

THE VILLAS AT ROCKY FORK

HANDBOOK

Your guide to community living and more.

Updated August 1, 2026

Welcome Letter

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

Villas at Rocky Fork was developed by Village Communities in 2003 and 2004. Our community contains 88 condominium units within 22 buildings, as well as a clubhouse, pool, roadways, and a pond that includes a fountain. Located in Northeastern Franklin County we are serviced by mailing addresses of Westerville, fire and emergency aid from the City of Columbus as well as Columbus schools and taxes.

This Handbook's purpose is to be your guide to living at Villas at Rocky Fork, as it contains a tremendous amount of information that is important to your residency here. Please keep this Handbook in a safe and accessible place, so that you may refer to it if you should ever have a question or concern. ***If you have a previous edition of a handbook, please destroy it. Also, please be sure to update any pages given to you in the future;*** **AND LEAVE THIS BOOK IN YOUR UNIT IF YOU SELL OR LEAVE THE COMMUNITY.**

If you are new to condo life, you are moving into a way of life that may be different from what you are used to in your past. As an example, you give up the responsibility for many physically challenging tasks such as maintaining the lawn, pruning bushes and trees, shoveling snow, and exterior repairs. Every person may justly consider their home their castle and themselves in charge; nonetheless the sovereign fiat to use your property as you please must yield, at least in degree, where ownership is common or in cooperation with others. The benefit of community living and ownership demand no less.

Court statement in the case of Sterling Village v Breitenbach (May 14, 1971):

You designate the Board of Directors and the Property Manager to make the day-to-day decisions for you. You agree to abide by the decisions and actions of the Board of Directors. A condominium association is not a democracy. It is not a civic organization or a union. It is a business that adheres to federal law, state law, municipal law, and association bylaws. The Board of Directors are elected by owners and is a democracy.

Through meeting and majority decisions, the Board makes decisions for the good of the community. The Laws, By-Laws and Rules and Regulations they operate by have three major goals:

1. Protect the safety of the residents
2. Protect property values
3. Promote harmonious and orderly community living.

Our By-laws, amendments Condo Declaration, this handbook, announcements, etc. are posted on our webpage: https//:villaatrockyfork.weebly.com/. We encourage you to read/review all these documents. We hope this Handbook can assist in your transition to condominium living. Just as we have found tremendous benefits in shared common element maintenance, first-class recreation facilities, architectural harmony, and a strong sense of community, we hope that you will too. We also hope that you will contribute to our community in many ways, including by cooperating, complying with, and upholding these guidelines.

Your neighbors,

Board of Directors, Villas at Rocky Fork Condominium Association

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Handbook Guide

This Handbook is meant to be your resource and guide for living at Villas at Rocky Fork. It is designed to supplement and restate (not replace) our condominium's governing documents, which are recorded at the Franklin County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the governing documents will govern and control. The governing documents can be found at: https//:villaatrockyfork.weebly.com/

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

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

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

III. The Association – This section provides an overview of how the

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

IV. Common Element Information and Guidelines – This section contains important provisions and regulations on the community's common spaces that we all share, including parking, the pool, pond, grassy areas, trash collection, and the roadways.

V. Unit Owner's Exterior Guidelines and Responsibilities – This important section details what you are responsible for maintaining and repairing on the exterior of your unit, as well as elaborates on the list of actions that you may do to the outside of your unit, including landscaping, flags, holiday decorations, and grilling.

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

VII. Unit Owner's Financial Guidelines and Responsibility – While moving into a condominium generally means "maintenance free" exterior

living, unfortunately, that does not mean that maintenance is free. This section outlines your financial responsibilities for Association fees, insurance, utilities, and taxes.

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

Appendices and Forms – To make living within Villas at Rocky Fork easier, we have developed a number of forms for your use and convenience. A copy of these forms is within this Section. If you would like additional copies of any of these forms, please contact the Management Company.

If any of these rules or regulations is declared void, the provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect.**Enforcement Procedure** – The Association's rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation. This section contains a copy of that procedure.

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HANDBOOK

I. Definitions

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

- **"Association"** means Villas at Rocky Fork Condominium Association, the not-for-profit corporation created under the Condominium Act, to administer the Villas at Rocky Fork Condominium.

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

- **"Bylaws"** mean the document filed with the Franklin, Ohio County Recorder's Office that outlines the Association's corporate procedures and serves as the code of regulations pursuant to the Condominium Act.

- **"Common Elements"** (as further stated in Declaration Article VI, Section 1) refers to all of the Condominium Property, including all of the land and all of the improvements on the land, except those portions labeled or described as being part of a Unit. The Common Elements generally include, but are not limited to, the building exteriors, grounds, clubhouse, pool, roadways, and ponds.

- **"Condominium Act"** means Chapter 5311 of the Ohio Revised Code.

- **"Declaration"** means the document filed with the Franklin, Ohio County Recorder's office that creates the condominium, defines the Common Elements and Units, places restrictions on the Condominium Property, and outlines Unit Owner and Association responsibilities.

- **"Drawings"** means the drawings for the Condominium required by the Condominium Act.

- **"Limited Common Elements"** (as stated in Declaration Article VI, Section 2) consist of those portions of the Common Elements that are labeled or designated "Limited Common Elements" or "Limited Common Elements and Facilities" on the Drawings or in the Declaration. In the case of each Unit, these Limited Common Elements generally consist of an exterior parking area immediately in front of the attached garage serving that Unit, mulch beds directly to the front and side of each Unit as well as the entry door porch. The Limited Common Elements are reserved for the exclusive use, <u>but not ownership</u>, of the Unit Owners and/or residents of the Unit or Units it is designed or designated to serve.

- **"Management Company"** means the company that manages and administers the Association on a day-to-day basis. Our Management Company provides a professional property manager that is assigned to work specifically, but not exclusively, with our community.
- **"Unit"** means that portion of the Condominium Property designated by the Declaration that is owned by a Unit Owner(s), as defined by Declaration Article V.

- **"Unit Owner"** means the person or persons whose name(s) is/are on the deed for a Unit. Each Unit is entitled to one vote on certain Association matters. 88 total units/1 vote per unit.

- **"Occupant"** means anyone residing in a specific Unit, including the Unit Owner(s). An Occupant also includes anyone who occupies a Unit leased by a Unit Owner. Anyone who is not a Unit Owner is not entitled to participate or vote at Association meetings. All Occupants are, however, required to abide by Association policies and rules.

II. Communications

As we all share ownership of the Association, we believe that communication between the Unit Owners, Occupants, Board of Directors, and the Management Company is essential for the successful and effective operation of our community. As further explained later in this Handbook, our community is governed by six volunteer Board members who are elected by the Unit Owners from among the Unit Owners.

Board members are elected to staggered, three-year terms to promote continuity and experience on the Board. While the Board of Directors is responsible for the community's priorities and decisions, our community also has a professional property Management Company to run the day-to-day management, financials, maintenance, and operation of our Condominium Property. Our Management Company is Condo Management of Columbus. The Management Company's contact information is as follows:

Edward Van Meter, Property Manager
Condo Management of Columbus (CMOC)
P. O. Box 28249 Columbus, OH 43228
Phone: (614) 488-7711, ext. 339
Email: ed@condocolumbus.com

If you ever have a question, maintenance request, or concern, please contact the Management Company. As the Board may only make decisions at Board meetings, to maximize efficiency, please contact the Management Company, who will be happy to assist you.

If you wish to request any Association Records, please contact our Property Manager. Please refer to **Appendix "J"**.

The Board meets generally once a month (between the months of March-November

and as needed during the winter months – December-February - at the Villas at Rocky Fork clubhouse). These meetings are open to Unit Owners, who may share their concerns, comments, suggestions, or questions with the Board during the first portion of the meeting. If a resident wishes to formally address the board, prior notification by calling the property manager with your request is required.

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

III. The Association

Our Condominium, like all other condominiums in the State of Ohio, has an association to operate, manage, and govern the condominium property. Governed by a Board of Directors, our Association performs many essential functions to keep Villas at Rocky Fork a premier condominium community, such as reasonable maintenance, insuring our Condominium Property as required by the Declaration, adopting budgets and assessments, allocating reserves, property operation, and enforcement of our policies and rules. Together, all of these items contribute to everything that your Association does for you and all of its Unit Owners.

A. **The Board of Directors**

The Association is administered by a Board of Directors that is elected from among the Unit Owners at the Association's annual meeting.

1. The Board is comprised of six members, who serve for three-year terms. There are no term limits for Board members. To be a Board member, you must be a Unit Owner, or the spouse of a Unit Owner.

2. All Board members volunteer their time to serve their community. We do not pay Board members, not because they are worthless, but because they are priceless! To share this responsibility among all of the Unit Owners of our Association, everyone is encouraged to run for and serve on the Board. Association Board service is a tremendous opportunity to contribute to our Association and have an impact on the matters and decisions that affect our community.

3. To assist the Board in carrying out its responsibilities, it may appoint, from time to time, committees for the purpose of research, discussion, analysis, and recommendations to the Board, as it deems necessary.

B. **Maintenance, Repair, and Replacement Responsibility**

1. Infrastructure and Common Elements

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

a. Recreational facilities, such as the Condominium's pool and clubhouse
b. Entrance features
c. Common lighting
d. Water, power, sewer, and other utility lines, pipes, wires, conduits, and ducts that serve the Common Elements or multiple Units, such as mainlines
e. Streets, driveways, and walkways
f. All turf areas, trees, the ponds, and landscaping in the Limited Common and Common Elements
g. Building facades, including concrete, faux stone, siding, and trim
h. Roofs, including gutters, flashing, and downspouts
i. Outside vents

2. Important Unit-Owner Responsibilities

a. Ice Dams
   - **See Appendix "I"**
b. Unit Winterization
   - **See Appendix "K"**

C. Insurance

The Association obtains and provides extensive insurance coverage for the Condominium community. This includes property insurance on our buildings, general liability insurance, directors' and officers' liability insurance, and fidelity insurance. These insurance policies are not only required by our Declaration but are also meant for all of our protection as Unit Owners.

1. Property Insurance – The Association obtains property insurance, also known as casualty insurance, for sudden, unexpected events that happen to water line breaks, and hailstorms. This insurance not only covers and insures the Common Elements but also covers the individual Units, including all built-in or installed improvements, fixtures, and equipment that are part of the Unit. As this multi-million-dollar policy covers the entire Condominium, there is a deductible in the current amount of $50,000 per occurrence (or current deductible amount). For more information on what the Association is responsible to insure, please refer to

your copy of the Declaration, Article XI, Section 7. For more information on what the Unit Owners should insure, please see Article VII, Paragraph B of this Handbook.

2. General Liability Insurance – This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the Condominium Property. This insurance helps to protect us in the unlikely event someone was injured on the property, sued the Association, and prevailed.

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

4. Fidelity Insurance – This insurance covers the Association in the event that someone who has access to Association funds, such as a Board member or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to everything in the Association's bank accounts, plus three months of income.

D. **Budgets/Assessments**

One of the Board's primary responsibilities is to establish a budget every year for the Condominium that incorporates all the upcoming year's common expenses. Our Association's common expenses include, but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, utility services to the Common Elements, accounting, management, legal fees, landscaping, snow removal, water, sewer, trash removal, and capital expense reserves.

Once the Board has established the budget, the Board then allocates each Unit's share of these items based on each Unit's undivided percentage of interest in the Common Elements. All Units have a 1/88 undivided interest in the Common Elements, so each Unit is assessed the same amount. Then, the amount each Unit is responsible for is divided by twelve (the number of months in the year) to arrive at the monthly amount each Unit Owner is responsible to pay.

The Association's only real source of income comes from these assessments. If one Unit Owner does not pay, that means the remaining Unit Owners must make up the shortfall. Consequently, it is imperative that all the Unit Owners pay their share and pay it on-time. The Board has enacted a collections policy to aggressively address unpaid assessments, which can be found in Article VII of this Handbook.

E. Capital Reserves

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

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

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

To assist the Board in this plan, the Association retained the services of a professional firm to prepare a reserve study. This document, which is updated every five years, lists every item and component that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study provides the Board with the financial framework to plan for the future and provides a professional's guidance on the proper maintenance and repair order for the community.

Our Capital Reserve Study is more than 100 pages long and provides great details into our community. Just like you may have obtained a home inspection for your Unit, the reserve study is like a home inspection for the Common Elements. A copy of the most recent reserve study is posted on our website or a hard copy of the reserve study may be requested from the Management Company for your review and reference. As always, should you have any questions on the study, please do not hesitate to contact a Board member or the Management Company.

F. Property Operation/Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the Condominium Property's general operation and management. This includes coordinating contractors, answering Unit Owner questions, sending out requests for proposals, processing Unit Owner requests and applications, posting accounting receivables and payables, and communicating with the Unit Owners through newsletters and direct mailings, all of which is handled by the Management Company. If you ever have a question or concern, please contact our representative from the Management Company. (See Article II for contact information.)

G. Rules and Enforcement

The Board is given the duty, as elected representatives from the Unit

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

IV. Common Elements Information and Guidelines

A. Parking & Vehicles

Parking within a condominium community must be regulated for the following reasons: 1) parking areas are very limited, 2) egress and ingress of other vehicles must not be impeded, and 3) the condition of the asphalt areas must be protected. These reasons reflect the spirit in which the following rules are posted.

1. Unit Owners/Occupants and guests are encouraged to park: (a) 2 vehicles within the garage including pick-up trucks that must fit in the garage; (b) 2 vehicles on the driveway within the Limited Common Elements in front of the garage; trucks… as long as the truck and truck bed do not extend into the roadway and do not interfere with neighbors' access and exit; and (c) temporarily on the streets if any of the above are not available (see #2 below).

2. Regular or continuous parking on the streets is prohibited. During the day, the 2 parking spots closest to the mail pavilion should be left open for mail pick up. Other clubhouse parking spaces may be used as needed by guests/visitors.

3. Other than in Unit Owner Limited Common areas, **Temporary overnight guest parking is only permitted** in the spaces outside the clubhouse and in designated spaces at the end of Peppermill Road by our pond.

4. Vehicles are prohibited from impeding access to another Unit Owner's garage, driveway, or turn-around area. Vehicles must not impede the movement of any emergency vehicle in the drives or in the streets.

5. Vehicles are prohibited from being parked within 10 feet of any fire hydrant, within 40 feet of any street intersection, or directly across from or within five feet of any driveways. Also, parking on both sides of the street in a manner that could restrict traffic flow is prohibited.

6. Except as further provided below, boats, trailers, motor homes, trucks (larger than 1/2-ton pickup), travel trailers, and any vehicle with, commercial apparatus, such as ladders or commercial advertising or signage, are not permitted to be parked on any street or driveway

overnight. Other large vehicles, (e.g., those used for recreation, van, RV's, or other vehicles that are not able to fit into the enclosed garage), are permitted to park in the Unit's designated Limited Common Element driveway in front of the garage for no more than 24 consecutive hours to allow for loading or unloading. These large vehicles must not block normal access (ingress or egress) of other vehicles.

7. Parking of vehicles or trailers is prohibited on any lawn or landscaped area.

8. Inoperable vehicles or vehicles that appear abandoned are prohibited (vehicles with flat tires, expired license plates, or other vehicles incapable of movement under its own power, etc.) and, after 48 hours, may be towed off the premises at the vehicle owner's expense, without warning. Except for short-term emergency re-pair work, e.g., flat tires, battery changes, etc., repair work on vehicles is prohibited in the Limited Common Elements or Common Elements. All other repairs must be conducted within the Unit's enclosed garage.

9. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluids, and coolants) must be parked inside the Unit Owner/Occupant's garage at all times.

10. Temporary storage units (such as PODS) and moving trucks or trailers (such as U-Haul vehicles) that are used in conjunction with moving either in or out of a Unit must be placed in the Limited Common Element driveway in front of the garage door and must not be kept in the driveway for more than ten consecutive days.

11. Due to the composition of the Condominium streets, semi-trailer trucks, including those semi-trailer trucks used for moving, are **strictly prohibited on the Condominium Property for any reason, at any time.** Because the presence of semi-trailer trucks presents a potential safety issue for motorists and pedestrians and causes accelerated wear and tear of the streets, in addition to all other remedies available to the Association, <u>any Unit Owner who is responsible for a semi-trailer truck entering the Condominium Property may be subject to a substantial enforcement assessment of up to $500.00 and/or the cost of any damage to the Condominium Property</u>. In accordance with the above, while moving companies cannot use semi-trailers, they may use smaller vehicles such as box trucks, "pup-trailers", etc. for the pickup or delivery of household goods.

12. The Unit Owner will be responsible for the cost to repair any damage done as a result of violation of any of these rules or other acts attributable to any Occupant or guest of their Unit in addition to an enforcement assessment for violation of the rule.

13. For safety and security reasons it is recommended that garage doors should be kept closed, except for when the garage is in use.

B. Architectural Standards

Except as otherwise provided in this Handbook, exterior modifications or additions are prohibited without the prior, written approval of the Board of Directors. The goal is to maintain a "uniform appearance" throughout the Condominium Property and to assure the use and application of the proper materials and workmanship. Please see Appendix "B" for further guidance.

C. Clubhouse and Fitness Room Use

Our clubhouse and fitness room are valuable amenities offered by our Association. To assure that Occupants have access to them, and they are used appropriately, some policies and procedures have been adopted by the Board of Directors. (Also see Appendices "G" and "H").

D. Pool

Our swimming pool is an amenity to be enjoyed by our Unit Owner/Occupants and their accompanied guests. For the reasonable safety and security of everyone, the Board of Directors has adopted policies and procedures that apply to the swimming pool and the area within the fence that surrounds the pool. (Also see Appendices "D").

E. Pond

1. Fishing, swimming, wading, skating, boating, or use of any floatable object are prohibited in the pond on the Condominium Property.

2. All signs in the area of the ponds must be adhered to.

F. Trash Collection

1. Trash pickup day is currently Monday, unless there is a legal holiday on Monday or Tuesday of that week, in which case trash pickup will be delayed one day. Trash containers, which are provided by the refuse hauling company, may be set out after 5:00 pm on the day preceding collection. It is recommended that no loose trash be placed inside the container as everything should be bagged.

2. Containers must be put away as soon as possible and no later than 9:00 pm on the day of collection.

3. All trash containers must be set out on the outer ring roads (Rose Hedge, Knotting Woods, Peppermill, Apple Ridge, or Flanders Field.)

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

5. Hazardous materials are prohibited from being placed in the trash container (the resident must dispose of these at designated and appropriate sites).

6. If trash will not fit into the container, it may be placed in a securely fastened plastic trash bag and placed on the curb next to your container on the scheduled pick-up day.

7. For large objects, call Local Waste Management to schedule a bulk pick-up. If payment is required, it will be at the expense of the Unit Owner.

Services Holiday Schedule

There will be no pick-up on the following holidays. If the holiday occurs on a Monday, service will run one day behind throughout the holiday week, beginning with services scheduled for the holiday.

- ☐ Memorial Day
- ☐ Independence Day
- ☐ Labor Day
- ☐ Thanksgiving Day
- ☐ Christmas Day
- ☐ New Year's Day

Any questions or to request large item pickup, contact Local Waste Management at Phone: 866-797-9018.

G. Snow Removal (Also see Appendix "F")

1. The Association provides reasonable snow removal services on all streets, access drives and driveways within the community to make streets passable during periods of snow.

2. For budgetary considerations, the Association will provide removal of snow of 5 inches or more from sidewalks.

3. After three inches of snowfall, all vehicles must be moved from the streets to facilitate snowplows.

4. When treating sidewalks for ice and snow this winter, please remember to use the correct product sparingly, to prevent damage to the concrete. Calcium Chloride ice melt products are the least damaging. All Ice Melt products can harm concrete, especially in large amounts. Concrete must be at least one year old before any Ice Melt is used.

H. Pets

Unit Owners, Occupants, and their guests are required to abide by the laws and local ordinances with respect to licensing, current vaccinations, caring for, and controlling pets. The Common Elements are for the enjoyment of all Unit Owner/Occupants. These areas cannot be enjoyed if animal waste is left on the grounds or pets are permitted to run uncontrolled. The following rules clarify the covenants and restrictions of the Association's Declaration and Bylaws regarding pets.

a. Pet owners are responsible for promptly cleaning up after their pets and disposing of animal waste appropriately.

2. Unit Owners may be assessed an enforcement charge for violation of these policies. Examples of nuisance behavior or behavior that creates a detrimental effect on the Condominium Property for the purposes of this paragraph are:

   a. Pets whose unruly behavior causes personal injury or property damage.

   b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any Unit Owner/Occupant at any time of day or night.

   c. Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash or in an animal carrier.

   d. Pets who relieve themselves on walls or floors of Common Elements.

   e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.

   f. Unit Owner/Occupants may have up to two commonly recognized household domesticated pets per Unit (i.e., two cats or two dogs or one cat and one dog, not to exceed two pets total).

3. Boarding of any animal is prohibited. Animals other than commonly recognized household pets, such as dogs, cats, birds, fish, or other animals approved by the Board, in its sole discretion, are not permitted to be raised or kept anywhere on the Condominium Property.

4. Pets must not be bred or maintained for commercial purposes.

   a. Pets must be on a hand-held leash and accompanied by the owner (or a designated responsible party) at all times while in the Common Elements, except as provided below.

b. Pets are prohibited from being tethered in the Common Elements. The Unit Owner must be physically present if a pet is tethered in a limited common area.

c. Unit Owners are solely and exclusively responsible for the actions of their pet(s) or the pet(s) of anyone residing in or visiting their Unit, including property damage and/or injury to another person. Unit Owners are responsible for the costs of any damage to the Common Elements caused by such pet(s), including, but not limited to, the cost of replacing grass, bushes, or other landscaped areas.

d. Animal pens or houses are not permitted in the Common Elements or Limited Common Elements.

e. Unit Owner, Residents and/or Occupants are prohibited from putting out corn, salt blocks, or any other food items for any animals, except for bird feeding (not waterfowl).

I. Sales and Commercial Activity

1. Except as expressly permitted by Declaration Article III, Section two(a), commercial activity is not permitted anywhere on the Condominium Property. This is private property, which means that a solicitation permit of any kind is not permitted on the Condominium Property. Any such solicitors are trespassing.

2. Unit Owner/Occupants are permitted to use their Unit to conduct personal business if such business does not involve clients or customers coming to the Unit or anywhere on the Condominium Property, and otherwise complies with Declaration Article III, Section2(a).

3. Any activities that invite or encourage strangers to come onto the Association's Common Elements for commercial purposes are strictly prohibited including, but not limited to, the following:

   a. Garage Sales (except for a Board-approved community-wide event)
   b. Yard Sales
   c. Tag Sales
   d. Auctions/Online Auctions

   Due to the potential liability exposure involving business invitees entering the Condominium Property, as well as for the reasonable safety of Unit Owner and Occupants, violation of the above rules regarding conducting prohibited sales and commercial activity on the Condominium Property may subject the violating Unit Owner(s) to a significant enforcement assessment of up to $500.00, in addition to all other remedies available to the Association.

V. Unit Owner's Exterior Guidelines and Responsibilities

As Unit Owners, we care not only about the interior of our Units, but also the

exterior appearance. While the Association is responsible for many exterior components, the Unit Owners also have some flexibility to tailor the building exterior to make their Unit their home. Unit Owners may make improvements to the Unit's landscaping or certain other exterior improvements, provided that those modifications are consistent with the architectural standards of the Association, strictly adhere to any Board-approved standards and procedures, and have obtained prior, written Board approval. These rules and regulations are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise with regard to the exterior of the buildings. All decisions by the Board will be documented and maintained in the Association's Board meeting minutes' records. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify, or otherwise amend the rules and regulations as it deems necessary for the health, safety, and comfort of all Unit Owners.

A. Exterior Modifications

If an Owner or Occupant wishes to make ANY modification that is visible from the outside of the Unit, the Owner must contact the Property Manager prior to any work commencing to determine if Board approval is required and what procedures and specifications may apply. This includes, but is not limited to A/C unit sizes, windows, doors, landscaping, etc. (Also see Appendices "B" and "M").

B. General

All Unit Owners and/or Occupants are encouraged to keep the area surrounding the Unit free from trash, paper, and other debris. They are encouraged to do routine outdoor housekeeping, such as sweeping the porch and walks, and cleaning the glass lenses in the exterior porch lamps and coach lamps. They are also responsible for keeping the exterior (and interior) of all windows, screens, doors clean and in good repair.

C. Storage

1. All landscaping equipment, such as lawn hoses, sprinklers, etc., must be removed from the Common Elements, driveways, and walkways no later than November 1st.

2. Garden hoses, when not in use, must be stored inside the garage or kept in the Limited Common Elements immediately next to the Unit's outdoor water spigot from April 1 to November 1.

3. All other personal property, such as lawn chairs, tables, and other furniture rated for outdoor use, recreational equipment, including, but not limited to, bicycles, cooking grills, storage containers, etc., must be kept inside the garage when not in use.

4. Outside spigots must be turned off during winter months and/or prior to the first freeze of the season.

D. Items attached to any building or structure.

1. Nothing may be hung, displayed, affixed to, or placed upon the exterior walls, doors, fences, roof, or other exterior building element without the prior, written authorization of the Board, or without specific permission granted by this document. Such items include, but are not limited to, signs, canopies, awnings, shutters, or any other hook, device or ornament. **(Also see Appendix "B")**

2. Except as otherwise provided, commercial signage of any kind is not permitted to be displayed on the Condominium property, with the exception that:

    a. Two alarm system signs are permitted per Unit, provided that the sign is no larger than 10 inches in diameter and must be free-standing and placed in a mulched area immediately in front of the Unit and/or in the sunroom/bedroom area and not attached to the Unit

    b. Decals for the purpose of fire, security, oxygen, or other emergency services, not exceeding 10 square inches, may be placed on the interior or exterior glass surface of the Unit's windows.

E. Decorations Permitted

1. One seasonal wreath or decoration on the front door that is no larger than 30 inches in diameter, width, height, or length is permitted.

2. Seasonal lights and decorations that are rated for outdoor use are permitted to be placed in or on the Limited Common Elements, provided that the decorations are not affixed to the structure or building exterior in such a manner that requires any penetration of the exterior building surfaces, and the decorations do not damage or discolor the Limited Common Element buildings, gutters, or siding. In other words, the decorations may only be displayed on the building exterior if they are secured by suction device, ties, or other form of banding. Inflatable decorations are prohibited. Any such device for hanging decorations must be removed from the building when the decorations are removed.

3. Winter holiday decorations may not be displayed before Thanksgiving Day and must be removed by no later than the 15th of January of the following year. Porch light fixture bulbs may be red or green between Thanksgiving Day and January 15 of the following year.

    a. For any other holiday that occurs outside of the time period between Thanksgiving Day and January 15, Unit Owner/Occupants may display decorations, provided that the decorations comply with the guidelines outlined in Paragraphs 1 and 2 of this Section, and that the decorations must not be displayed more than two weeks before or two weeks after the holiday.

F. Landscaping (Also see Appendix "B")

1. The Association provides extensive landscape services and maintenance to the Condominium's Common and Limited Common Elements.

2. The Board has pre-approved some plants for use in established mulch beds. See **Appendix "M"** for details. Except as expressly authorized by this Handbook or the Declaration, all other changes to the landscaping must be approved by the Board prior to commencement of work. This includes, but is not limited to, planting any nonapproved trees or shrubs and adding or modifying any mulched beds. An Application for Exterior Modification along with detailed design drawings must be submitted to the property manager and approved by the Board, in writing, before any such work can commence. Our property manager will provide all the necessary information on the process and any other requirements.

3. The landscapers receive their work direction from the Management Company; therefore, Unit Owner and/or Occupants are prohibited from giving instructions to or stopping the Association's landscaper or the landscaping company's employees when landscape services are being performed. Any comments, requests, or suggestions related to landscaping services must only be made through the Management Company.

4. A Unit Owner and/or Occupant is permitted to install stepping stones of matched color, texture, quality, and design in the mulched beds in the Limited Common Elements immediately adjacent to unit's exterior water faucet.

5. Flowers:
   a. Annuals and perennials may be planted in mulched beds immediately adjoining each Unit, so long as all plantings comply with this Section.

   b. Flowers are not permitted to be planted in mulched beds around trees in Limited Common Elements, utility boxes, or other mulched bed(s) not otherwise explicitly permitted in this Handbook.

   c. Vegetables, vines, and invasive plants, including, but not limited to, most ground covers and ivies, are not permitted in the Common Elements or Limited Common Elements. EXCEPTION:
      - Up to **three** vegetable plants in containers or planters are permitted.

   d. Flowers must not be attached to nor be allowed to attach themselves to fences or buildings. Flower containers are not permitted to be attached to fences or buildings.

   e. Up to two trellises are permitted in the Limited Common Elements.

   f. Maintenance of all flowers is the responsibility of the Unit Owner and

includes:

i. Weeding in all bed and containers

ii. Maintaining the appearance of all flowers planted during the growing season

iii. Removing annuals and cutting back perennials at the end of growing season (the first killing frost) or as flowers die off

iv. The extra maintenance required for perennials, including dividing, to keep them presentable and off sidewalks.

g. Flower beds not properly maintained, weeded, or tended to during and at the end of the growing season are subject to removal by the landscaping company at the Unit Owner's expense.

h. Flowers, either annuals or perennials, planted beyond the limits specified by the above policies are also subject to removal in the same manner specified above.

i. Artificial flowers, plants, or bushes of any kind are prohibited in the Common Elements or Limited Common Elements.

6. A maximum of five Shepherd's hooks (one or two arms) for either bird feeders or plants/flowers may be placed in the Limited Common Elements and are to be included in the total number of planters. The Shepherd's hook must be kept vertically straight and are to be removed when not in use.

7. Bird feeders are permitted to be hung on a shepherd's hook in the Limited Common Elements and not attached to any other structure; bird houses are not permitted. All debris below the bird feeder must be cleaned up regularly and any weeds below the feeder (from the bird seed) must be removed regularly by the Unit Owner or Occupant.

8. Each Unit may have up to **six pots** (flowers and/or plants) total in the Limited Common Elements adjacent to their Unit, with a maximum of up to **three pots** placed on porches (including vegetable plants). Potted plants cannot exceed a height of four feet (combined height of plant and pot).

9. Soaker hoses (black, dark brown, or dark green) may be left out between April 1 and November 1, if hidden in the mulch. Soaker hoses should only be used for a maximum of 15 minutes three (3) times per week and must be on a timer to prevent dampening surrounding asphalt.

G. Doors (Storm, Garage, Front-Entry)

1. Repair and replacement, and maintenance of all exterior doors is the responsibility of the Unit Owner, **except painting**. All exterior painting will be done by the association.

2. The board has pre-approved an appropriate storm door for use. Refer to **Appendix "M"** for details. Replacement of another type of storm door or any other exterior door must follow procedures to obtain Board approval. You must contact our property manager before proceeding to ensure that you are aware of and adhere to any approved standards and procedures or any approval process that must be followed. See **Appendix "B"** for more information.

H. Windows

1. Repair, replacement, and maintenance of all window systems, including the glass, the sash, the screens, and the hardware of the window is the responsibility of the Unit Owner.

   a. Before repairing or replacing any window or window component, contact our property manager to be sure that you are aware of and adhere to any approved standards and procedures or any approval process that must be followed. See **Appendix "B"** for more information.

I. Light fixtures

1. For safety and uniform appearance, the only light bulbs that may be used in any exterior light fixture on any building (porch ceiling light or coach lamps by the garage) are:

   a. 60-watt equivalent; "soft white" bulbs are preferred – color temperature of 2700K(Kelvin)

   b. Incandescent or CFL bulbs are permitted

   c. Blue bulbs may be used in garage carriage lights. Red or green bulbs may be used in garage carriage lights during the Christmas holiday decoration timeline.

   d. Yellow and Halogen bulbs are prohibited

   e. A Motion-Sensor Light requires the approval of the adjacent unit owner and can only be placed in the soffit area between the air conditioners or outside of the bedroom window; cannot be set for continuous dusk to dawn lighting. An additional motion-sensor light can be placed in the mulch bed area nearest the living room window. See **Appendix "M"** for the approved light.

2. The Board has approved a "Carriage" light fixture for use next to the garage door. See **Appendix "M"** for details. The carriage lights are black in color and will need

to be replaced or painted to maintain the black color.

3. Ceiling fans are permitted on porches to replace existing light fixtures, but cannot hang lower than the soffit.

J. Satellite Dishes

1. Satellite dish installation within the Limited Common Elements, requires advance notification to the Board and is subject to certain restrictions. Please refer to **Appendices "B & C"** for the Satellite Dish Installation Rules & Guidelines and the required agreement form.

2. Board approval is required for satellite dishes installed in the Limited Common Element in accordance with these policies and rules, but the Board requires notice of at least 14 calendar days prior to installation (before the Unit Owner places an order for a flagpole or a satellite dish) to assure that the Unit Owner is fully aware of the Association policies and rules, including any reasonable restrictions on items to be installed within the Limited Common Elements. Contact our property manager for any limitations or restrictions that may apply.

K. Other Personal Property

1. Units are permitted to have patio furniture outside on their porch which is an appropriate size that does not block the doorway entrance.

L. Flags

1. Displaying flags is encouraged, but there are some reasonable restrictions.
   a. One standard-size flag (not to exceed 3' by 5'), that is not obscene or vulgar, is permitted to be displayed in the Limited Common Element.

   b. The installation of a free-standing flagpole in the ground or anywhere in the Common Elements is prohibited.

   c. The location of the flag must not interfere with the use of any walkways and must not obstruct the view of any driveways for motorists or pedestrians.

2. The mounting hardware is to be attached only to the trim by the garage or living room window, not to the siding, stucco or any other part of the building.

   a. The hardware must be rust-proof and mounted in such a manner to prevent damage of any kind to any exterior part of the building. Unit owner is responsible for any damage to the exterior of any building resulting from displaying a flag.

M. Windows and Window Coverings

1. All interior window coverings must be white, off-white, light beige, or light gray on the entire exterior side that can be seen from outside the window. This applies to all window coverings including, but not limited to, draperies, curtains, valances, vertical blinds, and horizontal blinds. Any other window covering must have prior, written approval of the Board.

2. No items shall be affixed to the windows, except as noted in paragraph N. below. This includes, but is not limited to signs, antennas, stained glass, art, etc.

N. Signage

1. Signs are prohibited from being hung or displayed from inside the windows, except for one professionally prepared "For Sale" sign, or security alarm decals, which are addressed in Handbook Article V, Paragraph D.

   a. A maximum of one sign may be displayed in any Unit window.

2. Real estate signs are prohibited in any portion of the Common Elements with the exception of no more than three professionally made "Open House" signs on the day of the open house and strictly within the hours of that event.

O. Grills

1. In accordance with the Ohio Fire Code, gas grills or any other type of open flame devices are prohibited to be used within 10 feet of a multi-family building. Due to insurance restrictions, charcoal burner grills are not permitted to be used anywhere on the property.

P. Fires

1. Any open fire is prohibited anywhere on the Condominium property. Propane firepits are permitted but are prohibited to be used within 10 feet of a multi-family building. Any other type of firepit is prohibited.

2. Any kind of enclosure for the purpose of containing a fire is prohibited anywhere on the Condominium property.

3. Properly installed and functioning gas fireplaces may be used per the manufacturer's instructions within the living room of a Unit.

Q. Prohibited Items

1. The following items are not permitted in the Common Elements or Limited Common Elements:

   a. Additional address numbers

   b. Awnings

   c. Birdhouses

d. Canopies, tents, camping equipment
e. Clotheslines
f. Cypress mulch
g. Electric insect killers
h. Garden hose hangers
i. Inflatable decorations
j. Laundry pole stands
k. Mounted hose reels
l. Spotlights
m. Storage cabinets or sheds
n. Swing sets
o. Windsocks
p. Wall plaques (including name plates)
q. Yard signs that are not expressly authorized by this Handbook or the Declaration
r. Wind Chimes (if exceeds ½ inch in diameter or 12 inches in length)
s. Artificial flowers, plants, or bushes
t. Bird baths
u. Antennas (usually flat panels) attached to windows

2. The following items are prohibited <u>except</u> within Limited Common Elements:
   a. Garden ornaments (including **1** statuette, rock, steppingstones, etc.)
   b. Solar powered lighting

3. Nothing may be hung outside of the unit, including, but not limited to, laundry, towels, swimsuits, rugs, and floor mats.

VI. Unit Owner's Interior Guidelines and Responsibilities

A. Maintenance, Repair, and Replacement Responsibility

Unit Owners are responsible to maintain, repair, and replace the components of their Units. Generally speaking, the Units are defined as everything from and including the Unit's perimeter drywall inwards. (Also see Appendix "A") This responsibility includes, but may not be limited to:

1. Plumbing problems within the Unit, including pipes located outside the Unit, which only serve that Unit.
2. Electrical problems with all metered circuits within the Unit, or other lines, wires, or conduits that only serve that Unit, even if those lines or wires are located outside the bounds of the Unit.

3. Heating and air conditioning systems. See Appendix "B" for replacement details.
4. Exhaust and ventilation systems (except exterior dryer vent).
5. Television, radio, or cable service connections.
6. Vermin and pest control within the Unit, including wasps, ants, spiders, termites, roaches, mice, and all other insects.
7. All windows and doors serving the Unit; all light fixtures, appliances, other fixtures located within the bounds of the Unit and serving only that Unit and the air conditioning compressor/condenser unit (even if located outside the bounds of the Unit); interior molding and trim; personal property; and insulation located within the bounds of the Unit.
8. All other Unit components, including drywall, as outlined in the Declaration Article V, Section 2.
9. Repairs and painting within the Unit.
10. Costs to relocate or repair fire/smoke alarms or detectors within the bounds of the Unit.
11. Coverings to walls, floors, and ceilings.
12. Interior Dryer vents and their cleaning. However, the Association is responsible for the cleaning of exterior Dryer vents and maintaining the dryer vent cap installed on the roof.
13. Outside water spigots are to be turned off during the winter months.

B. Modifications

1. Unit Owners are responsible for maintaining all Unit Owner installed items.
2. The movement of interior walls that do not contribute to the supporting structure of the building or that do not contain Common Element utility lines, pipes, wires, or ducts does not require the Board's prior approval.

C. Unit Restrictions

1. Activity that might cause damage to lawns, landscaping, buildings, pavement, or other personal property is prohibited on the Condominium Property. If damage is caused to any Common Elements, Limited Common Elements, or another Unit Owner's property due to actions of a Unit Owner, their household pet, guest, or Occupant, the Unit Owner will be responsible for repairs and/or charges as determined by the Board of Directors and/or the Management Company.

2. Unreasonable noises or actions (e.g.: loud music, barking dogs, wind chimes), or any other nuisance or illegal activity are prohibited. All physical or verbal abuse is prohibited. Noxious or offensive activities are prohibited from being conducted in any Unit, or upon the Common or Limited Common Elements, neither will any Unit be used in any way nor for any purpose that may endanger the health of or unreasonably disturb

any Unit Owner and/or Occupant.

3. Except as otherwise specifically provided in the Declaration, Units are not permitted to be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental to this purpose; provided, however, Units are prohibited from being used as a rooming house, group home, commercial foster home, or fraternity/sorority house, or any similar type of lodging, care, or treatment facility. Occupants are, however, permitted to maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), make professional telephone calls or correspondence, in or from a Unit.

D. Vacant Unit (Also see Appendix "K")

1. If you are no longer residing in the Unit or are absent from your Unit for more than two weeks at a time, an alternate address and phone number must be provided to the Management Company for emergency purposes.
2. Whether the Unit is vacant or is temporarily unoccupied for 72 hours or more, the temperature within the Unit must, at all times, be set above 55 degrees Fahrenheit and the water for that Unit turned off to help prevent freezing pipes and water damage to that Unit, neighboring Units, and the Common Elements. If a Unit Owner fails to maintain adequate heating to the Unit, the Association has the right, but not the obligation, to activate the utilities and supply heat to the Unit, and charge the cost of said activation, utilities, and heating to the Unit Owner.

VII. Unit Owner's Financial Guidelines and Responsibilities

A. Association Assessments

While the Board is responsible for setting the Association's budget, each Unit Owner is responsible to pay his/her assessments on a monthly basis and on time. Consequently, the Board has adopted an aggressive collections policy to reasonably ensure Unit Owners pay their condominium fees in a timely manner, and so the other Unit Owners are not unduly burdened by a neighbor's nonpayment.

1. Collection Policies

One of the many advantages of living in a community association is sharing with other Unit Owners the costs of certain maintenance, repairs, and amenities that are often too expensive for a single-family homeowner. All Villas at Rocky Fork Unit Owners are legally bound to share those costs.

KEEPING UP OUR END OF THE BARGAIN

To adequately maintain our community, state statutes and our governing documents give Villas at Rocky Fork's Board of Directors the authority to impose and collect assessments and other allowable charges from Unit Owners. In fact, the Board of Directors owes a duty to all Unit Owners to make sure everyone pays their assessments on time. The Board of Directors has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

2. Assessments

The term "assessment" refers to any amount a Unit Owner must pay to Villas at Rocky Fork. Among the charges it includes are regular annual/ monthly assessments, special assessments, enforcement assessments, late fees, common element repairs, and any other fees, interest, or charges imposed under this policy.

3. Where to send payment

Send all payments to the management office:

Villas at Rocky Fork Condominium Association
c/o Condo Management of Columbus
PO Box 28249
Columbus, OH 43228

4. When assessments are due

Annual assessments are due the first day of January and apply to that calendar year. For convenience, Unit Owners may pay their annual assessments in equal monthly installments on the 1st day of each month via personal check or using ACH withdrawal; contact the property manager to set up. Unless otherwise stated, other assessments are due on the first day of the month following notice of Unit Owners' obligation to pay. If a Unit Owner does not pay in full any assessment by its due date that payment is delinquent.

5. Late payments

Once an assessment is delinquent, Villas at Rocky Fork may take any or all of the following actions:

a) **Accelerate the balance for the rest of the year**

If payment is not received by the due date, Villas at Rocky Fork may send a written delinquency notice to the Unit Owner within 15 days of the due date. If Villas at Rocky Fork does not receive full payment of the amount owed within 10 days of the date on that notice, the Association reserves the right to demand the

delinquent Unit Owner to pay the entire remaining balance of the annual assessment immediately.

b) **Late fees and interest**

An administrative late charge of $25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to change upon further notice.)

c) **Returned check fees and bank charges**

In addition to any late fee that may be applicable, for each check to Villas at Rocky Fork that is returned by a bank for any reason, the Unit Owner who wrote the check shall pay any related bank charges that Villas at Rocky Fork incurs because of the returned check. These charges will be treated as assessments.

d) **Suspend privileges**

i. If an account contains delinquencies, voting privileges will be suspended until full payment is received.

ii. Use of Clubhouse, pool or fitness room will be denied until the Unit Owner is current.

e) **Account referred to an attorney**

Villas at Rocky Fork may, in its sole discretion, refer a delinquent account to an attorney for further action. The attorney may do any or all of the following:

1. File a lien against the unit in accordance with state law
2. File a lawsuit to collect the amount owed
3. Foreclose on the property
4. Take any and all other appropriate legal action.

f) **Attorney's fees and costs of collection**

The delinquent Unit Owner shall be responsible for all of Villas at Rocky Fork's attorney's fees and costs of collection, including court costs. These charges will be treated as assessments.

6. Crediting late payments

All delinquent accounts remain delinquent until paid in full. No partial payments will waive Villas at Rocky Fork's right to pursue full payment and/or to enforce the provisions of this policy. Villas at Rocky Fork will apply partial payments to the outstanding balance in the following order:

a. Interest owed to the Association
b. Administrative late fees owed to the Association
c. Collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the assessment; and, finally,
d. Oldest principal amounts owed for assessments, enforcement or

other assessments, and any other individual assessments charged to the account.

7. Notices, payments, and consequences of nonpayment

Unless otherwise required by law, all notices will be sent by first-class mail, postage prepaid, to the delinquent Unit Owner's address as shown in Villas at Rocky Fork's books and records on the date the notice goes out. All amounts due must be paid in full before the notice period expires. If the notice period expires without full payment, the consequences set forth in the notice and/or in this policy shall apply.

B. Insurance

While the Association maintains insurance on the Condominium Property, the Unit Owners also are responsible to maintain insurance on their Units as follows:

1. *Property Insurance* – While the Association's insurance policy insures our buildings, insurable events inside of your Unit under the Association's deductible are the Unit Owner's responsibility. To protect against very high condominium premiums and to help manage claims effectively, the Association's deductible is $50,000 (or current deductible amount). As a result, **Unit Owners should have a minimum of $50,000 in building coverage.** Many insurance policies refer to this as "Building Property" and "Loss Assessment" coverage. This amount covers the smaller, routine claims and damage, such as water damage or a kitchen fire. The Association's insurance, on the other hand, covers major events to the Units and Common Elements, such as a building fire or tornado destruction.
2. *Personal Property Insurance* – As a Unit Owner, you should also obtain insurance on your personal property. Often referred to as tenant's insurance, this insurance covers your personal belongings in the event of vandalism or a casualty event. The amount of insurance necessary will depend on the value of your personal property, including furniture, clothes, electronics, jewelry, and furnishings.
3. *Liability Insurance* – In today's litigious society, it is strongly recommended that Unit Owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit, your liability insurance may cover the cost of the injury and any damages. **Many insurance agents recommend that Unit Owners have at least $100,000.00 in liability insurance**; however, you should contact your own agent to determine the best amount for you.

C. Utilities

Unit Owners are responsible for the maintenance and payments of their own gas, electric, cable television, and telephone service, and for calling to initiate service on the date of possession.

D. Property Taxes

Unit Owners are responsible to pay all Franklin County property taxes. Your property taxes not only reflect the value of your Unit, but also your undivided percentage of interest in the Condominium's Common Elements.

E. Sale of a Unit

1. As stated above in Handbook Article V, Section N (1), one professionally prepared "For Sale" sign is permitted on the interior side of the window of a Unit that is not in excess of nine square feet in size.

2. Within 15 days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer. It is the Unit Owner's responsibility to make certain all Condominium assessments are current.

3. At the same time as above, the NEW Unit Owner must provide the following:

    a. Names of all Occupants.
    b. Home and business mailing addresses.
    c. Home and business telephone numbers.
    d. Any change in the information required must be provided to the Board within 30 days of the change.
    e. Emergency contact information for all occupants within the Unit.

4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

5. The seller is responsible for providing the following information to the buyer:

    a. A copy of the Declaration and Bylaws, and any amendments.
    b. A copy of the Association Handbook.
    c. Unit door access key and garage door key(s) and pool gate key and identification wristbands.
    d. Garage door opener remote(s).
    e. Mailbox key.

F. Leasing a Unit to a Tenant

1. The leasing of units is subject to a 50 percent cap on the number of units to be leased.

2. The number of units one owner can own is limited to 10 percent of the total units.

3. Leasing or sub-leasing a Unit for transient or hotel purposes, which is defined in Declaration Article III, Section 2(h) as providing hotel, laundry, and similar services, or renting less than the entire Unit, is prohibited.

4. The Unit Owner must provide the Management Company with a copy of the lease for review before it is signed. The following information must also be provided before the tenant takes up residence:

   a. Term of the lease.
   b. Full name of the tenant(s).
   c. Names of all Occupants of the Unit.
   d. Home and business telephone numbers of tenant(s).
   e. Dates of birth of all Occupants (Proof is required).

5. The Unit Owner is responsible for making the tenant aware of, and providing them a copy of this Handbook, including any amendments or other changes.

6. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or this Handbook. The Unit Owner is also responsible for enforcement assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.

7. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and this Handbook.

VIII. Enforcement Procedure

A. Your Board and Property Management Company do not want to be in the position of having to police our Community. By following the rules of our Community, everyone will be promoting safety, increased property values, well-being among our neighbors, visitors, and pride in our community. The Unit Owner is responsible for any violation of the Declaration, Bylaws or Rules ("Governing Documents") by the owner, guests, or the occupants, including tenants, of his/her Unit.

B. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner.

C. All costs for extra cleaning and/or repairs to the common elements or other

property stemming from any violation will be charged to the responsible owner's account.

D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

E. Prior to the imposition of a charge for damages to the common elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be served upon the alleged responsible owner specifying:

    a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.

    b. A description of the property damage or violation.

    c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment.

    d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. To request a hearing, the owner must mail or deliver a written "Request for A Hearing" notice, which must be received by the Property Manager or Board not later than the tenth day after receiving the notice required by Item 1 above.

    a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.

    b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any charge for damages enforcement assessment imposed within 30 calendar days of the hearing.

3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

4. Listed below are the costs of failing to be a good neighbor and ignoring our Community rules:

    i. 1st offense/violation - Letter with description of the violation, date correction must be taken by and the amount of fine if the violation is not corrected.
    ii. 2nd same offense/violation – Letter + $50 assessment
    iii. 3rd – Letter + $100 assessment
    iv. 4th – Letter + $200 assessment
    v. 5th – Letter + $300 assessment with notice attorney will be notified to pursue

        a) Your Association's Board of Directors have the authority to deviate from the collection actions stated above and to also take any action allowed under Ohio law, the Condominium Act, the Declarations and Bylaws for the Villas at Rocky Fork Condominium Association.

APPENDICES

APPENDIX "A"

Maintenance Responsibility Chart

This "Maintenance Responsibility Chart" is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is listed in this "Maintenance Responsibility Chart" and the recorded documents, the terms of the Villas at Rocky Fork Condominium Association Declaration and/or Bylaws will govern.

Responsibility Key:

A = Association

A* = Association, however Owner responsible for portion of the Association's deductible for his/her/its portion of insurable damage.

O = Owner

DESCRIPTION		MAINTENANCE	CLEANING
Light Fixtures:			
Interior Garage Lights		O	O
Common Element Lights		A	A
Exterior Garage, Porch Light, and Bulbs		O	O
Interior Light Fixture and Bulbs		O	O
Other Electrical:			
Transformer to Meter Box Wiring		A	A
Meter Box to Unit Circuit Box Wiring		O	O
Unit Circuit Box		O	O
Unit Circuit Box Wiring to Outlets, Etc.		O	O
Interior Outlets, Switches, Fixtures, Etc.		O	O
Exterior Outlets on Unit's grid		O	O
Circuit Breakers		O	O
Doorbell Wiring		O	O
Exterior Doorbell Button		O	O
Alarm Systems		O	O
Unit Serving Telephone Wiring and Jacks		O	O
Multiple Unit Telephone Wiring		A	A
Garage Doors:			
Springs, Wheels, Tracks & Weather-stripping		O	O
Electrical Openers		O	O
Physical Door		O	O
Exterior Painting of Door		A	A

DESCRIPTION		MAINTENANCE	CLEANING
Entrance Doors:			
Glass, Locks, Weather-stripping		O	O
Physical Door		O	O
Handles, Knobs, Locks		O	O
Exterior Painting of Doors		A	A
Storm/Screen Door		O	O
Frames, Sashes, Thresholds, Jambs		O	O

Windows:			
Glass- Breakage, Leaks, Mullions, other		O	O
Mechanism – Locks, Operators, Balances, etc.		O	O
Exterior Wood Frames		A	A
Window and Door Trim and Caulking		A	A
Interior Casing & Frame		O	O
Weather-stripping & Screens		O	O
Handles, Knobs, Locks		O	O
Kitchen Items:			
Appliances Including Switch, Wiring & Plumbing		O	O
Kitchen Cabinets		O	O
Kitchen Plumbing Including Faucets		O	O
Hood and vent Fan		O	O
Exterior Dryer Vents		A	A
Roadways and Drives:			
Pavement of Roads, driveways, curbs, & parking areas		A	A
Snow Removal – Roads		A	A
Snow Removal – driveways & access drives		A	A
Walls, Ceilings & Floors (For Additional Clarification, please see – Article V, Section 2):		O	O
Interior Surfaces and Interior and Perimeter Walls		O	O
Structural Support and Exterior Walls		A	A
Ceiling Structure		A	A
Ceiling Covering		O	O
Floor Structure (concrete slab)		A	A
Floor, Wall, and Ceiling Coverings		O	O

Furnace & Air Conditioning & Chimney(s):			
Furnace, Humidifier, Filters, Air Cleaners		O	O
Heat Ducts, Registers		O	O
Air Conditioning Coil & Outside Unit		O	O
Fireplace(s)		O	O
Interior Flue(s)		O	O
Exterior Surface-stone-siding, etc.		A	A
Chimney Cap		A	A
Chimney Flue Caps		A	A
Chimney Flue Screens		A	A

DESCRIPTION		MAINTENANCE	CLEANING
Plumbing & Gas Lines			
Sanitary & Storm Sewer from Unit to Main		O	O
Interior Sanitary Drains		O	O
Main Supply Water Line to Unit		A	A
Main Water Supply Line Shut Off Valve		A	A
Unit Water Shut Off Valve		O	O
Other Water Lines in Walls and Ceilings serving only that Unit		O	O
Exterior Water Spigots			
Interior Unit Faucets, Valves, Toilets, Other Fixtures			
Main Gas Supply to in Line Shut Off			
Roofs and Gutters:			
Shingles and Flashings		A	A
Gutters and Downspouts		A	A
Miscellaneous:			
Roof Vents, including dryer vents		A	A
Attic Insulation		O	O
Repair Entrance Porch (concrete)		A	O
Repair Garage Floor (concrete)		O	O
Sidewalks, masonry		A	O
Exterior trim/siding		A	A

APPENDIX "B"

Important Exterior Modification Information

The Association's Policies & Rules state that prior written authorization of the VRF Board must be obtained for any and all exterior changes, modifications, replacements, etc. To obtain approval, specific plans and specifications must be provided along with the appropriate Exterior Modification Approval Request form signed by the Unit Owner. The list of items covered by this requirement includes, but is not limited to, the following:

- Windows, windowpanes, screens
- Front door
- Garage door
- Outside water spigots (faucets)
- Landscaping
- Satellite dish installation in any Common Element
- Any other exterior addition, repair, maintenance, improvement, or modification

Note: Please refer to **Appendix "M"** for a list of board pre-approved exterior modifications not requiring this approval process.

Failure to obtain prior written authorization, failure to adhere to the approved plan, or failure to use approved materials or colors is prohibited. The Unit owner will be financially responsible for correcting the situation.

Residents/owners are prohibited from attempting to make any kind of maintenance or repair on the exterior of the building in which their Unit is located. This includes, but is not limited to, painting, caulking, porch fixture replacement, concrete repair, asphalt repair, etc. Any exterior maintenance or repairs attempted to be made by a resident/owner are subject to an enforcement assessment in addition to assessing the Unit owner for the cost of re-doing those repairs according to Association standards. There are a few exterior items unit owners are responsible for repairing and replacing such as the porch and garage lights. Refer to Appendix A for details.

If you have any questions or concerns please contact the Management Company prior to beginning any of these projects.

Exterior Modification Application

Villas at Rocky Fork Condo Association

Remit to:

Condo Management of Columbus
PO Box 28249 Columbus, OH 43228
614-488-7711 (phone) x 339

Owner Applicant's Name:

Unit Address:

Phone - Home: ( ) Work: ( ) Cell: ( )

DESCRIPTION & SPECIFICATIONS:

Expected Completion Date:

As of the approval date of this application, I accept full responsibility for the altered area, and I agree to maintain it in a safe and presentable condition.

By my signature, I understand, and accept, any and all liability associated with the addition of motion-sensor lighting, and motion/video doorbell.

Owner's Signature & Date _____

Diagram:

APPENDIX "C"

Satellite Dish Policy & Procedures

Installation of satellite dishes in any Common Element is prohibited without prior, written approval of the Board of Directors.

Installation of satellite dishes in the Limited Common Elements is subject to prior notification to the Board and adherence to reasonable restrictions as reflected in the following pages. This will assure that the Occupant and/or Unit Owner is aware of and will comply with the reasonable restrictions required in such an installation.

1) Satellite Dish/Antenna Installation Rules and Regulations

2) Notification form (following pages) must be completed and submitted to the Property Manager at least 14 days prior to desired installation

3) Notification form must be signed by the Unit Owner

Satellite dishes which are no longer being used by the Unit Owner/Occupant **must be removed**

SATELLITE DISH/ANTENNA INSTALLATION RULES AND REGULATIONS

1. ACCEPTABLE SATELLITE DISHES-One direct broadcast satellite ("DBS") and one multipoint distribution service antenna("MDS") one meter (approximately39") in diameter or less, and one antenna designed to receive television broadcast signals (herein after referred to in the entirety as "dish"), per Unit, are permitted. Additional dishes may not be installed unless the Unit Owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes will be no larger nor installed any higher than is necessary for reception of an acceptable quality signal.

2. LOCATION OF INSTALLATION - All dishes must be installed as noted on the Exterior Modification Form.

3. INSTALLATION OF SATELLITE DISH

a. A dish must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions.

b. All installations will take aesthetic considerations into account. There will be a minimum of exposed wiring on the exterior of the Unit, which wiring will be buried in the ground (if applicable) and will enter the Unit at the point closest to the installation location of the dish. Any portion of the dish, mast, and wiring that are visible from the street or a neighboring Unit will be painted to match the color of the structure they are adjacent to or attached to unless otherwise camouflaged, shielded, or screened as provided for in Paragraph 3c. Dishes are not permitted to bear or display any visible logos or advertising.

c. All contracted for installers must maintain general liability insurance, including completed operations, of at least $1,000,000.00 and Workers' Compensation coverage.

4. MAINTENANCE

Dish owners are exclusively responsible for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance, repair, or replacement of those portions of the Condominium Property for which it is responsible), or remove dishes or any related materials, including, but not limited to, screening materials, structures, or other items associated or appurtenant to the dishes; for the repair of all damage to any portion of the Condominium Property (including, but not limited to, all Common Elements and Limited Common Elements) caused by the installation, maintenance, repair, replacement, or removal of dishes(including, without limitation, excessive wear and tear to any portion of the Condominium Property, as solely determined by the Board); and, to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance, repair,

replacement (or lack thereof), or removal of the dishes.

a. Unit Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit Owner's expense after 72 hours, or at any time if the detachment threatens the safety of persons or property.

5. DISH & MAST – Dish size, round or oval, must be no larger than 24x34. Mast height may not be higher than 5 feet.

6. NOTIFICATION AND WAIVER - The attached notification and waiver, along with a drawing of the proposed dish installation location, height, and screening materials, **must** be submitted to the Board prior to any installation.

7. SEVERABILITY-If any of the foregoing guidelines and rules or provisions are declared void, such provision will be deemed severed from these guidelines and rules, which will otherwise remain in full force and effect.

NOTE: The above guidelines are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision-making process. As with any Board-promulgated rule, the Board reserves the right to add to, delete, modify, or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all Occupants.

The Property Manager can provide you with the Satellite Dish Installation Notification Form to be completed, signed by Unit Owner and submitted to the Property Manager at least 14 days prior to the desire installation date.

Villas at Rocky Fork Condominium Association

Notice to Install Satellite Dish/Antenna on Limited Common Elements and Waiver Agreement

Unit Owner Name(s)_____

_____Address:_____

Telephone(Day): _____Telephone(Evening):_____

_____Type of Dish:_____Direct broadcast satellite

Diameter in inches_____Company Performing Installation:_____

***NOTE*: A detailed drawing of proposed installation plan must be attached to this form when submitted**

Desired Installation Date:_____(At least 14 days after this form is

submitted) please indicate the method of Installation:_____

Diagram of Placement:

WAIVER and RELEASE

I will assure compliance with all of the Association's rules for installing, maintaining, repairing, replacing, using, and removing the dish and any structures, fixtures, or screening materials associated with the dish. I assume liability for any damage to Association and other Unit Owners' property that occurs due to dish installation, maintenance, repair, replacement, use, or removal. I will indemnify, defend, and hold the Association, its Board members and officers, managing agent, and Unit Owners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, repair, replacement, use or removal of the dish, and for any and all damage to or loss of the dish and any structures, fixtures, or screening materials associated with the dish, that I may sustain or incur from whatever source or cause.

I agree to pay for all costs associated with the installation, maintenance, repair, replacement, use, or removal of the dish. Such costs include, but are not limited to, any expenses incurred for moving the dish on a temporary basis to enable the Association to maintain all portions of the Condominium Property for which it is responsible.

Unit Owner Name(s):_____

Unit Owner Signature:_____Date:_____

APPENDIX "D"

Pool Rules

1. The pool and pool facilities are for the use of Unit Owners, tenants and a limited number of guests, as further specified below. Any person who cannot be identified as a resident or the guest of an adult resident (18 years of age or older) will be asked to leave.

2. All persons using the pool and pool facilities do so at their own risk and sole responsibility. Warning: there is no lifeguard on duty. Swimming alone is not recommended.

3. A maximum of **six people total per Unit (Residents and guests combined)** using the swimming pool and/or pool facilities are permitted at any one time. Guests must be accompanied by an adult resident (18 years of age or older) at all times. Proof of age may be requested.

4. The following are prohibited in the pool and pool facilities:

   - Glass or other breakable items.
   - Animals or pets.
   - Running, excessive noise, or other disruptive behavior that causes a nuisance or unreasonably disturbs others.
   - Private pool parties.

5. The following are prohibited in the pool:

   - Food or drink.
   - **Rafts or floats.**
   - Items that are powered (toy boats, etc.).
   - Garments not specifically designed as swimwear.
   - Incontinent individuals, unless they are wearing appropriate protective garments, such as swim diapers.
   - Persons with open sores or any communicable disease.

6. Pool Gate and Rear Clubhouse door key are not permitted to be given to a guest or other non-Resident for use when an adult resident is not present at the pool or pool facilities.

7. The pool gates (west and south entrances) should be unlocked during pool hours but must be closed and locked at all other times. The last person to leave the pool is required to ensure that both gates and the fitness room door are locked.

8. Lounge chairs or tables may not be reserved and must be repositioned to their original location after use.

9. Pool hours will be enforced. The pool hours are 8:00 am until 10:00 pm. During these hours, the pool is open to residents and their accompanied guests. The Board reserves the right to close the pool at any time for health, safety, or maintenance reasons. Anyone in the pool area when the pool is closed is trespassing and the Columbus City Police may be summoned.

10. Wet swimwear is prohibited in the Clubhouse, except in the restrooms. Anyone in wet swimwear must use the fitness room entrance (at the rear of the Clubhouse) and must not go anywhere in the Clubhouse other than the restroom.

11. Residents and their guests are required to clean up their trash and take it with them, and lower and secure any umbrellas they may have been using before leaving the pool area.

12. Reserving the Clubhouse does not include use of the pool.

13. Any changes in this policy due to health and safety reasons i.e., COVID-19 will be posted on our website: https://villaatrockyfork.weebly.com/.

14. The pool, clubhouse, and fitness room are all smoke-free areas, which include, but is not limited to, cigarettes, cigars, pipes, vape devices.

15. The lock on the fitness room door is not to be propped open while the pool is in use. Last person to leave the pool area, ensure the pool gates and fitness room door are locked, lights are off in the fitness room and bathrooms.

Appendix "F"

Snow & Ice Removal Policy

These policies will provide the best and most economical snow and ice removal service for the community.

a. Streets and driveways will be plowed and/or salted when the snow reaches 3 inches in the center of the streets, or when conditions dictate.

b. Clubhouse walks and parking area will be cleared when the snow accumulation reaches 3 inches, or when conditions dictate. *Additional snow and ice treatment may need to be done by those using the Clubhouse if the walks become slippery again after they were treated*.

c. Please keep in mind that snow and ice removal is more of an art than a science. It takes into consideration not only the depth of snow, but also how heavy the snow is, the weather forecast, the time of day, etc.

d. *Parking during a snow event:* No parking on streets or in the access drives that go from the street to the driveways in front of garages. If there is a vehicle parked in your driveway, that driveway will not be plowed for that snow event. Your neighbors' drive(s) may also be left unplowed if the snowplow does not have enough clearance due to the parked vehicle(s). If the vehicle(s) are moved after the contractor has left your area, the contractor will not be called back to plow the vacated driveway.

e. The Association will have sidewalks cleared if there are 5 or more inches in one snow event. The walks are not treated for ice, except for the walks around the Clubhouse and Mail Pavilion. Unit Owners are encouraged to use a calcium chloride ice melt product sparingly as needed.

f. Main roadways will always be cleared first, followed by access drives, and driveways. There will be times when roadways and sidewalks are unavoidably slippery, so please exercise caution when venturing out.

g. Please be patient and remember that, after a snowfall, it may take several hours before crews can start working on the property and it may take several additional hours for them to complete the work.

Please note:
The snow removal contractor should not be contacted directly by Unit owners. The contractor will only follow instructions from our Property Manager, the Association President, or its Board of Directors. If you have questions or concerns, please contact our Property Manager.

APPENDIX "G"

Condominium Association Fitness Room Usage

Fitness Room Usage:

- Wipe down the exercise equipment after using equipment with the provided antibacterial wipes.
- Close windows, turn off the treadmills and turn off the lights of the fitness room if you are the last person leaving. Lock the exit door.
- For safety reasons and based on manufacturer's warnings, people under the age of fourteen (14) years of age are not permitted to use the fitness room and its equipment.
- **Guests are prohibited from using the Fitness Room.**
- The Fitness Room may be accessed 24/7.
- The lock on the fitness room door is not to be propped open while the Fitness Room is in use.

The Board reserves the right to levy an enforcement assessment and/or suspend access to the Fitness Room to a resident for a period not to exceed sixty (60) days for each violation of this Policy. In addition, the Board reserves the right to charge the Resident's account for any damages caused by the resident or their guests.

Note: During times when Fitness Room usage may cause harm or be considered a safety risk to residents/guests, the Board my suspend or revise this policy. If a new, temporary policy is in place, it will be published in the newsletter and placed on our website: https://villaatrockyfork.weebly.com/.

APPENDIX "H"

Clubhouse Social Room Usage, Reservation & Forms

Clubhouse Usage: Guiding Philosophy

The Clubhouse is a vital, important asset of the Villas at Rocky Fork Condo Association and is to be managed in such a manner as to contribute to the enjoyment and well-being of all Unit Owners/Residents. The Clubhouse Coordinator (CC) is responsible for the scheduling, implementation, and administration of the Clubhouse. The policies covering the reservation, usage, scheduling, and cleaning of the Clubhouse are set out below:

Association-wide Events–The Friends & Neighbors group may schedule and conduct events in the Clubhouse throughout the year that are open to all Unit Owners. Neither the Friends & Neighbors nor the Clubhouse Coordinator will organize or sponsor any sectarian event in the Clubhouse, i.e., one that is based upon a religious celebration (e.g., Christmas, Easter, Chanukah, etc.).

Groups consisting exclusively of Residents of Villas at Rocky Fork may reserve and use the Clubhouse Social Room without charge, subject to availability. The Clubhouse Social Room will also be reserved for Board meetings and the Annual Unit Owner Meeting. Any reservations must be made with the Clubhouse Coordinator.

These policies are established to permit any Unit Owner to enjoy exclusive use of the Clubhouse Social Room without infringement upon the privileges of other Unit Owners. Only an Owner may make reservations. Unit Owners must assume all responsibility for the reservation as described in this section. *If a Tenant Occupant wishes to reserve the Clubhouse Social Room, the Unit Owner must also sign the Reservation Agreement form.*

The Unit Owner reserving the Clubhouse Social Room must:

1. Be current with all Association assessments.

2. Be completely responsible for their guests at all times.

3. Assume full responsibility for any damage to the Clubhouse or to articles in the Clubhouse and for theft of any property.

4. Not permit guests to use the exercise equipment.

5. Not allow guests to enter the swimming pool area (inside the fence) unless they are wearing an Association approved pool pass (up to five guests only) and those guests must be accompanied by an adult Unit Owner. Wet clothing is NOT permitted in the Clubhouse (other than in the restrooms).

6. Understand that the Clubhouse is a **SMOKE-FREE** facility.

7. Not permit any live amplified music, loud noises, profanity or other offensive behavior.

8. Not permit pets or animals of any kind in the Clubhouse or pool area except service animals.

9. Assure that guests depart in such a manner that they do not disturb other Residents.

10. Leave the Clubhouse in a clean condition with all furniture returned to its original location. The cost of any labor or services to return the Clubhouse to its original condition will be charged to the Unit Owner (see Clubhouse Cleanup Checklist and guidelines page H 4-5).

11. Close and secure the premises, turn off all lights, ceiling fans and fireplace if used.

12. Understand that all trash must be bagged and taken to and be placed into the trash container located on the South side on the outside of the Clubhouse.

13. Vacate the Clubhouse by 12:00 a.m. (midnight) . Anyone in the Clubhouse after hours is trespassing and the Columbus City Police will be summoned.

14. Understand that reservations of the Clubhouse Social Room are granted on a first request basis with a completed Clubhouse Reservation Form. A reservation must be requested at least 48 hours prior to the scheduled event. A $25 fee may be imposed if use of the Social Room extends beyond the scheduled time.

15. Understand that on holidays, hours of use may be limited so that more than one Unit Owner may reserve the Clubhouse in a single day. The Clubhouse Social Room cannot be reserved on the Ohio State/Michigan football game day or reserved more than six (6) months in advance. Also, no Unit Owner may reserve the Clubhouse for more than one holiday in a calendar year or for the same holiday in consecutive years unless no other Unit Owner wants to reserve it for that period. A Unit Owner may reserve the Clubhouse for the same holiday in consecutive years if it is still available within 90 days of the

desired date

16. Understand that the Association is not responsible for any articles, personal or otherwise, which are lost, stolen or misplaced by a Unit Owner or guest. I

17. Understand that the occupancy of the Clubhouse is limited to 29 people (fire code regulations).

18. Understand that only the Social Room is reserved for exclusive use during the reserved time. The rest of the Clubhouse is available to any other Unit Owner.

19. The Unit Owner reserving the Clubhouse may use the social room, including the kitchen and appliances, and the clubhouse restrooms. Silverware, coffee mugs, glasses and other non-disposable items in the kitchen cabinets may be used but disposable paper and plastic items in the kitchen cabinets MAY NOT be used.

To reserve the clubhouse, contact our CLUBHOUSE COORDINATOR listed on our website at: https//:villaatrockyfork.weebly.com/

The Villas at Rocky Fork Condominium Association
Clubhouse Cleaning Following an Event

Unit Owners who reserve the Clubhouse have a reasonable expectation that it will be in a clean and functional condition for their event. The CC (or their representative) will inspect the Clubhouse within two hours prior to the scheduled event to assure it is in good order.

The Unit Owner who reserves the Clubhouse has the responsibility to return it to its original, clean and functional condition before leaving following the event. The Unit Owner will be provided with a list of cleaning instructions (see Page H-5 "Clubhouse Cleaning Checklist"), location of vacuum cleaner, trash bags, etc., along with their copy of the reservation agreement. The Association does not furnish cleaning supplies.

The CC (or their representative) will inspect the Clubhouse as soon as possible after the reservation time period has ended to assure that it has been properly cleaned and that there is no damage. If the CC (or their representative) finds that it has not been cleaned properly, they will attempt to contact the responsible person. The Unit Owner will be requested to immediately return to the Clubhouse to complete whatever additional cleaning is required. If they choose not to do the cleaning or fail to do so within an hour of being notified, a commercial cleaning service will be contacted to perform the cleaning at the expense of the Unit Owner. *This cleaning must be completed prior to the next scheduled event on that day.* Any costs incurred to return the Clubhouse to its original condition will be charged to the Unit Owner reserving the facility.

Anyone reserving the Clubhouse has the option to decide, in advance, if they would prefer to have the Clubhouse cleaned after their event at their expense by the commercial service. In that case, the CC will make arrangements with a commercial service to have the Clubhouse cleaned following the event.

The Unit Owner must report any damage that may have occurred during their use of the Clubhouse. Any damage that occurs will be repaired by the Association and all costs will be charged to the Unit Owner.

The Villas at Rocky Fork Condominium Association
Clubhouse Cleaning Checklist
The Association does not furnish cleaning supplies.

Kitchen counters and sink wiped. DO NOT use any type of abrasive cleaner

_____Run garbage disposal – make sure water is running through it when it is turned on and no metal or plastic has fallen into it.

Clean up any spills in the microwave and refrigerator.

Floors swept and mopped. __Bathrooms swept and mopped (if necessary). Counters wiped down.

Table in Social Room wiped clean.

Radio and television are turned off.

Replace trash can liners. (Located in cabinet next to the sink)

_____Remove all food from refrigerator and make sure door is closed. Clean refrigerator if any food/liquid is spilled inside.

_____All trash must be removed from the kitchen, both restrooms and the Social Room and MUST BE TAKEN TO THE CLUBHOUSE TRASH CAN outside on the South side of the Clubhouse.

_____MAKE SURE ALL DOORS ARE LOCKED .

MAKE SURE ALL LIGHTS AND FANS ARE TURNED OFF.

MAKE SURE THE FIREPLACE IS TURNED OFF, if used.

MAKE SURE FRONT DOOR IS LOCKED.

The Villas at Rocky Fork Condominium Association
Clubhouse Social Room Reservation Request Form

NAME:

DESCRIBE THE NATURE OF THE EVENT: _____

HOW MANY TOTAL HOURS NEEDED (*INCLUDING SET-UP AND CLEAN-UP)*?_____

I wish to reserve the Clubhouse Social Room on (date)_____
Between the hours of_____and_____
Set up evening before?_____(after 6:00 pm, if it is available)
I will have no more than_____guests

I have a copy of the Villas at Rocky Fork Condominium Association Clubhouse Reservation Policies (Handbook Appendix "H"), have read them, and agree to abide by them. I understand that my reservation is subject to approval based upon meeting all of the requirements outlined in the Reservation Policies. I fully understand that I am responsible for any costs for damages or extra cleaning that may be required as a result of my use of the facility.

I UNDERSTAND THAT MY PRESENCE IS REQUIRED FOR THE ENTIRETY OF THE EVENT FOR WHICH THE CLUBHOUSE SOCIAL ROOM IS BEING RESERVED.

Unit Owner's Signature_____Date_____

Remarks by Clubhouse Coordinator concerning the event:

APPENDIX "I"

Ice Dam Policy

The Board of Directors has developed and will administer a policy relating to ice dam formation, removal, interior damage resulting from ice dams, and ice dam prevention. The most effective way to eliminate leaks from ice dams is to eliminate the factors that lead to ice dam formation. Ice dams are the result of improper insulation, ventilation, and air leakage, not an exterior building maintenance issue. Based on these interior factors that have been identified as causing ice dams, Unit Owners are responsible for ensuring that their attic is adequately insulated and vented, and for sealing air leaks from the heated living space into the attic, as further described below. Unit Owners must take every step possible to assure the attic space maintains proper temperatures in the winter months to prevent ice damming.

AREAS OF RESPONSIBILITIES:

1) If the attic is directly and exclusively accessible from the Unit (i.e. not applicable to cathedral ceilings), the Unit Owner is responsible for the attic space and must:
    a) Maintain attic insulation sufficient to provide at least the minimum insulation required by current, applicable local building codes
    b) Ensure that airflow from soffit vents into the attic is not blocked by insulation or other objects
    c) Seal air leaks from the heated living space into the attic.

2) Upon notification of an interior leak due to an ice dam, the Association may reasonably remove snow and ice from affected areas, if work can be accomplished safely, in an effort to reasonably mitigate interior damage to the Unit. The Association is generally responsible for the cost for snow and ice removal from roofs if it is necessary. Any such snow or ice removal work will be coordinated by the Association and performed by a contractor hired by the Association.

3) Damage to the Unit Owner's personal property resulting from ice dams is the Unit Owner's responsibility. The Unit Owner is also responsible for damage to their Unit under the Association's insurance deductible. The Association's insurance deductible is currently $50,000 (or current deductible amount); it is therefore recommended that the Unit Owner obtain insurance on their personal property (often referred to as tenant's insurance), as well as obtain a minimum of $50,000 (or current deductible amount) in building coverage.

4) At winter's conclusion, the Association will have an inspection of the shingles and flashings completed in areas on the Unit that experienced damage due to ice damming. Based on the inspection and recommendation by the qualified roofing company hired by the Association, corrective measures will be implemented if deemed necessary.

APPENDIX "J"

Records Request Policy

1. RECORDS AVAILABLE FOR INSPECTION

    a. Unless otherwise prohibited by law or this policy, any Unit Owner may examine and copy (including receiving copies or other information by email) the books, records, and financials of the association (the "Records"), for any reasonable and proper purpose, pursuant to the requirements, charges, and standards set forth by this policy.

    b. A Unit Owner may not examine or copy any of the following Records that concern, pertain to, or contain information about:

        i. Information that pertains to personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters
        ii. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or community property related matters
        iii. 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
        iv. Information that relates to the enforcement of the Declaration, Bylaws, Policies, or Rules against other owners or that would constitute an unwarranted invasion of privacy of any other owner; and,
        v. Matters or issues the disclosure of which is prohibited by State or Federal law.

2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING

    a. Unit Owner who wants to inspect, copy, or receive any association Record must submit a written request to the board or manager. The request must specify the particular Record(s) desired, including pertinent time periods, and state whether their quest is for inspection or copying. Their request must be sufficiently detailed to allow the association to retrieve the Record(s) requested.

3. ONLY UNIT OWNERS OR AUTHORIZED REPRESENTATIVES MAY INSPECT.

    a. Every Unit Owner has the right to inspect, copy, or receive association Records in compliance with the rules and procedures contained in this policy. A Unit Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Unit Owner's behalf.

4. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

a. All inspections will take place at the property manager's office or at such other location as the board designates. No Unit Owner may remove original Records from the location where the inspection is taking place.

b. The association will make Records available for inspection within a reasonable time, but no more than 5 business days, after the association actually receives the written inspection request. This timeframe may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time-frame unreasonable. The association will notify the Unit Owner (by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and place for the inspection.

c. If the Unit Owner requests to receive documents by regular mail or email, the association will provide the requested Records within a reasonable time, but no more than 10 business days, after the association actually receives the written inspection request. This timeframe may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable.

d. The alteration, in any manner, of any association record by a Unit Owner is prohibited.

e. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and not interfere with the operations of the property manager's office or such other location where the inspection or copying is taking place. The association, through the board or manager, will assign one staff person or other association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one association-designated person.

f. During an inspection, the Unit Owner may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.

g. Unit Owners may not exercise their inspection or copying rights to harass any other Unit Owner or resident, board member, manager (or anyone at the management company), officer, director, or employee.

5. CHARGES FOR COPIES/INSPECTION

a. Upon written request, the association will provide draft (unapproved) or approved minutes of association at no charge.

b. Other than the association meeting minutes or other records the board decides to make available at no charge, the Unit Owner must pay:

i. The current rate per page for copying regular or legal-sized records

ii. The actual cost of postage or any other costs to deliver the documents to the requesting Unit owner

c. To preserve the sanctity of the Records, a physical records inspection requires the presence of a staff member. For inspections that last greater than one hour, the association may, on its own or through the manager, charge the requesting Unit Owner an hourly rate, not to exceed $ 60.00 per hour, to be billed in quarter hour increments, for staff or other representative attendance at the records inspection.

d. The Unit Owner must pay the costs of copying, providing, or inspection at the time of billing for copies or actual inspection. However, the board may, in its sole discretion, require advance payment.

APPENDIX "K"

Unit Winterization Policy

Applicable November 1st to March 31st

To avoid the freezing of water and other plumbing lines in the Unit, the Owner of the Unit must maintain the heat in the Unit at a minimum temperature of 55 degrees Fahrenheit at all times. This means the electricity for the Unit must remain on at all times. If at any time the Unit experiences a loss of heat in the Unit, the Owner of the Unit is responsible to immediately report the problem to the management office. In addition, if a Unit is to be vacant for a period of 72 consecutive hours or more, the Owner of the Unit must:

1. Make sure all windows are shut and locked.

2. Open all the doors of cabinets where water lines and drains are located.

3. If an individual water shut-off valve for the Unit is available, turn off the Unit's water, and drain all water from the plumbing by shutting off the valve and then opening faucets, flushing toilets, and running any appliance that may have water inside until the water is emptied from the faucet, toilet, or appliance.

A Unit Owner who fails to follow all of the above requirements is negligent and is responsible for any costs and expenses related to or arising from the water line break, including the Association's insurance deductible and costs that exceed any available insurance proceeds.

APPENDIX "M"

Board Pre-Approved Exterior Modifications

In general, Unit Owners may not make any alterations to the Common and Limited Common Elements in our community without completing an Exterior Modification Request Form (see Appendix "B") which is submitted to our Condo Manager. The modification request form is then reviewed and voted upon by the Association Board.

The Association Board has approved 8 exterior modifications which Unit Owners may make without following the approved modification process outlined in Appendix "B". Unit owners may make the exterior modifications in this appendix without approval as long as these instructions are followed. If the incorrect items are installed/planted by the unit owner, the Board may, at its discretion remove the alterations made at the expense of the unit owner. When making these changes, unit owners should consult with our condo manager as needed.

1. Storm Doors

Board approved color and style:
36 x 80 Andersen Model H3SER36SA Full-view Aluminum Storm Door in Sandstone color
Or
36 x 80 Andersen Model H3SER36SA Full-View Retractable Aluminum Storm Door in Sandstone color
Available at Home Depot.

2. Doorbell Buttons and Video Doorbells

Must be close to existing button in size and color and replaced in the same area as the old doorbell button.

3. Garage Door Keypads

The installation of any entry keypad is permitted on the wood trim outside of the garage door.

4. Air Conditioning Units

a. 2-bedroom unit = 2-Ton unit, not to exceed 45" x 38" x 34". Unit must be less than 4 feet in height.

b. 3-bedroom unit = 2½-Ton unit, not to exceed 45" x 38" x 34". Unit must be less than 4 feet in height.

5. Motion Sensor Light

A Motion-Sensor Light requires the approval of the adjacent unit owner and can only be placed in the soffit area between the air conditioners or outside of the bedroom windows; cannot be set for continuous dusk to dawn lighting. An additional motion-sensor light can be placed in the mulch bed area nearest the living room window.

6. Plants for Mulch Beds

a. Boxwood are basic and good potential plants.
   i. Green Velvet Boxwood
   ii. Green Mountain Boxwood (Pyramidal shape)
   iii. Golden Dream Boxwood

b. Juniper can also be used. Here are a few examples.
   i. Blue Star Juniper
   ii. Lime Glow Creeping Juniper
   iii. Dwarf Japanese Juniper
   iv. Golden Pacific Juniper

c. Here are a few other plants.
   i. Winter Creeping Euonymus
   ii. Little Gem Norway Spruce
   iv. Japanese Barbary

7. Garage Door "Carriage" Lights

Maximum 60-watt light, black in color; replacement light must be the same as current light;
Carriage lights must be maintained to remain black in color. If faded, they must be replaced or painted black.

8. Porch Ceiling Fans

An exterior ceiling fan may be installed to replace the existing porch light fixture. Ceiling fan cannot hang lower than the soffit.

APPENDIX "N"

Water Shutoff Guidelines

These guidelines are provided for all residents who may find themselves in need of shutting off the water to their individual unit or to the entire building in which their unit is located. These guidelines replace the requirement to submit a V-200 form for plumbing repairs.

1. Each individual unit has two shutoff valves on the main water line located in the utility room. This room also contains the furnace and the hot water heater. The valves are shown on the pipe to the left in the photo below. The smaller valve on the right turns off the water to the outside spigot.
2. The main water line valves should be used first to turn off water in the unit if it is necessary to effect repairs on any water fixture inside the unit.
3. Exercise care in turning the valves. Shutting off the water is simply a quarter turn in a clockwise direction.
4. In the event that a valve appears to be stuck, attempt to turn the other valve.
5. In the event that a water leak in a unit cannot be contained with the shutoff valves in the unit, the main shutoff outside the building will be used. Please contact a board member to dispatch someone with a water valve key to shut off the water.

