

# Edinborough Commons

## Handbook of Rules and Regulations



### Reference Guide

This Reference Guide was prepared by the Board and Management of the Association as a quick source of general information about the Association and Unit Owners. **This is not a substitute for the Declaration and Bylaws, which should be read and understood by every unit owner.** In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration is the controlling document.

A copy can be obtained from the Property Manager for thirty dollars (\$30.00). Questions about the Association and its activities should be directed initially to the Association's property manager. If it is felt that a satisfactory response has not been received from the Manager, the question should be directed to the Board of Directors (c/o the Management Company). While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes, or additions.

This directory is for the personal use of Edinborough Common residents and is not to be distributed to others or used for any commercial purposes.

**THIS PAGE IS SUBJECT TO YEARLY CHANGE FOR DIRECTORS AND/OR MANAGMENT**

**Board of Directors**

Alisa Nass, Jeff Goodwin, Susan Meyer, Jason Bernard, Bill Johnson

**Property Management Company**

Case Bowen Property Management Co.

6255 Corporate Center Drive., Dublin, OH 43016

**Phone:** 614-799-9800

**Website:** Casebowen.com

Hayley Johnson, property manager.

**Condo Association Website:**

EdinburghCondo.Org

**Improvement and Alteration Agreement** - See Page 17

**Replacement Window and Door Instructions** – See Page 19

**Window And Door Replacement Request Form** - See Page 20

**Formal Complaint Form** - See Page 21

**New and Current Owners/Renters Form** - See Page 22

Required under Ohio Revised Code 5311.09. (A)(1)(d), (A)(2)(a),(b), (A)(3). For reasons of safety, security, emergencies and contact you must provide to the Management Company. This information will only be used by the management company for the stated purpose.

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## **GENERAL INFORMATION**

### **Board of Directors**

The Board of Directors has been delegated in the Declaration and Bylaws the responsibility for operation and management of the Association's affairs. The Board consists of five (5) Edinborough Commons Unit Owners; all elected by fellow Unit Owners at the Annual Association Meeting. The Board meets as necessary, quarterly, to review the Association's finances and operations. Any Unit Owner is welcome to attend these meetings and may be on the agenda by contacting the management company representative two weeks prior to the meeting. You may contact the management representative to find out the time and place of the next meeting. All meeting dates and times are published in the meeting minutes sent out to all owners.

### **Declaration and Bylaws**

Every Unit Owner should have received a set of the condominium Declaration and Bylaws from the previous owner at the closing of their Unit. In its pages are items, which govern the Association. You should acquaint yourself with the Declarations and Bylaws. A copy can be obtained from your management representative for thirty dollars (\$30.00). The Declaration and Bylaws, along with the following Handbook Rules and Regulations, are the governing documents for our association.

### **Purpose of Handbook of Rules and Regulations**

The purpose of the Handbook Rules and Regulations is to establish rules that will allow community members to live within the best environment possible for all. The rules are established pursuant to and are an extension of the Association's Declaration and Bylaws. It is the duty of each Association owner and resident to become knowledgeable of the Handbook of Rules and Regulations and to observe them.

### **Modification of Handbook Rules and Regulations**

The rules and regulations may be amended or modified from time to time, as conditions change, by the Board of Directors.

### **Property Management**

See Page 2 for current property management company and agent contact information. The property manager is responsible for managing the day-to-day business of the association. Property management personnel will dispatch all emergency maintenance as well as non-emergency calls. During normal business hours, please call the representative who is in charge of dispatching emergency maintenance calls and taking Association service requests.

## **FINANCIAL MATTERS**

### **Association Dues**

Association dues are payable to Edinborough Commons Condominium Association on the first of each month. A late charge of \$30 will be added to any account delinquent after the 10th of the month. Payment must be received or postmarked by the 10th.

### **Returned Checks for Non-Sufficient Funds**

Any check returned for non-sufficient funds will result in:

- A. \$25.00 handling fee plus any special bank fee will be payable to Edinborough Commons Condominium Association and will be charged back to the

homeowners account.

B. Checks will be held until a replacement check has been cleared for payment.

### **Delinquency Policy on Fees and Assessments**

1. After ten (10) days delinquency, a delinquency notice is sent by the management company and the Unit Owner's account is assessed a \$30 late charge. If the delinquency continues for multiple months there will be assessed late charges for each and every month.
2. A lien is automatically filed at sixty (60) days. The delinquent Unit Owner's account is charged the cost of filing the lien. The Unit Owner is sent a statement monthly until payment is made.
3. Foreclosure action will be taken when the fees are in arrears by \$500. If a foreclosure is initiated, attorney fees are also added to the Unit Owner's account. Any additional cost or attorney fees are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement. However, the Association holds the right to file foreclosure anytime when the unit owner is constantly late or in arrears.
4. All fee payments made to a Unit Owner's account after the account becomes delinquent will apply to the oldest outstanding balance. Late charges will continue to be assessed on current months until the account is current.
5. The property manager will handle these Delinquency Policy actions.

### **Utilities**

Residents 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. The Condominium Association pays water, sewage, trash and common street lighting.

### **Condominium Insurance**

The Association will maintain appropriate levels of insurance according to State Law and the condominium Declaration and Bylaws. Call the management company listed on Page 2 for the current insurance policy information. Unit Owners are responsible for carrying a Condominium Unit Owners Policy. It advised this includes Sewer and Drain Backup Coverage.

### **Rules Enforcement of Assessment or Charges**

Any owner of the community may file a complaint citing a violation of these rules and regulations. A letter of complaint appropriately documenting the violation should be mailed to the managing agent or submitted to the management company's web site.

The complaint will be investigated and processed for further action. Residents who fail to comply with the rules and regulations will be sent a warning reminder of the violation. If the violation reoccurs or is not corrected within 21 days after notice is received, the resident will be asked to appear before the Board to explain their actions and a fee may be assessed by the Board. The Board will send a letter that will describe the property damage or violation, the amount of assessment and the rights of the owner to request a hearing before the Board of Directors to contest the proposed charge or assessment.

To request a hearing, the Unit Owner must submit a written request to the Board of Directors no later than the tenth day after receiving the notice. If the Unit Owner fails to make a timely request for a hearing, the right to a hearing is waived. The Board may then immediately impose a charge for damages or an enforcement assessment.

If a Unit Owner requests a hearing, at least seven (7) days prior to the hearing the Board of Directors shall provide the Unit Owner a written notice that includes the date, time and location of the hearing. The Unit Owners, through the Board of Directors, may be allowed a reasonable time to *rectify* a violation before imposing a charge or assessment. The Board of Directors shall not levy a charge or assessment before holding the hearing.

Within thirty (30) days following a hearing at which the Board of Directors imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Unit Owner.

Any written notice that the above requires shall be delivered to the Unit Owner or occupant of the unit by personal delivery, by certified mail, return-receipt requested, or by regular mail.

#### Leasing of a Condominium

**Edinburgh is an owner-occupied community with restrictions in place on leasing. Owner-occupied units must be occupied by the owner or immediate family members.** See Article III, Section II, (G) Renting and Leasing in the Declaration & Bylaws for complete details.

Ten units were granted grandfather status in 2007 when the Declaration and Bylaws were recorded as an owner-occupied community. As of January 1, 2019, the following units remain leased: 5390 Tartan Lane

When there is a change in tenants, the property management company must be sent a copy of any new lease agreement within thirty (30) days of signing.

If any grandfathered unit ceases to be occupied by a tenant for any period in excess of sixty (60) days, then that unit shall lose its status as a rental unit and become an owner-occupied unit. See prohibitions and conditions as described in Article III, Section II (G) of the Declaration and Bylaws.

#### Replacement of Exterior Doors and Windows

All exterior doors and windows replacements require pre-approval by the Board. See page 20 of this document for the Door & Window Replacement Request Form.

#### Exterior Paint Colors

The following exterior paint colors are in effect for Edinburgh Commons and are being listed here for residents who want to repaint wood fencing inside of their patios or front doors. Home Depot also sells a Behr solid color paint that can be purchased for patio fencing. The dark brown color is Cordovan Brown.

Building Stucco and Trim paint are on file at Sherwin Williams on Reed Road.

#### Moving Responsibilities

If you are moving, it is important to contact the managing agent. Let them know who the new owner of record and your closing date will be. It is the selling Unit Owner's responsibility to make certain all condominium dues or fees are current and that mailbox keys are turned over to the new occupants.

It is the selling Unit Owner's responsibility to provide the association's Declaration and Bylaws to the new owners. If you do not have these documents, the managing agent will provide you with a set for a \$30 charge.

## **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

### **Purpose of Common & Limited Common Elements**

The revised state law 2004 changes the word “areas” to “elements” when used with common and limited common and is intended so in this document.

Common Elements are for the sole and exclusive use, benefit and enjoyment of the residents for the purposes and in the manner in which such elements and facilities are ordinarily used. No one shall use the Common Elements in such a manner as to disturb others. All Unit Owners own the Common Elements. No Unit Owner has the authority to change or modify these elements unless he/she has the proper permission from the Board.

The Common Elements include all elements of the grounds except for the Limited Common Elements of the front porch, patio and carport. Common Elements are also exterior walls, roof and roof structure, internal structural walls, basement walls, ceiling joists and floor joists.

Limited Common Elements are those for the exclusive use of the resident. The walls of the unit, carport and fences are common elements. The limited common element of the patio extends from the face of the four walls to 18 inches above the top of the fence.

Patio exceptions that may extend above the fence: awnings, flag on fence, bird feeders, table umbrellas.

### **Damage**

Unit Owners are responsible for the maintenance and repair resulting from damage to the common elements or limited common elements caused by any negligent or intentional act by the unit owner, or residents of a unit, or guest of any unit owner or resident.

### **Personal Effects & Exterior Surface of the Building**

All personal property, such as lawn chairs, bicycles, tables, etc., must be kept inside the patio area. Nothing may be hung or displayed, nor any signs, awnings, canopies, shutters, television, CB or radio antennae, satellite dish, or any other device or ornament be affixed to or placed upon the outside of windows, exterior walls, doors, fences or roof without prior written approval of the Board of Directors. Also see “Miscellaneous”.

### **Activity**

There shall be no playing, lounging, or parking of baby carriages, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements.

### **Parking Vehicles**

No boats, trailers, motor homes, recreational vehicles, trucks (larger than 1-ton pickups), campers, travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight without advance written approval by the Board's representative. Other vehicles used for recreation will be permitted to park in the limited common element for 48 hours to allow for loading and unloading. Said vehicles must not block normal ingress/egress of other residents and emergency vehicles. Commercial moving vans, when conducting business and commercial trucks when in the area to perform service or repair work are the authorized exception.

1. All parking by residents or guests must be:

A) Within the carport.

B) In the numbered space assigned to your condominium or any unmarked parking spaces.



- C) No vehicle may be parked in a guest space for more than 48 consecutive hours unless permission has been granted by the Board. Vehicles parked there for more than 48 hours are subject to being towed at the owner's expense.
- D) All vehicles shall be parked in such a manner as to not block any other resident's access/egress to the carport or the street.
- E) Guests may park in any unmarked, guest parking spaces or your designated space.
- F) Parking directly behind the carports is not permitted.

- 2. Residents/Owners with more than two vehicles must register the additional vehicles with the Management Company and park where designated by management.
- 3. Inoperable vehicles (with flat tires, expired tags, etc.) or vehicles which cannot be identified as belonging to a resident shall not be parked in any common areas except for short-term emergency work (flat tire, battery change/jump, etc.).
- 4. No vehicles shall be parked in any manner that blocks any street or driveway, or the ingress/egress to any other carport.
- 5. Violation of any of the parking vehicle rules could result in towing without notice at the vehicle owner's expense. No warning will be issued.
- 6. There will be no mechanical work or service on any vehicles in or out of the carports, except for topping off minor fluids such as washer, radiator and brake.
- 7. All drives are common elements considered the same as streets. CHILDREN SHOULD NOT BE PERMITTED TO PLAY IN THE STREETS.
- 8. The speed limit within the community is 15 m.p.h. Reckless operation, excessive speed and parking or driving on the lawn areas is prohibited.

### **Pets**

Pet owners are responsible for promptly cleaning up after their animals. The condominium Common Elements are for the enjoyment of all Unit Owners/Residents. These elements cannot be fully utilized if animal wastes are 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.

Page 8 of the Declaration and Bylaws: If the board determines that a pet constitutes a nuisance or creates a detrimental or dangerous condition for the Unit Owners, The Board may order the owner to remove such pet from the condominium property; the Board may charge any pet owner the cost of repairing any damage to the condominium property that is caused by the pet.

- 1. All pets must be walked on a leash not more than 8-feet long.
- 2. Patio areas must be kept clean and free of pet waste.
- 3. No animal pens or houses are permitted on patios or porches.
- 4. The cost of repairing any damage done to association property by an animal will be a special assessment on the unit of the Owner responsible for that animal. This shall include damage to the common lawn areas caused by urination in the same areas.
- 5. Owners will be assessed the cost for grounds maintenance people to clean up after their pets.

6. Animal wastes must be cleaned up immediately. 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 from the Board.

7. No pet shall be tethered outside on the lawn or common area; nor shall any pet be tied to any patio fence, nor shall any pet be tethered or gated on the front porch area.

8. After the first warning pet owners may be fined for violation of these policies, at the rate of \$25 for second offense, \$50 third offense, \$100 for each offense thereafter.

### **Watering of Lawn**

During the summer months unit owners are encouraged to help water the grass around their unit. Early morning and later evening hours are recommended.

### **Signs Within the Community**

No signs will be permitted, except as follows:

1. One professionally prepared "For Sale" or "For Rent" sign may be placed in a window of the condominium.
2. Security system decals may be placed in the window and/or a small post designed for that purpose may be put in the garden bed areas closest to the front door and carport.
3. No real estate signs are permitted in any common areas. Open house directional signs are permitted for 2 hours prior to and 2 hours after on the day and hours of the open house.

### **Architectural Control/Exterior Modifications**

Modifications, changes, additions, or improvements to the exterior of the unit buildings, common grounds and limited common grounds may not be made without prior written approval of the Board of Directors. This would include the installation of awnings. See the Improvement and Alteration Agreement Form on page 17.

### **Impairment of Structural Integrity of Buildings**

Nothing shall be done in any unit nor in or onto the Common Element or Limited Common Elements that would impair the structural integrity or would structurally change any of the buildings. The wall between the living room and kitchen is a load-bearing wall.

### **Architectural Regulations**

Nothing shall be permitted to be hung or displayed in windows except non-offensive window coverings (blinds, curtains, drapes, shutters) with colors of white, off-white. Nothing shall be placed on the outside walls of a building or otherwise outside a unit. No device or ornament shall be affixed to or placed upon the exterior walls or roof or any parts thereof, unless authorized in writing by the Board of Directors. No building, fence, wall, sign or other structure shall be started, erected or maintained upon the condominium property, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of same have been submitted to and approved by the Board.

## **MISCELLANEOUS**

### **Mailbox Keys**

Mailboxes locks and keys are the owner's responsibility. As part of moving responsibilities, mailbox keys should be turned over to the new owners. The Association and post office do not have keys for individual boxes. The mail carrier has master key to open the boxes but will not perform lock switch outs.

New locks can be obtained from Zettler's Hardware on Kenny Road, just south of Henderson Road. Ask for Door/Drawer Utility Lock. The ½" lock should be the correct size. If possible, take the existing lock with you for comparison.

TO INSTALL - Catch the mail carrier during delivery hours. Remove U clip from inside of door by using a flathead screwdriver to tap upwards to remove. Replace with new lock.

OR TRY:- Sometimes you can loosen the existing lock without having the mail carrier open the box. Insert a large flathead screwdriver in the keyhole and turn it to the left 1/8<sup>th</sup> or ¼<sup>th</sup> of an inch to open the box. With the door open, use a flathead screwdriver to push up on the U clip. Remove old lock and replace with a new one.

### **Holiday Decorations**

A small display of lights/decorations not causing permanent damage to the drive side of the patio fence can be displayed on the drive side of the fence during holiday seasons. Front and patio/carport doors may have seasonal wreaths.

### **Bird Feeders**

Bird feeders or bird baths are not permitted in the common elements, the only area bird feeders or baths are permitted is inside the limited common element patio area. Residents who want to have bird feeders or baths will be responsible for keeping them clean and for picking up any debris that falls to the ground.

### **Flowers/Flower Pots/Planters/Baskets**

Owners are encouraged to plant flowers (annuals and perennials) and foliage, in the mulched common element immediately adjacent to the front of their unit. Flowers may be planted inside the patio fence or directly outside the patio fence in the existing mulched common element.

Hanging baskets may be hung inside the patio on the wood fence or wood walls.

Maintenance of the flowers is the responsibility of the resident and dead annuals are to be removed at the end of the season. The association will remove annuals that are not maintained during the growing season and become unsightly, and a cost will be assessed to the resident for their removal. The Association will advise the lawn care contractor to avoid damaging the flowers or plantings but the association will not replace damaged plants.

### **Personal Hose Reels/Hoses**

Personal hose reels and hoses must be stored in the carport/garage or patio area when not in use. Hoses must be disconnected prior to winter freeze to avoid frozen hose bibs in the basements. Do not reconnect hoses until they will not freeze. Repair of a shared hose bib in a carport is the both owners' responsibility. In buildings that have 2 hose bibs in the carport, each owner is responsible for their bib.

### **Patio Grills**

Covered grills may be used in the patio area only. The grill must be at least 5-feet from the unit and carport walls. No other form of open flame appliance may be used such as turkey fryers or log burning units. It is recommended by the Board that a fire extinguisher be hung in the area of the grill.

### **Fire Wood Storage**

Fire wood may be stored on the patio and carport. Fire wood is a potential carrier of termites. Extra care must be taken in the storage of fire wood. Fire wood must be stored on a metal rack at least 2-inches above the floor and 12-inches from any wall. An air tight container or container proven to alleviate the problem also may be used. If anyone reports a violation of this to the board or management company a 10-day notice to correct the problem will be issued. If the problem is not corrected within the 10 days, the management company is authorized to remove the fire wood at the owner's expense.

### **Carports**

Carports may be used for limited storage of items but must be kept in order and clean. It is encouraged that stored items be kept in enclosed cabinets. Our units are viewed from the drives at the rear. The first impression is of the carport areas. The board does not want to take away the storage or limit the storage or make the use of cabinets mandatory.

### **American Flags**

The American flag may be flown or displayed at anytime following flag protocol. Flag holder, (1) per unit may be installed on the rear patio fence.

### **Landscape Changes/Additions**

If you are interested in adding trees, shrubs or any other permanent landscape material in the common area or patio area, detailed plans must be submitted in writing to the property manager for approval by the Board prior to the commencement of the work.

### **Storm Doors**

The approved storm doors are the bronze-colored, full-view doors. See page 20 for Window and Door Replacement Request Form.

### **Awnings**

Awnings are permitted over the rear door to the condominium. The Improvements and Alteration Agreement must be approved by the Board prior to the installation and all specifications must be followed. See page 17.

Specifications:

1. Color is Mocha #4616, Sunbrella, Glen Ravine Mills, Inc.
2. One style awning is approved.
3. Measurements of awning must not exceed, 84" wide, 42" projection, 28" wall.
4. Frames must be welded.
5. An Improvement/Alteration Agreement must be completed prior to the commencement of the addition.
6. Top attachment will be into studs located in the field. Toggle bolt type of attachment is not allowed.
7. Center awning over sliding door to allow for future replacement of door with a standard unit. This will allow 6" on each side

New installation or replacement canvas matching the mocha color can be obtained locally from:

Capital City Awning  
577 North 4th Street  
Columbus, Ohio 43215  
614-221-5404 or 1-800-238-1121

### Garage Doors

Garage doors may be added if both owners sharing the carport are in agreement. Garage doors must be added to both addresses and paid for by each individual owner. Several units on both Tartan and Shannon have installed doors. The type and design of the garage doors and work must be similar to previously installed units. The Improvement and Alteration Agreement must be signed prior to the installation. See page 17.

### Other

The following items are strictly prohibited at Edinborough Commons in any common elements.

1. Any type statue, statuette, yard or lawn ornament in the common areas.
2. Artificial flowers
3. Mounted hose reels
4. Swing sets, laundry poles, or clotheslines
5. Laundry (swimsuits, towels, rugs, etc. included) hung over any patio fence
6. No personal property that is visible above the patio fence, with the exception of, awnings, flag on fence, patio umbrellas, chair backs, bird feeder poles/post and satellite dish.

### Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized at Edinborough Commons. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited.

### Construction, Remodeling Debris

Unit Owners are responsible for the disposal of and removal of this material from the premises. The city of Columbus will not empty dumpsters containing these materials or when prohibited items are placed in the bulk pickup area. The city may impose a significant fine for this violation if detected.

The designated bulk pickup area for all residents is located behind the dumpster at the Tartan/Drew entrance. There is a rear access fence. Check the City of Columbus' website for prohibited bulk pickup items.

### Satellite Dishes

Dishes may only be installed inside the rear patio with Board permission. **Dishes under no circumstances are NOT allowed in the common areas.**

1. Dishes shall be 22 inches or less in diameter.
2. The dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer's specifications. Specifically, dishes shall be properly grounded according to applicable codes and manufacturer's specifications.
3. All cables and wires shall be routed in a manner such that they are not easily visible from neighboring units or from the street.
4. On a post set in the ground within the fenced area not to exceed 18 inches above the height of the patio fence.
5. Under no circumstances is the dish to be attached to the common elements of the fence, garage wall or building wall. Dishes shall be installed in the rear of the unit within the fenced patio limited common element only.
6. The board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.
7. The Board reserves the right to specify the specific location where the dish is to be mounted.
8. The owner of the unit shall be responsible for any damage to the unit caused by the dish or the installation process.
9. Notify Board of installation plans.

10. The location of most satellites available to Edinborough is 210 degrees, south, south west. The position above level is 40 degrees

### **Sump Pumps**

Under the Declaration and Bylaws, the Association's only obligation is repair and maintain the common elements, which includes sump pumps.

All unit owners should have a Condominium Unit Owners Policy for insurance purposes, It is important that policy include Sewer and Drain Backup Coverage regardless if there is a sump pump located in your unit or not. Contact your insurance agent for more information.

Unit Owners with a sump pump must report a non-working sump pump to the Edinborough Condo Property Management company. You should regularly test the sump pump to make sure it is functioning correctly. If you need assistance in doing so, please contact the property management company.

Testing Directions:

Step 1: Verify that the electrical cord for your sump pump is plugged into an outlet. Remove the lid to the sump pump, if your pump has a lid. Using a flashlight, inspect the interior of the basin for any clogs or debris. Remove any debris that you find.

Step 2: Pour approximately 5 gallons of water into the basin of your sump pump. Pour slowly (at approximately the same speed that water might flow into the basin from the basement) until the sump pump turns on and begins to pump out water. Do not pour in more water than the basin will hold. Expect the sump pump to begin pumping out water when the water level reaches approximately 1 to 12 inches below the surface of the basement floor.

Step 3: Look for a float on the sump pump. Verify that the float functions correctly and does not catch against the lid or basin, as its proper operation ensures that the sump pump turns on when the water level reaches the correct height.

### **Use of Unit Owner Security Cameras**

Unit Owners may install security camera(s) but these rules must be followed for installation, maintenance, and use of the security camera(s):

1. Security cameras are not to be mounted or placed upon the Common Elements of the condominium property without prior written approval from the board of directors. The board of directors must approve the location and placement of the security cameras prior to installation. Security cameras may be placed within the Limited Common Elements assigned to each Unit without approval from the board, but must not interfere with an adjacent Unit Owner's privacy.
2. Each Unit Owner is personally responsible for any costs related to damages to the Common Elements if a camera is mounted in the Common Elements. The Association will have the right to remove the camera(s) from the Common Elements if a Unit Owner fails to do so after notice and an opportunity to cure regarding a violation related to the placement or location of the camera(s). The Unit Owner will be charged all costs for repair to the Common Elements, if necessary, and removal of the camera(s).
3. Security cameras must be placed as to not invade another Unit owner's privacy. Cameras cannot be directed into another Unit Owner's Limited Common Elements or inside another Unit. All cameras must be mounted and directed to view only the immediate area of the entryway to a Unit such as the immediate front or back door area. The camera may not be directed at another Unit, or upon another Unit's doorway, or upon the general Common Element parking areas or side walks. Each Unit Owner is responsible for ensuring that he or she is not violating the privacy of another Unit Owner or resident.

4. Each Unit Owner that installs a security camera is responsible for maintaining and repairing that camera and any accessories related to the security camera. The Association will not be responsible for maintenance or repairs of any individual security cameras.
  
5. Any dispute between Unit Owners regarding privacy concerns related to the camera(s) will be a dispute between the Unit Owners. Each Unit Owner is responsible for proper use of the camera(s). The board will not intervene in "Owner to Owner" disputes related to privacy concerns.

**Checklist of Maintenance Responsibilities - PESTS**

| <b>Pests Problem</b> | <b>Owner Responsibility</b> | <b>Association Responsibility</b> |
|----------------------|-----------------------------|-----------------------------------|
| <b>ANTS:</b>         |                             |                                   |
| Carpenter            |                             | X                                 |
| Honey                | X                           |                                   |
| Pavement             | X                           |                                   |
| Pharaoh              | X                           |                                   |
| <b>BEES:</b>         |                             |                                   |
| Honey                |                             | X                                 |
| Carpenter            |                             | X                                 |
| Centipedes           | X                           |                                   |
| Chimney Varmints     | X                           |                                   |
| Earwigs              | X                           |                                   |
| Fleas                | X                           |                                   |
| Groundhogs           |                             | X                                 |
| Hornets              |                             | X                                 |
| Indian Meal Moths    | X                           |                                   |
| Mice                 | X                           |                                   |
| Millipedes           | X                           |                                   |
| Opossums             |                             | X                                 |
| Raccoons             |                             | X                                 |
| Rats                 | X                           |                                   |
| Roaches              | X                           |                                   |
| Silverfish           | X                           |                                   |
| Skunks               |                             | X                                 |
| Spiders              | X                           |                                   |
| Squirrels            |                             | X                                 |
| Termites             |                             | X                                 |
| Ticks                | X                           |                                   |
| Wasps                |                             | X                                 |

## Checklist of Maintenance Responsibilities

| Description   | Owner Responsibility | Association Responsibility |
|---|----------------------|----------------------------|
| Chimney (vents, damper within unit)                                 | X                    |                            |
| Doors: Weather-stripping, Storms & Screens                          | X                    |                            |
| Doors: Garage & Entry **  | X                    |                            |
| Fences: For Patio Screening   |                      | X                          |
| Carport Door  | X                    |                            |
| Heating & Air-conditioning Systems                                  | X                    |                            |
| Landscaping: care & replacement of patio shrubs and plantings       | X                    |                            |
| Patio Replacement (concrete) only where required for utility access |                      | X                          |
| Personal Pipes: gas, water, sewer, servicing one unit               | X                    |                            |
| Property Damage Within Unit *                                       | X                    |                            |
| Walls: Interior Maintenance   | X                    |                            |
| Windows: Frame, Glass, Screens & Storm                              | X                    |                            |
| Wiring: Electrical, Telephone & Cable Servicing One Unit            | X                    |                            |
| Chimney: Exterior Siding, Exposed Flue & Flashings Foundation       |                      | X                          |
| Walls, Footings & Footing Drains                                    |                      | X                          |
| Garages: Structural Maintenance, Siding, Trim,                      |                      | X                          |
| Interior Damage: caused by roof leak, etc. (drywall, paint, etc.)   | X                    |                            |
| Landscaping : Care of Lawns, Shrubbery, Trees                       |                      | X                          |
| Common Area Lighting  |                      | X                          |
| Exterior Unit Light Fixtures/Bulbs                                  | X                    |                            |
| Light Bulbs Interior  | X                    |                            |
| Painting: Exterior & Color Selection                                |                      | X                          |
| Pipes: Servicing More Than One Unit                                 |                      | X                          |
| Road & Parking Area Pavement & Markings                             |                      | X                          |
| Roofs: shingles, flashing, gutters, downspouts                      |                      | X                          |
| Snow Removal: roads, driveways, walks                               |                      | X                          |
| Walks: sidewalks  |                      | X                          |
| Walls: Exterior Structural Maintenance                              |                      | X                          |
| Sump Pumps ***  | X                    | X                          |
| Carport Hose Bibs – frozen or leaking                               | X                    |                            |
| Basement Window Well Covers   | X                    |                            |
| Downspout damage at corner of Carport                               | X                    |                            |
| Cleaning of Unit Fireplace/Chimney Flue                             | X                    |                            |

\*Included but not limited to damage, which is caused from exterior.

\*\*It is the unit owners' responsibility to maintain the front entry doors, which includes painting as needed.

\*\*\* Sump Pumps is spilt responsibility. Owners with sump pump must report to the management company if it is not working. The Association is responsible to maintain or replace.



# Improvement and Alteration Agreement

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

and between \_\_\_\_\_(Owner) and The Board of Directors of Edinborough Commons Condominium Association (Board).

**WHEREAS**, the undersigned is the owner of unit # \_\_\_\_\_, address of \_\_\_\_\_, in

Edinborough Commons Condominium Association and is desirous of making certain improvements and/or alterations to the limited common element of the condominium property; and

**WHEREAS**, the Board of Directors of Edinborough Commons Condominium Association has voted to permit such improvements and/or alterations to be made upon the execution of this Agreement.

Now THEREFORE, the Owner and Board agree as follows: upon execution of this Agreement, Owner shall perform the below described improvements and/or alterations and thereafter assume responsibility for all maintenance and repair, routine and otherwise, of such improvements and/or alterations, all at Owner's sole cost and expense. All improvements and/or alterations shall be performed in good and workman-like manner, without liens, and at minimal inconvenience to other residents. The Board reserves the right to revoke its consent to perform the improvements and/or alterations in the Board's sole opinion the work is performed in a unworkman-like manner; in which event, Board may have the same removed and restored at Owner's expense.

The Owner hereby further agrees to include in any contract for sale of said unit a clause which expressly binds any future Owner to responsibility for maintenance and repair of the below referenced improvement and/or alterations.

Description of Improvements/Alterations:

Owner further agrees that, if requested by Board, Owner shall execute a Declaration if recordable form for which sets the terms of this Agreement.

**IN WITNESS** thereof, Owner and Board have hereunto set their hands the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Owner \_\_\_\_\_

**THIS FORM MUST BE ACCOMPANIED BY THE NOTARY ACKNOWLEDGEMENT BY THE OWNER. THE BOARD PRESIDENT WILL SIGN AFTER APPROVAL BY THE BOARD.**

**Acknowledgement**

State of Ohio

County of Franklin: SS

Before me, a Notary Public, personally appeared  
owner \_\_\_\_\_

And swore the signing hereof to be his/her/their free and voluntary act this  
\_\_\_\_\_ day of

.....20..... \_

Notary Public

State of Ohio

County of Franklin: SS

Before me, a Notary Public personally appeared \_\_\_\_\_  
\_\_\_\_\_

The President of Edinborough Commons UOA and sworn the he/she is duly authorized to sign this  
agreement and that the same is the free act and deed of Edinborough Commons UOA, witness

my hand this \_\_\_\_\_ day of \_\_\_\_\_ ,20 \_\_

Notary Public

# REPLACEMENT WINDOW & DOOR INSTRUCTIONS

1. Declaration and Bylaws require written permission from the Board before a Unit Owners can replace exterior doors and/or windows. Failure to comply with the process below can result in the Association requiring the Unit Owner to remove an unapproved door or window.
2. Replacement Rules:
  - All front windows of a unit must be replaced at the same time to maintain a uniform appearance.
  - The upstairs rear bedroom window can be replaced separately. The kitchen window does not have to be replaced at the same time as it is hidden by the carport.
  - Patio doors can be replaced separately. Approved exterior patio door colors are tan or dark brown.

**White is NOT an approved color for any exterior doors or window.**

Approved vendors are Northwest Building Resources, Rossati Windows and Able Windows. Approved vendors carry quality products, sell approved colors and have proven installation track records.

Owners can request the board consider a different vendor; however, the Board has the authority to approve or deny any request.

Once you've selected an approved vendor:

- 1) Fill out the attached Window and Door Replacement Request Form.
- 2) Submit request as well as a copy of the contractor's quote to the property manager.
- 3) A review of the request and the Board vote can be done by email. Replacement work can ONLY proceed following written Board approval.

## **Approved Vendors for Window & Door Replacement:**

### **Northwest Building Resources**

5830 U.S. Highway 42,  
Ostander, Ohio 43061  
Toll Free: 1-888-881-1018  
Local: 1-740-881-1018  
Ask for Joe Nichols

### **Able Windows**

Westerville, Ohio  
Local: 614-570-1073  
Ask for: Josh Overmyer  
jovermyer@ableroof.com

### **Rosati Windows**

4200 Roberts Road  
Columbus, OH 43228  
Toll Free: 1-888-866-7800  
Local: 614-777-4806

# Window and Door Replacement Request Form

Submit to the Management Company

Copy to Association Board representative \_\_\_\_\_

The Declaration and Bylaws state that changes and improvements to the exterior of the unit may not be made without written approval from the Board of Directors. The Management Company will present this form at the next board meeting for inclusion in the minutes. The Management Company will follow up by sending you a letter of Board approval for you to keep in your files. The board will make a best effort to approve this by special meeting within two (2) weeks after receipt if a quarterly meeting is not on the schedule within a reasonable time.

Windows will be the Slider/Glider type. The exterior color is bronze **with a matching bronze frame** and gray screen. Debris will be removed from the site at the time of installation. Either

(a) all windows front and back,

(b) all front windows,

(c) all back windows,

(d) bay window on side will be replaced.

(e) Front entry doors must match existing style and be the approved bronze color.

(f) Storm doors should be full view or primarily full view style in a bronze color.

(g) Patio doors must have an exterior color or bronze or tan with matching screen.

(h) Carport door must match the existing door and be painted to match the surrounding wood.

I request approval for the installation of the above windows: (a) \_\_\_\_\_, (b) \_\_\_\_\_, (c) \_\_\_\_\_, (d) \_\_\_\_\_.

I request approval for the installation of the above doors: (e) \_\_\_\_\_ (f) \_\_\_\_\_ (g) \_\_\_\_\_ (h) \_\_\_\_\_.

Owner \_\_\_\_\_

Unit Address \_\_\_\_\_

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

**Attach a copy of the contractor's quote.**

For Questions, please contact: Property Manager:

Approved by the Board of Directors on \_\_\_\_\_

Signed by Directors \_\_\_\_\_ Date \_\_\_\_\_

# FORMAL COMPLAINT FORM

Name/Violator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violation(s): \_\_\_\_\_

Describe nature, location, time, date, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature . \_\_\_\_\_

Please submit form to Property Manager.

# New and Current Owners' and Renters' Form

This information is required under Ohio Revised Code 5511.09. For reasons of safety, security, emergencies and contact you must provide to the Management Company the following information. This information will only be used by the management company for the stated purpose. This information will not be used in a residents' directory without your approval.

Name of owners.....

.....

Address of unit .....

Mailing address if different from unit address.....

.....

Business mailing address for Management Company if rental.

.....

Email .....

Telephone home .....

Telephone business.....

Mobil Phone.....

Names of all occupants other than the owners and relationship.

.....

.....

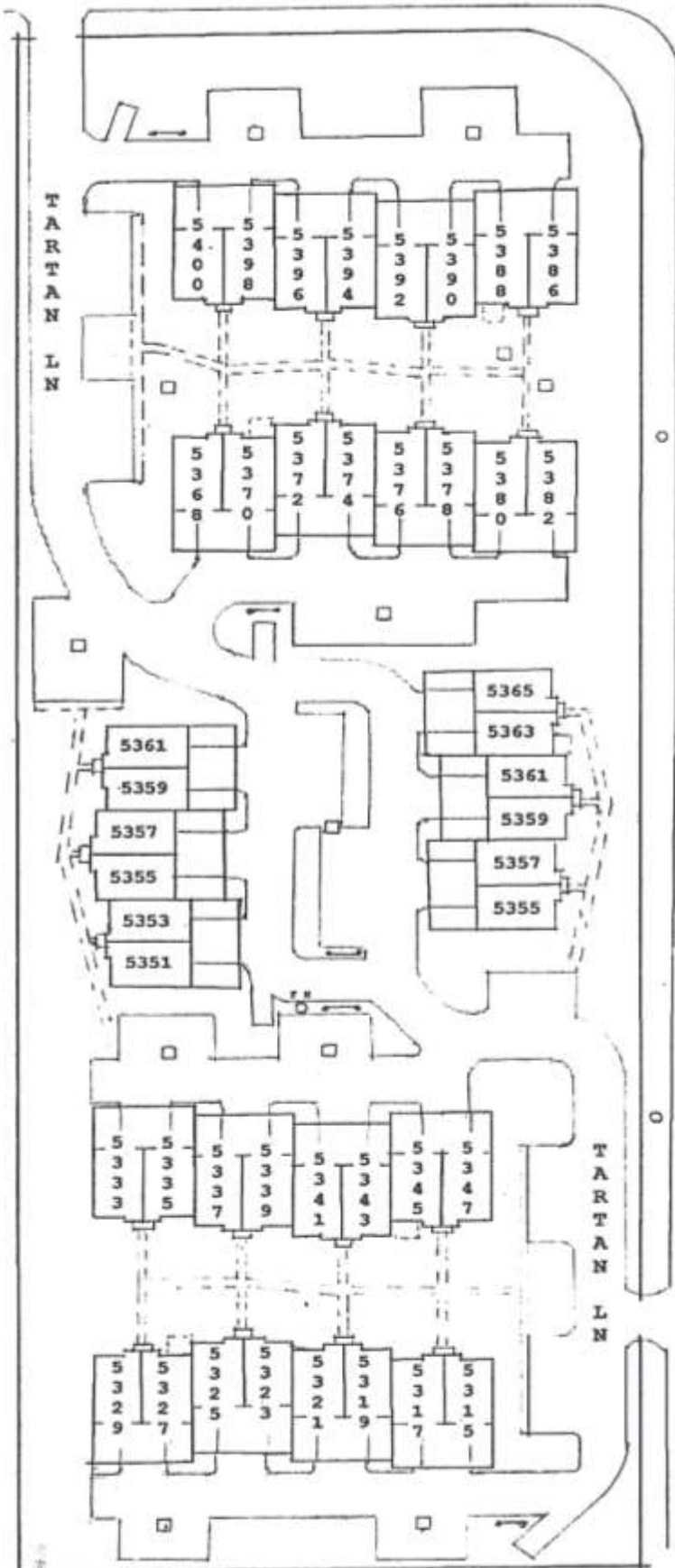
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Signature of person providing this information.

.....Date.....

DREW



REED RD

