THE WORTHINGTON PARK CONDOMINIUM ASSOCIATION

I, _____, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE WORTHINGTON PARK CONDOMINIUM ASSOCIATION HANDBOOK OF RULES AND REGULATIONS. **PLEASE RETURN TO A BOARD MEMBER OR MAIL TO THE CASE BOWEN COMPANY, 6255 CORPORATE CENTER DRIVE, DUBLIN, OHIO 43016.**

SIGNED THIS _____ DAY OF _____ , 20_____ BY:
(Date) (Month)

_____

(Signature of Homeowner)

_____

(Signature of Homeowner)

_____

(ADDRESS)

Worthington Park Condominium Association



Resident Handbook

THE WORTHINGTON PARK CONDOMINIUM ASSOCIATION HANDBOOK

THIS BOOKLET INCLUDES THE COMMUNITY RULES AND REGULATIONS ADOPTED BY THE BOARD OF TRUSTEES. IT CONTAINS SPECIFIC RULES AND REGULATIONS AUTHORIZED BY THE DECLARATION AND THE BYLAWS OF THE WORTHINGTON PARK CONDOMINIUM ASSOCIATION. IT IS SUBJECT TO CHANGE BY ACTION OF THE TRUSTEES.

THIS BOOKLET IS DESIGNED TO ASSIST ALL UNIT OWNERS IN UNDERSTANDING THE RULES AND REGULATIONS UNDER WHICH THE ASSOCIATION OPERATES. WE BELIEVE THAT THESE RULES AND REGULATIONS ARE NECESSARY IN ORDER TO MAINTAIN A HIGH-QUALITY RESIDENTIAL COMMUNITY. THIS COMMUNITY IS INTENDED TO BE PRIMARILY AN OWNER OCCUPIED COMMUNITY.

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

Revised September 26, 2016

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THE WORTHINGTON PARK CONDOMINIUM ASSOCIATION

COMMUNITY RULES AND REGULATIONS

BOARD OF TRUSTEES

The Board of Trustees has the power and authority under Ohio law and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs.

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

Initially, three persons will be named by the Developer as Trustees and will make up the Board of Trustees of the Association.

The terms of the six Trustees shall be staggered so that the terms of one-third (two) of the Trustees will expire and successors will be elected at each Annual Meeting of the Association. Thereafter, at such annual meetings held in the second calendar quarter of each year, successors to the two Trustees whose terms then expire shall be elected to serve three-year terms. Each Unit shall be entitled to one vote.

The Board of Trustees meets on a regular basis and any homeowner is welcome to attend these meetings either to comment or merely observe. If interested, please call The Case Bowen Company to find out the meeting time and location. The Board of Trustees will send notification of the Annual Meeting to homeowners.

PROFESSIONAL MANAGEMENT

Under direction of the Board of Trustees, a professional management agreement has been established with The Case Bowen Company who is an ex officio member of the Board of Trustees. The Case Bowen Company will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

TELEPHONE NUMBERS

MANAGEMENT COMPANY

The Case Bowen Company	(614) 799-9800

POLICE/FIRE DEPARTMENT

Emergency	
Police - Non-emergency	911
	(614) 645-4545

TRASH COLLECTION

City of Columbus Refuse Division Bulk Pickup	(614) 645-8774

DOG WARDEN

Franklin County Dog Warden	(614) 462-3400

HEALTH DEPARTMENT

Columbus Health Department Environmental Division for trash and dog feces	(614) 645-8191

FINANCIAL MATTERS

ASSOCIATION DUES:

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

Association dues are payable to the **Worthington Park Condominium Association** on the first of each month. Dues should be sent in the pre-addressed envelopes provided by The Case Bowen Company. A late charge of $50.00 will be added to any account delinquent after the fifteenth (15^{th}) of the month. Direct pay for Association dues is available through The Case Bowen Company. You may contact The Case Bowen Company directly for information and application materials.

RETURNED CHECKS (NSF):

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

a. Charged back to the individual's account.
b. A $33.00 handling fee will be charged to that account.
c. Checks will be held until a replacement check has been cleared for payment. **NSF checks will not be re-deposited.**

DELINQUENCY POLICY ON FEES AND ASSESSMENTS:

1. Upon fifteen (15) days delinquency, a delinquency notice is sent by The Case Bowen Company and the Unit Owner's account is assessed a $50.00 late charge per month for each month that the fee/assessment is delinquent.

2. Upon thirty (30) days delinquency, a "pre-lien" letter is sent to the Unit Owner by registered mail. The delinquent Unit Owner is assessed for this notice and the Unit Owner is invoiced monthly until payment is made.

3. A lien is filed when the Unit Owner's account is over sixty (60) days delinquent. The delinquent Unit Owner's account is charged for fees incurred when a lien is filed. The Unit Owner will be sent a monthly statement of their delinquent account.

4. It is the Association's policy of automatically beginning foreclosure procedures when a unit owner is more than five hundred dollars ($500.00) in arrears. If foreclosure is initiated, attorney fees are added to the Unit Owner's account. Any additional costs or attorney fees incurred are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

UTILITIES:

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

CONDOMINIUM INSURANCE

The Association's Board of Trustees has insurance for all buildings and common elements against loss or damage by fire, lightning, and such other perils. In addition, the Board of Trustees will maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision. Should a unit owner need to file an insurance claim, please contact a Board Member or the Case Bowen Company at (614) 799-9800.

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

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

WORTHINGTON PARK
CONDOMINIUM ASSOCIATION

GENERAL RULES

DECLARATION AND BYLAWS

Every Unit Owner received a copy of the Condominium Declaration and Bylaws at the closing of their unit. The Declaration and Bylaws have provisions which govern the Association. You should acquaint yourself with these documents.

RULES AND REGULATIONS

The Declaration and Bylaws of the Association give the Board of Trustees the power and authority to adopt and publish rules and regulations governing the use of the common areas and limited common areas and the personal conduct of Unit Owners, occupants, and their guests. The Board of Trustees also has the power and authority to establish and levy enforcement charges for the violations of the rules and regulations.

MODIFICATION OF THE RULES AND REGULATIONS

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

MODIFICATION OF THE DECLARATION AND BYLAWS

The Declaration and Bylaws may be amended or modified with a vote of the unit owners having no less than 75% approval for any amendment to be added to the Declaration and Bylaws. Although the Board may change these Rules and Regulations by vote of the Trustees, they are not able to make any rules that conflict with the Declaration and Bylaws, nor can they make changes to those documents without going through the amendment process.

COMMON AREAS

Those portions of the Condominium that are not a part of the Units are called “Common Areas and facilities” under the Condominium Act.

PURPOSE:

The common areas are for the sole and exclusive use, benefit, and enjoyment of the residents and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Areas in such a manner as to disturb others.

DAMAGE:

Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Areas caused by negligent or intentional acts by the Unit Owner, residents of a unit, or guest/invitee of any Unit Owner or resident.

PERSONAL EFFECTS:

All personal property, such as lawn chairs, bicycles, tables etc. must be placed inside the unit or in the garage when not in use.

No signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, or roofs. A variance request may be submitted in writing to The Case Bowen Company for the Board’s consideration to approve or disapprove.

PROHIBITED ITEMS:

The following items, though not all inclusive, will be strictly prohibited in any common area of the Worthington Park Condominium: window Air conditioning units, any type of statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, mounted hose reels, laundry poles/clothes lines or other such items.

WATER USAGE:

Although the Association Fees include the cost of water for the condominium community, the use of water is restricted to the residents, tenants, or hired contractors (i.e. pavers, landscapers) of the Worthington Park Condominiums. Car washes for community groups or for the guests of residents are strictly prohibited. Any Unit Owner found to be abusing their water privileges will be billed for the water used.

LIMITED COMMON AREAS

Portions of the Common Areas are reserved for the exclusive use of the owners and occupants of a particular unit. These areas are designated as “Limited Common Areas.” The Limited Common Areas appurtenant to each unit will consist of a rear yard area, the improvements within the rear yard area including its concrete patio, the parking space or spaces in front of a unit’s garage, and the front porch or stoop.

PETS

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

1. Pet owners may be assessed an enforcement charge for violation of these policies. (Pets may be ejected at the discretion of the Board of Trustees if they become a nuisance.)

2. All pets must be walked on a leash not more than eight (8) feet in length and are not permitted to be in the Common Areas or Limited Common Areas unattended.

3. Common Areas and Limited Common Areas must be kept clean and free of pet waste.

4. No animal pens or houses are permitted in Common Areas or Limited Common Areas.

5. Unit Owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner's or resident's pet(s).

6. The cost of repairing damage done to the Common Areas and Limited Common Areas by a pet(s) will be a special individual unit assessment against the Owner of the unit responsible for the pet that caused the damage.

7. Animal waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice by the Board of Trustees.

8. Unit Owners and residents will be required to take action to prevent their pets from annoying others and being a nuisance.

9. No pet shall be tethered outside in the Common Area or Limited Common Areas.

10. Unleashed and/or free roaming dogs and cats should be considered "strays." Their behavior is unpredictable and possibly dangerous, especially to children. Please report all strays to the Franklin County Dog Warden at 462-3400.

11. **Please note that the Columbus Health Department will be called if there is a problem with animal feces.**

PARKING/VEHICLES

Vehicles may park in the two designated spaces located in front of the unit, as well as legal areas along the street curbs of Wellingshire and Whitewater Roads. **The following is NOT permitted and vehicles may be towed at the owner's expense without warning:**

1. Vehicles parked in illegal spaces or areas, blocking entrance intersections, on lawns, or on the main roadways.

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

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

4. Oil spots on the asphalt. Residents are responsible for cleaning all oil from their parking spaces. Oil dry is recommended.

5. DOUBLE PARKING (as per the Fire Marshall). **VEHICLES MUST PARK IN ASSIGNED SPACES.**

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

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

No boats, trailers, motor homes, trucks (larger than 3/4 ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway (Limited Common Area) overnight. Other vehicles used for recreation (van conversions/RV's) not garageable will be permitted to park in the driveway (Limited Common Area) in front of the garage for 24 hours to allow for loading or unloading. Said vehicles must not block normal access (ingress or egress) of other residents. Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair work are the authorized exception.

Inoperable vehicles (flat tires, expired license, etc.) or vehicles that appear to be abandoned, which are parked in any Common Area or Limited Common Area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense without warning. No repair work is permitted on vehicles in the Limited Common Areas or Common Areas except for short term emergency work (flat tires, battery change, etc.).

The speed limit within the Association is 10 miles per hour. Reckless operation, excessive speed and parking or driving on the lawn is prohibited.

If someone is illegally parked in your space, call The Case Bowen Company at 799-9800.

TRASH COLLECTION

All garbage must be in the containers provided by the City. Containers should be placed at the curb**.** For items too large for pick up, you must call bulk pick up at 645-8774 to arrange for a pick up date. Please put such items out the evening before pick up is due. Signs for the trash days are posted at all entrances of the complex.

It is the resident's responsibility to maintain the current pick up schedule provided by the City of Columbus Refuse Division. Any questions regarding the pick up schedule should be directed to Refuse Collection Division "**NAVY"** area at 645-8774.

BULK PICK UP - 645-8774, AREA COLOR IS NAVY (DO NOT SET BULK ITEMS OUT UNTIL THE DAY IT IS SCHEDULED FOR PICK UP).

If residents do not cooperate with these rules and regulations, fines will be assessed to their units.

1. Trash containers may be set out **after** 5:00 p.m. on the day preceding collection.

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

3. All trash for collection must be set out at the main street next to the curb. Heavy garbage trucks driving or backing into the side drives and over curbs may cause damage that the Association will have to repair at a later date.

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

5. Trash containers, when not set out for collection, **must be kept inside the garage or behind the unit in the Limited Common Area**.

6. Any week with a legal holiday will cause the trash collection to be moved to the next day for that week only.

COLUMBUS HEALTH DEPARTMENT

If your neighbor has a chronic problem with trash or dog feces, you can report them to the Columbus Health Department. A citation will be given and if they are a repeat offender, the individual will have to appear before the environmental court. The telephone number is 645-8191.

GARAGE DOORS

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

MAINTENANCE AND REPAIR

The Association shall maintain, repair and replace all improvements constituting a part of the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas, including the Limited Common Areas, and that do not constitute part of a Unit, provided that the Association shall not be responsible for the cleaning and housekeeping of Limited Common Areas or components thereof, nor for the removal of snow and ice from the Limited Common Areas or components thereof. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements that are a part of the Common Areas, including the Limited Common Areas. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning and housekeeping with respect to Limited Common Areas appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and the hardware thereof. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. **Please refer to page 19 for a checklist of common maintenance responsibilities.**

ARCHITECTURAL CONTROL

No modifications, changes, additions, or improvements to the exterior of the unit buildings, Common Areas and Limited Common Areas may be made without prior approval of the Board of Trustees of the Association. Variance applications are available from The Case Bowen Company. Requests must be submitted in writing to The Case Bowen Company.

Impairment of Structural Integrity of Buildings: Nothing shall be done in any unit nor in or onto the Common Areas and facilities which would impair the structural integrity or would structurally change any of the buildings.

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

ARCHITECTURAL REGULATIONS

No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Areas unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit owner and all future owners of that Unit.

STORM DOORS AND WINDOWS:

Home Depot and Lowes offer several models of storm doors that can be submitted for approval by the Board of Trustees. Please make sure the storm door model you submit is at least **all white**, 36" x 80", and has either the option of self storing or is a full view door. Please do not install a storm door without Board approval; if it does not meet the minimum specifications, the Board can have it removed.

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

PORCHES - DECKS:

Since the porches and decks are limited common areas, they should be kept neat, clean and in good repair. They may not be used to provide long-term storage of boxes, bicycles, motorcycles, boats, etc. You have the responsibility to paint the interior and exterior wood fence or deck.

DECK APPROVAL AND GUIDELINES:

Rear decks and patios must be in compliance with the original By-Laws. The length of the back wall of your unit, which includes the garage, determines the length and size of your deck. Height of the deck walls must not be higher than the original height of fences installed by Alden Communities. Air conditioning units should be covered in such a manner as to allow easy access by repair personnel. End units having gas or electric meters must allow easy access by the utility companies for reading and maintenance of the meters. Decks of middle units must not extend into the common

area, which begins at the end of the fence. End units cannot extend into the common area past the boundary of the garage and the width of the fence.

DECK AND FENCE STAIN:

Fences and decks are to be stained with **Thompson's Water Seal Semi Transparent the color is Russet. It is very important to get Semi Transparent. You may also use Sherwin Williams' Woodscapes; Russet Brown stain.** This should be done every other year.

FRONT DOORS:

It is the homeowner's responsibility to care for the front doors and their frames. The front door must be painted on a regular basis. **The paint is Lowe's Valspar 5009-4 thalo night.** The paint can be purchased at the Polaris Sherwin Williams store. For your convenience, the door color has been formulated with the proper paint product, just ask for the name. The frame will be treated as "trim" and painted when the trim is painted. Brass kick plates and doorknockers are permitted within the Association.

EXTERIOR LIGHTS

The exterior lights on the front or rear (Porch Globe Lights) of the buildings cannot be changed.

WINDOW COVERINGS:

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

SIGNS:

No sign of any kind shall be displayed in the public view on the Condominium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of four square feet in size, advertising the Unit for sale or rent. The Association shall confiscate illegal signs. Confiscated signs may be retrieved with 30 days after payment of a $10.00 penalty per sign.

POSTS:

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

Changed 8/2/05

ELECTRIC INSECT KILLERS:

Electric insect killers are prohibited within the community.

BIRD FEEDERS:

Freestanding birdhouses are permitted within the boundaries of the Limited Common Areas. Only one birdhouse is allowed per unit, which should not exceed 6 inches wide and 18 inches high. Residents who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris, which falls to the ground.

FLOWER POTS:

a) A maximum of two (2) flower pots are permitted on the front porch per household. It may not be placed in any lawn area. Pots should be of color and/or pattern that is complimentary to the building and community and no larger than 18 inches in diameter and 18 inches in height. Pots must be maintained during the growing season and stored for winter. Flower pots **may not** be hung from the soffits or from the gutters.

b) A metal hanger to hold flower pots/planters may be mounted on the fences in the back of the buildings. The hanger must be of color and/or pattern that is complimentary to the building and community.

1. The hanger will not be hung on the vinyl siding, and must not be mounted so as to obstruct the normal maintenance of the grounds and buildings.
2. The hanger will be the personal maintenance responsibility of the homeowner, and the homeowners will assume the responsibility of any damage to the building caused by the mounting of the hanger.

FLOWERS:

a) Flowers may be planted inside existing mulched areas. Flowers are not permitted around any tree.

b) Maintenance of the flowers installed by the homeowner or resident is the responsibility of the resident and dead annuals are to be removed at the end of the season. The Association will remove annuals, which are not maintained during the growing season and become unsightly, and the Unit Owner will be billed for removal.

c) Vegetable gardens are allowed in the backyard area within the confines of the Limited Common Area for each unit and are to be planted in an already established mulched bed or in pots. Such gardens must be maintained during the growing season and removed at the end of the growing season. Any variance from the vegetable garden rule must been approved in writing. Contact The Case Bowen Company (614-799-9800) for variance information and procedures.

HOSE REELS/HOSES:

a) Unit Owners' hose reels and hoses must be stored out of sight when not in use and must be stored inside for the winter.

LANDSCAPE LIGHTS (GROUND LIGHTS):

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

FLAGS:

a) One flag may be flown at anytime adhering to normal flag protocol.
b) College flags or professional team flags may be flown on game day during the appropriate season.

HOLIDAY DECORATIONS:

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

OTHER EXTERIOR ITEMS:

Any other exterior items not covered under the foregoing guidelines must be approved by the Board of Trustees in advance of installation.

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

ITEM	PROHIBITED	APPROVAL REQUIRED
Awnings	**X**	
Canopies	**X**	
Shutters	**X**	
Flower Boxes		**X**
Decks		**X**
Exterior Lighting		**X**
Hot Tubs		**X**

LANDSCAPE CHANGES/ADDITIONS

If you are interested in adding trees, shrubs or any other permanent landscape material in the Common Areas and/or the Limited Common Areas, detailed plans must be submitted in advance for written approval. Contact The Case Bowen Company for information and procedures.

SOLICITATION AND GARAGE SALES

Solicitation is not permitted within the Association. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a community activity. For further information, contact The Case Bowen Company.

RENTAL/LEASING

No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period of less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing:

- Name or names of the tenant or tenants and the time during which the lease term shall be in effect.
- Phone numbers to reach the tenant in case of emergency
- Homeowner's phone numbers in case of emergency

RESIDENTIAL USE

Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Developer to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes, provided, that Developer may maintain and utilize one or more of the Units in property added to the Condominium for such purposes for a two year period of time from the time of the closing of the first sale of a Unit in the property so added; and (iii) one or more Units or a portion thereof may be maintained for the use of the Association in fulfilling its responsibilities.

COMMON WALLS

The cost of reasonable repair and maintenance of a common wall shall be shared by the Unit Owners who make use of a common wall, except when the need for such repair is caused by or results from the negligent or willful act of one Unit owner, then the negligent Unit Owner shall be solely responsible for the cost of such repair and maintenance.

OFFENSIVE ACTIVITY

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

CHILD SAFETY AND LIABILITY

Under Ohio law, parents are liable for damage to property caused by their children up to $3,000.00. Parents are responsible for their children's behavior and safety while playing or congregating in the common areas. Very young children should not be left to play in these areas without adult supervision. Children are not permitted to run over the islands with their bicycles and/or skates. **Parents are responsible for their children's actions.** Parents are advised to inform their children and their children's guests of these rules.

MOVING RESPONSIBILITIES

If you are moving it is very important to contact The Case Bowen Company to inform them of the new owner of record. It is the Unit Owner's responsibility to make certain all condominium dues are current. It is also the Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners and this copy of Worthington Park Condominium Association Community Rules and Regulations. Envelopes and payment coupons will then be mailed to the new owner after closing. The new owner should use the old envelopes and coupons until the new set arrives.

RULES ENFORCEMENT

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

When the first violation of a rule is cited, a warning letter is sent to the Unit Owner. If a second violation of the same rule(s) occurs after the first warning, or the initial violation remains uncorrected after the deadline, a $50.00 enforcement charge is assessed to the owner's condo fee account. If there is a third and subsequent violation, there will be a $100.00 enforcement charge for each subsequent occurrence assessed. Any resident wishing to dispute a cited violation is entitled to a hearing with the Board of Trustees if

prior reconciliation is not successful. Please see Exhibit A for Dispute Resolution Procedures, page 23.

Any resident of Worthington Park may file a complaint citing a violation of these Rules and Regulations. A letter or the Formal Complaint Form (page 20) should be signed and delivered to the Board of Trustees or The Case Bowen Company. The complaint will be investigated and processed for further action.

REPLACEMENT HANDBOOKS

The first copy of the handbook is provided free of charge to all residents of the Association. Additional handbooks can be purchased for $5.00 each. If you lost your handbook, please call (614) 799-9800 to order another for $5.00. This handbook should be given to the new homeowner upon sale of your condominium unit.

CHECKLIST OF MAINTENANCE RESPONSIBILITIES

DESCRIPTION		OWNER	ASSOCIATION
DOORS:	Front, rear, including hardware, frames, threshold, door jambs, storms & screens	Y	
PARKING LOT/STREETS **OIL SPOTS**		Y	Y
FENCES:			Y
HEATING/AIR CONDITIONING		Y	
LANDSCAPING:	Care for lawns, shrubs & trees in common area		Y
LIGHTS:	A) All exterior fixtures B) Bulbs for front & rear porch lights	Y	Y
PAINTING:	A) Exterior color selection B) Painting of doors	Y	Y
PERSONAL PROPERTY DAMAGE		Y	
PIPES:	A) Servicing more than one unit B) All other piping	Y	Y
ROOFS, SHINGLES, FLASHING, GUTTERS, DOWNSPOUTS			Y
SIDEWALKS			Y
SNOW REMOVAL:	A) Stoops & patio B) Sidewalks & parking lot	Y	Y
WALLS:	A) Exterior B) Interior	Y	Y
WINDOWS:	Frames, glass & screens, sashes	Y	
WIRING:	Electrical, telephone & cable - servicing one unit	Y	
FIREPLACE:	Exterior stacks		Y
CHIMNEY STACK:	Cleaning	Y	

NOTE: This list is not intended to be all inclusive. Please call The Case Bowen Company at 614-799-9800 for further information. Refer to warranty manual for specific items.

WORTHINGTON PARK CONDOMINIUM ASSOCIATION

FORMAL COMPLAINT

VIOLATOR(S):

Name (if known):_____

Address:_____

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature

_____
Address

_____
Date

Return to The Case Bowen Company, 6255 Corporate Center Drive, Dublin, Ohio 43016-8728

WORTHINGTON PARK CONDOMINIUM ASSOCIATION

Grounds Improvement Application

NOTE: PLEASE PROVIDE THE SPECIFIC TYPE OF PLANT OR PLANTS AND THE PROPOSED LOCATION OF THE PLANT OR PLANTS. PLEASE PROVIDE A LANDSCAPE PLAN OF THE PROPOSED PLANTING. YOU WILL BE CONTACTED FOR ADDITIONAL INFORMATION IF ADDITIONAL INFORMATION IS NEEDED.

Name:_____

Address:_____

Home Phone: _____ Work Phone:_____

Please check the type of grounds improvement that you are requesting.

_____Tree/Shrub Planting ____Tree/Shrub Removal _____Other

_____Bed Planting _____Annual/Perennial Planting _____Rose Planting

_____End-Unit Garage Bed

Please check one of the following.

_____I will do the work myself. _____A professional will do the work.

Estimated start date _____ Estimated completion date:_____

Description of Requested Variance:

_____

_____

_____

_____

_____

_____

_____

_____

_____

WORTHINGTON PARK CONDOMINIUM ASSOCIATION

Exterior Building Improvement Application

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

Name:_____

Address:_____

Home Phone: _____ Work Phone:_____

Please check the type of building improvement that you are requesting.

_____Deck or Patio _____Exterior Lighting _____Exterior painting

_____Storm Door _____Statuary or Planters _____Trellis or Fencing

_____Satellite dish _____Glass block window Other_____

Please check one of the following.

_____I will do the work myself. _____A professional will do the work.

Estimated start date _____ Estimated completion date:_____

Description of alteration (Please attach separate text/diagrams, as needed):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT A

WORTHINGTON PARK CONDOMINIUM ASSOCIATION

DISPUTE RESOLUTION POLICY

ENFORCEMENT PROCEDURES

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

A. ALLEGATIONS

An allegation of an infraction of the Declaration, Bylaws and Rules and Regulations shall be handled in the following manner:

1. Discuss the problem with the other Unit Owner who is involved, so as to come to an agreeable solution.

2. Discuss an unresolved problem with The Case Bowen Company or their designee to seek a resolution.

3. File a written statement/report with The Case Bowen Company, i.e.; addressing the communication to a member of the Board and (a) mailing it or (b) delivering it to a member of the Board.

B. RECONCILIATION

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

C. HEARINGS

1. Reason For and Date of Hearing. If reconciliation is not successful, the Manager or designee shall notify all parties involved of the date, time and place of a hearing before the Manager, or its designee, and the reasons for the hearing. Such hearing shall be held no later than fifteen (15) days after the reconciliation attempt.

a. The hearing shall be convened by the Manager or designee.

b. The alleged violator shall be given the opportunity to reply to the statement/report.

c. At such hearing all parties shall be entitled to present evidence or testimony that is relevant to the allegation. It shall be the function of the Board President or designee to determine relevance.

d. All parties shall have the absolute right to cross examine witnesses and offer rebuttal evidence.

e. The Board may direct pertinent questions toward any of the parties concerned.

f. Each concerned party shall be allowed to make a brief, pertinent, final statement before the Manager makes a decision about the allegations in the report.

g. The Manager may limit the time allowed for speakers.

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

D. DISMISSAL OF ALLEGATION

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

1. The allegation is not of an action that is prohibited by the Covenants, Bylaws, or the Rules and Regulations.

2. The reporting party does not appear and remain present for the entire hearing.

3. The report appears to be frivolous, malicious, or not in the best interests of the Association.

E. SANCTIONS

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

1. Administrative Charges

An administration charge of $50.00 shall be imposed on the violator for each hearing held at which it is determined that the offense was committed, regardless of the number of allegations or reports considered at said hearing, or on the reporter, if no violation is found. The Unit Owner is ultimately responsible for any administration charge.

a. The Manager may suspend a charge if it determines that the charge would not be fair under the circumstances.

b. The administration charge shall be due and payable to the Association within five (5) days after the mailing of the notification of the findings of the Manager to the violator or the reporter.

c. The levying of any administration charge shall not relieve any party of liability for damage that might have resulted from any violation.

2. <u>Suspension of Voting Privileges</u>

a. Shall be effective immediately upon imposition and shall remain in effect for the longer of (i) the time the administration charge (including damage costs) remains unpaid, and (ii) the time when the violation has been cured.

b. May be imposed for all units owned by the violator or reporter, regardless of the number of units involved in the violation.

c. May be enforced by the Manager using any legal means available.

3. <u>Legal Action</u>

The imposition of any other sanction shall not limit the right of Board of Trustees of the Worthington Park Condominium Association at any time to seek and obtain such remedies as may be available by law for such violation.

F. <u>NOTIFICATION OF FINDINGS</u>

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