance, the Unit Owner will be responsible for replacing the piece of siding.

(e) Camera Systems

Unit Owners are permitted to install security camera systems outside of their Unit. While we encourage the installation of Ring doorbells for ease of use, Wi-Fi cameras are permissible so long as they meet the following criteria:

(i) Size & Quantity

The size of the camera should not exceed 3” x 4”. There shall be no more than two (2) cameras on the exterior of the Unit installed in locations approved by the Board.

(ii) Color

All cameras that are being installed must be black or white and blend in with the building.

(iii) Installation Procedure

Any Unit Owner that wishes to install a camera must submit an Architectural Review Request to the Management Company prior to installing the camera. The ARR must outline the location of the camera and the specifications of the camera being installed. The Association and Board have no obligation for the maintenance, repair, replacement of the cameras once installed.

(f) Exterior Lighting

(i) Developer Installed Lighting

Any light fixture that is affixed to the building and garage building that was installed by the developer is not permitted to be changed. If you have a damaged light fixture, please place a request with the Management Company and the light will be replaced for you.

(ii) Hardwired Landscape Lighting

Hardwired landscape lighting is not permitted on the front of Units. If your Unit is equipped with a patio or courtyard, then hardwired lighting may be installed. To install the lighting, an Architectural Review Request must be submitted to Management for approval. The lighting must not interfere with neighboring Units' peaceful living environment.

(g) Satellite Dishes

(i) Approval

Unit Owners choosing to install satellite television must submit an Architectural Review Request to Management for Board Approval.

(ii) Installation

Under no circumstances shall satellite dishes be installed to any structure in the Common or Limited Common Element. Satellites may only be pole mounted in front of each Unit. Should the front of a Unit not have line-of-sight required for service the dish may be installed in another location where reception is available with board approval. Wires must be concealed on the front of Units or anywhere wires may be visible to the exterior of the Unit.

(h) Radon Mitigation Systems

In Ohio, Radon is a very Common problem. If your Unit has elevated radon concentrations in the indoor air, a radon mitigation system is recommended. To install a system, an Architectural Review Request must be submitted to Management for Board approval. The system must be installed by a reputable contractor.

(i) Patio & Fencing Modification

Patio extensions are permitted only in Units with enclosed courtyards. Units with patios that are visible from the rear are not permitted to make modifications. All patio extensions must be approved by the Board prior to installation.

(j) Solar Panels

Individual Unit solar panels are not permitted.

Section 9.13 Open Fires

Open fires including but not limited to fire pits, bonfires, outdoor chimneys, and outdoor fireplaces are prohibited in any area of the condominium property, including any Unit.

(a) Fireworks

The display or use of fireworks in the community is strictly prohibited.

Section 9.14 Pest Control

Residents are responsible for pest control within the interior of their home. For areas on the outside of the home, the Association will pay for pest control. To request pest control, please place a maintenance request with the Management Company.

Section 9.15 Flags

Residents may display the American Flag. All other flags/banners are prohibited except for the State of Ohio flag, POW/MIA flag, Gold, Blue, and Silver Star Banners, military deployment banners, and team flags as designated below. Flags may be displayed in the following manners:

1. Mounted as displayed in the photo below;
2. Pole mounted on the column of your portico;
3. Pole mounted on the trim of a front-loading garage. Flag poles may not be mounted on rear loading garages that face an alleyway.



(a) Variances

(i) Deployed Service Member Flag

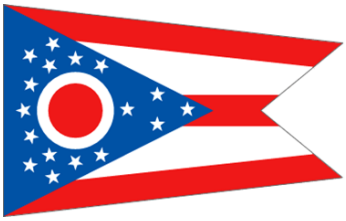
A Unit Owner may display one deployed service member flag in a front window of a condominium Unit for the duration of the deployment of the service member for which the flag is intended.



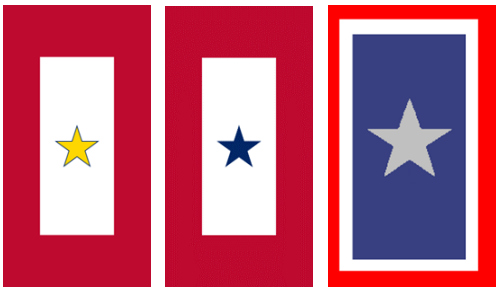
(ii) Team Flags

Unit Owners may display team flags on game day only.

(iii) Depicted Flags Below







Section 9.16 Garage Sales & Solicitation

Garage sales and tag sales are specifically prohibited except where endorsed and approved, in writing, by the Board as a community event. Solicitation is

not permitted. The posting of personal flyers and signs in Common Elements is not permitted.

Section 9.17 Patio Fences / Exposed Wood Stairs

Since the fences and wood stairs are part of the Limited Common Element, the Association is responsible for the repair, replacement, and staining of these structures. Under no circumstance should anything be drilled into these structures. This includes but is not limited to hanging plants, string lights, planter boxes, or other items.

We do encourage you to personalize your space, but please do so by using temporary methods of securing these items to the fences. In the event the Association schedules maintenance for these structures, any personal decorations must be removed prior to maintenance. In the event maintenance is scheduled and the Unit Owner has not removed the items, the Association will remove the items on behalf of the Unit Owner and charge an enforcement assessment to the Unit Owner's account.

Section 9.18 Waste Management

(a) Outside Unit

At no time shall any trash be left outside of your Unit. This includes but is not limited to bagged trash, bagged dog waste, and cigarette butts. Failure to comply will result in an enforcement assessment.

(b) Compactor

All waste must be disposed of inside one of the two compactors located on Pleasant Colony Way, or Andrew John Drive. Waste that can be disposed of inside the compactor includes bagged trash and broken-down boxes.

(c) Bulk Waste Removal

All bulk waste must be disposed of at the bulk pad located on Andrew John Drive. Acceptable bulk items include furniture, mattresses, paint cans, electronics, old tires, and other household items. Never leave bagged trash around the bulk pad – this must be disposed in the compactor.

(d) Recycling

Recycling services are not provided by the Association. If you wish to recycle, please visit SWACO.org.

(e) Reusables

If there are items that are reusable, the Association highly encourages donating these items to local charities. Not only does this help keep the cost of trash removal down, it can benefit another individual.

(f) Unit Remodeling

If you are remodeling your Unit, all construction debris must be disposed of off-site. Unit Owners may also wish to rent an open-top dumpster to dispose of materials depending on the size and scope of the renovation. If a dumpster is rented for your remodel, the dumpster may not remain on Condominium Property for longer than forty-eight (48) hours. Prior authorization must be obtained from the Board or Management for longer than forty-eight (48) hours.

Building materials of any type are not to be deposited in the trash or bulk pickup areas. This includes but is not limited to drywall, toilets, carpet, appliances, wood, metal, and paint. The bulk pad is designed for "one-off" disposal of large items and if it is filled with construction debris, other Residents cannot utilize the area.

Depositing building materials or other debris not acceptable in the trash or bulk pickup areas will be considered illegal dumping and subject the person to criminal prosecution and City fines.

(g) Littering

Littering anywhere on the Condominium Property is prohibited and is subject to the Enforcement Assessment exception as outlined in Section 9.18(h). Littering is defined as disposing of trash not in a trash receptacle and includes but is not limited to food containers, cigarette butts, and other trash items.

(h) Enforcement Assessment Exception

Because leaving trash or litter on the grounds is an egregious infringement on the rights of the Residents living in the Condominium, the Association will pursue the following enforcement action against any Resident:

1st Letter – Courtesy Warning
2nd Letter – $200.00 Enforcement Assessment

Section 9.19 Shared Spaces



New Albany Park Condominium features first class amenities such as a pool with sundeck, Clubhouse, and a well-equipped wellness center. Access to these amenities will be granted once a liability release form has been signed by the Resident and sent to the Management Company. Please refer to Section 8.04(a) regarding suspension of these privileges. The amenities may be accessed via a physical access card, or by activating Brivo Mobile Pass on your smart phone. Please contact the Management Company for setup assistance.

(a) Replacement of Access Card

In the event your access card is lost or stolen, you may request an additional access card from the Management Company. The replacement cost is $25.00 and includes mobile access app activation. Please contact the Management Company for replacement assistance.

(b) Pool

The pool is for the exclusive use of New Albany Park Condominium Residents and their guests. Any person who is not accompanied by a Resident will be asked to leave the pool area and the Resident could lose amenity access privileges.

There is no lifeguard. All persons using the pool and the pool facilities do so at their own risk and sole responsibility for the safety of themselves and any guests. Neither New Albany Park Condominium Association nor Management will be responsible for any injuries that occur while using the pool, pool facilities, or any other facilities in New Albany Park Condominium.

i. Use of the pool and the pool facilities does not include the use of the Clubhouse.

ii. Children under the age of fourteen (14) must always be accompanied by an adult Resident, 18 years of age or older.

iii. Guests are Limited to four (4) per household and must always be accompanied by a Resident.

iv. The following are prohibited in the pool area:

1) Animals or pets
2) Alcoholic Beverages
3) Glass or other breakable items
4) Running and diving
5) Any disruptive behavior
6) Excessive noise or splashing
7) Audio devices without headphones
8) Private pool parties
9) Electrical devices



v. Swimming is permitted only in garments sold as swim wear or approved as safe for swimming. Persons who are incontinent must wear protective garments to avoid contamination of the pool water; diapers without water protective coverings are prohibited.

vi. Pool floats and rafts are permitted but must be taken to and from the pool during each use. Floats that are left in the pool area will be stored for thirty (30) days, then if not claimed, will be disposed of.

vii. Chairs and/or tables may not be reserved.

viii. The pool hours are from 7 am to 10 pm.

ix. Smoking or vaping is prohibited on the pool deck, in the pool, and anywhere within 25 feet of the pool entrance.

x. The Board reserves the right to alter these rules at any time.

(c) Wellness Center

The Wellness Center is for the exclusive use of New Albany Park Condominium Residents.

i. Only Residents carrying an active access card or mobile app are permitted to use the facility.

ii. Residents may not grant entry to any person who cannot enter the facility with an assigned access card or mobile app.

iii. Children under the age of fourteen (14) are not permitted without being accompanied by an adult Resident, 18 years of age or older.

iv. Pets are not permitted.

v. Food is not permitted.

vi. Beverages must be in a closed-lid bottle or container.

vii. Wellness center equipment may only be used for its designated purpose.

viii. Residents are not permitted to move or remove any equipment.

ix. Residents are not permitted to utilize the facility as a site to conduct business (i.e. personal training services).

x. No audible music: noise must be confined to headphones.

xi. When finished using equipment, please wipe down the surfaces with the provided disinfectant wipes.

xii. Please be sure to discard all waste in the appropriate receptacle.

xiii. If equipment is missing or broken, please notify Management immediately.

(d) Clubhouse

Clubhouse use is restricted to Unit Owner's that have reserved the Clubhouse for that day. The Clubhouse remains locked all other times.

(i) Reservation Fee

A reservation fee is required at the time of booking and must be received by Management within seven (7) days of the booking. Payment can be made online or by personal check. Payments for Clubhouse rentals should be mailed to the Association lockbox located at:

New Albany Park Condominium Association
c/o Lifestyle Property Management
P.O. Box 97861
Las Vegas, NV 89193-3504

The Association cannot accept third party checks; only checks from the Unit Owner. If a Unit Owner needs to cancel their reservation, this must be done at least seven (7) days prior to the reservation. The refund will be credited to the Unit Owner's account and can be applied to future monthly assessments. Failure to cancel within seven (7) days will result in forfeiture of the reservation fee.

(ii) Clubhouse Rules

1) Only Unit Owners may reserve use of the Clubhouse. Unit Owners are not permitted to reserve the Clubhouse for their tenants. Tenants are not permitted to reserve the Clubhouse.

2) The reserving Unit Owner must be in good standing with the Association. All fees must be current and no outstanding violations.

3) The reserving Unit Owner must always be present.

4) All rules of the Clubhouse must always be observed. Reservation of the Clubhouse does not include the use of the swimming pool or wellness center.

5) The Clubhouse is available from 7:00 AM to 12:30 AM.



6) The Association will not be held responsible for the behavior of other Residents or guests during the time of the reservation.

7) Smoking or vaping is prohibited inside and outside of the Clubhouse.

8) Grilling at the Clubhouse violates the Association's insurance policy and is prohibited. Grills may not be used at the Clubhouse, or in the grass or parking areas around the Clubhouse.

9) Attaching decorations, regardless of the type of decoration or way it is attached, to any surface within the Clubhouse (i.e.: walls, ceilings, windows, railings, etc.) is prohibited.

10) Do not attach signs, balloons, etc. to any of the structures in the Common Element around the Clubhouse. This includes the exterior of the Clubhouse, the white fence, etc. A sign/balloon(s) may be placed in the grass area outside of the Clubhouse as a directional aide but must be removed at the conclusion of the reservation.

11) The reserving Unit Owner is responsible for all damages to the facility and grounds of the Association caused by his/her guests, including excessive dirt, clean-up of food/beverages, furniture damage, etc.

12) There will be no DJ's, extra stereo equipment, or live music permitted to be set up outside of the Clubhouse. This is a courtesy to Residents living within close proximity to the Clubhouse. The exception to this is an Association planned event.

13) The Association and the Management Company will not be responsible for any injuries that occur before, during or after the event, or as a direct result of the use of the Clubhouse or any other facilities of New Albany Park Condominium Association.

14) It is the Unit Owner's responsibility to confirm the reservation seven (7) days in advance and Management will enable access. On the day of your reservation, your access card and/or mobile app will be enabled for use of the Clubhouse.

15) The Board reserves the right to cancel or alter these rules at any time.

Section 9.20 Winter Weather

During winter weather, please ensure that when treating your concrete areas that calcium chloride is used. Using conventional salt products such as potassium chloride will damage the concrete. In the event concrete is



damaged due to incorrect treatment, the Unit Owner is responsible for the cost to repair and/or replace.

Section 9.21 Leasing Your Condominium

On September 15, 2021, the Board of Directors voted to restrict the number of Units that are rented to ten (10) percent or forty-four (44) Units. Any Unit Owner that desires to lease their Unit must have approval from the Board of Directors. A copy of the leasing rule is recorded with the Franklin County Recorder and can be found in Instrument Number 202109300175519 and is available in the online portal.

(a) Lease Terms

Any Unit that is leased must have an executed lease agreement that does not exceed a period of one (1) year. Any Unit that ceases to be occupied by a tenant or other persons not the owner for a period in excess of sixty (60) days will lose its status as a rental Unit and be subject to the re-approval process.

(b) AirBNB & Short-Term Rentals

No Unit shall be rented or used for transient or hotel purposes, which is defined as: (a) rental for any period less than six (6) months; (b) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (c) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.

(c) Tenant Contact Information

All tenant contact information must be kept on file with the Association and provided to Management at their request. This will ensure tenants will be notified of important community updates. Unit Owner information related to payments and dues will not be communicated to the tenant.

(d) Lease Agreement

All Lease Agreements that are executed by and between the Unit Owner and the Tenant shall be the approved Lease Agreement that contains language acknowledging the Condominium documents. All executed Lease Agreements must be kept on file with the Association and provided to Management at their request and/or twenty (20) days prior to any new lease term. Please contact the Management Company for the approved Lease Agreement.



(e) Waitlist

In the event rental Units meet or exceed sixty-five (65) Units, a waitlist will be administered. When a Unit Owner is placed on the waitlist, this does not guarantee Unit rental approval. The Board may, from time to time, cease administering the waitlist should Units exceed the allowed number.

(f) Failure to Comply

If any Unit Owner or tenant fails to abide by this rule for rental Units, or any other rules of the Association, or the terms of the Declaration and By-laws, the Board may institute enforcement assessment proceedings in the amount of $500.00 against the Unit Owner and may commence an action for eviction of any and all tenants/occupants in the offending Unit in any Court of competent jurisdiction, in the name of the Unit Owner and as owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the Unit Owner violating this provision.

Section 9.22 Selling Your Condominium

When selling your Unit, please ensure that you are adhering to the sign policy outlined in Section 9.09(a)(ii). Please direct your agent to reach out to the Management Company to obtain necessary documents and transfer fees needed for the sale of your Unit.

(i) Moving

For moving vehicle information, please refer to 0.

(ii) Request to Remedy

In the event the buyer of a Unit is requesting repairs to be made that is the Association’s responsibility, a request should be made in writing to the Management Company with a copy of the remedy request. The Association does not have any obligation to fulfill these requests and will add any repair request to the Association’s maintenance tracking system under the discretion of the Management Company and the Board.

If certain items within this handbook are protected under grandfather clauses from previous handbook revisions, all items are the responsibility of the Unit Owner to disclose to the buyer prior to entering into contract.



Article X. Insurance

Section 10.01 Association Insurance

The Association will maintain appropriate levels of insurance coverage according to Ohio Condominium Law, and the Condominium Declaration. A copy of the Association's insurance policy can be obtained in the shared documents section of the portal maintained by the Management Company, or by reaching out via email to the Management Company. If the Association files a claim for property damages that affect the Unit and common elements, the Association's deductible will be apportioned between the Unit Owner and Association based on the % of total damages to the Unit and common elements with the exception outlined in 10.02 below.

Section 10.02 Homeowner's Insurance

Unit Owners shall obtain individual homeowner's insurance, which would provide coverage for their Unit and improvements as part of its appurtenant Limited Common Elements and personal contents. The Association may be named as an additional insured. It is the Unit Owner's responsibility to insure the Unit interior for any items not a part of the original construction including permanent home improvements such as built-in fixtures and equipment, upgrades and personal property. Damages which are under the amount of the Association's deductible are not covered by the Association and therefore, will fall to the homeowner's insurance for coverage. If damages to a Unit or the common elements are the result of the Unit Owners or occupants negligent or intentional actions, the Unit Owner will be responsible for payment of the Association's entire deductible amount.

Section 10.03 Disclaimer

The above is provided solely for informational overview purposes only. A unit owner is responsible for and is encouraged to determine their individual homeowner's insurance requirements upon consultation with a qualified insurance expert, including costs for payment of the Association's deductible. To assist in that endeavor, a copy of the association's insurance policy is available upon request by contacting the management company or by downloading from the online portal.

Article XI. Complaint Procedure

Any Unit Owner or Tenant may file a formal complaint alleging a violation of these rules or the restrictions contained in the Declaration & Bylaws with the Association's Management Company. The complaint must be made in writing, photos may accompany the complaint, and sent via email or U.S. Mail to:

Mail:

New Albany Park Condominium Association
c/o Lifestyle Property Management
230 West Street, Suite 200
Columbus, OH 43215

Email:

mysupport@lifestylecommunities.com



Article XII. Document Inspection Policy and Form

Ohio Law provides a Unit Owner with the right to inspect certain records of the Association. To clarify what documents will be provided for inspection and to expedite a request to inspect records, the following document inspection policy was adopted:

WHEREAS, Ohio Revised Code Section 5311.091(A) provides: “Except as otherwise prohibited by this section, any member of a unit owners association may examine and copy the books, records, and minutes described in division (A) of section 5311.09 of the Revised Code pursuant to reasonable standards set forth in the declaration, bylaws, or rules the board promulgates, which may include, but are not limited to, standards governing the type 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.”

WHEREAS, Ohio Revised Code Section 5311.091(B) provides: “The unit owners association is not required to permit the examination and copying of any of the following from books, records, and minutes: (1) Information that pertains to condominium property-related personnel matters; (2) Communications with legal counsel or attorney work product pertaining to pending litigation or other condominium property-related matters; (3) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (4) Information that relates to the enforcement of the declaration, bylaws, or rules of the unit owners association against unit owners; [or] (5) Information the disclosure of which is prohibited by state or federal law.”

WHEREAS, pursuant to the authority granted to it under Ohio Revised Code Chapter 5311 and the Bylaws, the Board hereby adopts the following policy regarding inspection and copying of the Association’s books and records:

A. A unit owner requesting to inspect the Association’s books and records must submit the request to the Association’s property manager (“Manager”) in writing and at least ten (10) business days prior to the desired date of inspection. The request for inspection must do all of the following: (1) state the purpose for the inspection; (2) agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) specify the type of documents and dates/months to be inspected; and (4) if the unit owner wants copies of certain documents prepared for the inspection, specify the type and dates/months of documents to be copied.

B. A unit owner may assign a representative (e.g., an attorney, accountant, or other individual providing a professional service for the unit owner) to inspect the Association’s records on his, her, or its behalf, but the unit owner must provide written notice of the assignment to the Manager prior to the inspection, which shall including the following: (1) name, business telephone number, and business e-mail address of the representative; and (2) relationship to the unit owner (e.g., attorney, accountant, or other professional service provider). The designated representative will be subject to this Document Inspection Policy, as well as all of the other governing documents for New Albany Park Condominium, while acting on behalf of the unit owner.



C. The Association's property management company ("Management Company") or Manager may only keep specific documents for definite periods of time. A unit owner will not be able to inspect or copy documents that are no longer kept on record with Management Company or Manager.

D. The Association's records will only be available for inspection during Manager's normal business hours, which, at the time of the adoption of this Document Inspection Policy, are 9:00 a.m. EST to 5:00 p.m. EST. Unless otherwise agreed to by the Board or Manager, records may only be inspected Monday through Friday.

E. All original copies of the Association's records will not be permitted to leave the presence of the Manager. Accordingly, a unit owner must copy any document that the unit owner would like to take from Manager. The unit owner requesting copies of Association records will be charged a reasonable copy fee of $0.15 for each page of any document copied for the unit owner.

F. In addition to $0.15 per page for copies of Association records, unit owners will also be required to pay $100.00 per hour for the administrative costs of the Manager for gathering the requested documents. This cost is the actual cost charged by Manager to the Association in response to document inspection and copying requests, and this cost will be passed on to the unit owner for whom this cost was incurred.

G. After accumulating all documents related to a unit owner's request, Manager will calculate the copying fees and administrative costs associated with the request for inspection and submit an invoice for those fees and costs to the requesting unit owner. The unit owner must remit payment for the invoice before the Management Company is authorized to release the copies of the requested records to the unit owner.

H. The following records of the Association that **will** be available for inspection:

    a. The Association's accounting records showing the collection of common assessments paid by the Association's members;
    b. The Association's accounting records that specify the receipts and expenditures relating to the Condominium's common elements and other common receipts and expenditures, which records include monthly, yearly, and year-to-date income and expense reports and balance sheets;
    c. Monthly bank statements for all accounts held in the Association's name, with the account numbers redacted;
    d. Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among the Condominium's unit owners;
    e. Annual budgets adopted by the Association;
    f. The names and addresses of the unit owners and their respective undivided interests in the common elements;
    g. The Declaration of Condominium, all amendments to the Declaration, the Bylaws, the Association's Articles of Incorporation, and the Association's rules and regulations;
    h. The declarations pages or Acord Certificates for all of the Association's insurance policies;
    i. Reserve studies; and

j. The Association's meeting minutes for all annual and special meetings of the members of the Association, as well as all Board-approved minutes from any regular Board meeting (except confidential information will be redacted as needed).

I. The following records of the Association **will not** be available for inspection unless specifically approved by the Board:

a. Minutes for Board executive session meetings;
b. Information related to Condominium property-related personnel matters, including, but not limited to, time sheets, rate of pay, job applications, and performance reviews;
c. Any agreements or communication with the Association's legal counsel; the Association's attorney's work product pertaining to potential, threatened, past, or pending litigation; communications and opinions from or to the Association's counsel regarding other Association- and Condominium property-related matters; and communications to, from, or between the Association's counsel, Board, or Manager;
d. Any documents or reports prepared by the Board or at the Board's request for potential, threatened, past, or pending litigation;
e. Information that pertains to transactions currently under negotiation, including, but not limited to, unaccepted bids and quotes from prospective contractors or other service providers;
f. Information that pertains to contracts or other agreements containing confidentiality requirements and that are subject to those requirements;
g. Contracts with contractors, service providers, or professionals hired by the Association;
h. Information that relates to the enforcement of the Declaration and its amendments, the Bylaws, the Association's rules and regulations, and any other governing document of the Association, including enforcement and collection letters, notices, hearing notes and minutes, decisions, specific identification of unit owner's delinquent in the payment of their assessments to the Association, or any other information related to enforcement of the Association's governing documents;
i. Information and documents regarding insurance claims unrelated to the requesting Unit Owner;
j. The telephone numbers or e-mail addresses of the Association's Unit Owners or their tenants on file with Management; or
k. Any information the Association is prohibited to disclose pursuant to federal, state law, or local law.

J. The Board reserves the right to deny inspection of any documents within the Association records until such time as the unit owner provides a "reasonable and proper purpose" for inspection and copying of such documents, as deemed appropriate by the Board.

The Document Inspection Request for is attached to this Handbook. Any document inspection requests must be made using the attached form and sent to: mysupport@lifestylecommunities.com.



Article XIII. Omissions

Should any article or section in this handbook not provide details, information, or reference to the governing documents, please contact the Management Company for further assistance.



NEW ALBANY PARK CONDOMINIUM ASSOCIATION
DOCUMENT REQUEST FORM

Pursuant to the rules adopted by the Board of Directors for New Albany Park Condominium Association, a unit owner requesting to inspect the Association's books and records must submit the request to the property manager in writing and at least ten (10) business days prior to the desired date of inspection. The request for inspection must provide for all of the following: (1) the purpose for the inspection; (2) agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) specify the type of documents and dates/months to be inspected; and (4) if the unit owner wants copies of certain documents prepared for the inspection, specify the type and dates/months of documents to be copied.

****Please fill out the form below and include your signature and the date you submitted the form request (Requests for documents will not be acknowledged without this form completely filled out and signed by the Unit Owner requesting the documents).****

Name: _____
Address: _____

I am requesting the following documents from the condominium association:

_____
_____
_____
_____

The following dates/months are being requested for inspection (specify which documents, which dates/months):

_____
_____
_____
_____

I agree not to use or distribute any documents or information obtained during the inspection for any purpose other than what is stated on this form: ____ Yes _____No

I am requesting the documents described in number 1 above for the following reasons and the documents will be used for the following purpose(s):

_____
_____
_____
_____

_____ _____
Signature Date Form Submitted



MAINTENANCE RESPONSIBILITY MATRIX

Not intended to be an all-inclusive list of responsibilities.

DESCRIPTION	UNIT OWNER	ASSOCIATION
Chimney, Stack Within Chimney, and Liner Within Chimney		X
Common Element Lighting and Entrance		X
Common Walkways and Driveways Repairs		X
Doors, Weather Stripping, Storm Doors and Screens	X	
Doors: Garage and Entry	X	
Doors: Garage Repair to Original Specifications	X	
Enclosed Courtyard, Mulched Element and Personal Planting	X	
Exterior Siding, Trim and Flashing		X
Fencing and Wooden Structure: Maintenance, Repair, Staining, & Replacement		X
Fencing and Wooden Structure: Cleaning	X	
Fireplace, Firebox, Vents and Dampers Within Units	X	
Foundation Walls, Flooring, and Footing Drains		X
Heating and Air Conditioning System Serving a Unit	X	
Individual Concrete Patio: Cleaning	X	
Individual Concrete Patio: Repair or Replacement		X
Individual Patio Extensions	X	
Interior Damage: Drywall, Flooring - Caused by Leak, etc.	X	
Landscaping, Mowing, Mulching and Fertilizing Grass		X
Landscaping: Common Elements		X
Landscaping: Flower Planting in Mulch Beds Outside Units	X	
Landscaping: Replacement of Trees or Bushes		X
Light Bulbs: Front Door, Garage Side and Overhead	X	
Light Fixtures on Unit Exterior		X
Limestone Caps: Cleaning	X	
Limestone Caps: Repair & Replacement		X
Pipes, Gas, Water, and Sewer Serving More Than One Unit		X
Pipes, Gas, Water, and Sewer Serving One Unit	X	
Property Damage Within Unit unless covered by Association Insurance	X	
Refuse Collection		X
Roadways Repairs		X



DESCRIPTION	UNIT OWNER	ASSOCIATION
Roofs, Shingles, Flashing, Gutters and Downspouts		X
Snow Removal: Patio, Service Walkways, Stoop and Steps	X	
Snow Removal: Roads and Common Walkways		X
Stoop, Steps, or Patio Replacement Due to Salt Damage	X	
Sump Pump: Serving One Unit	X	
Sump Pump: Serving More Than One Unit (Chatsworth)		X
Walls: Exterior Structural		X
Walls: Interior to Unit and Maintenance	X	
Windows, Frames, Glass, Screens and Storm Windows	X	
Wiring and Electrical: Serving One Unit	X	
Wiring and Telephone: Serving One Unit	X	