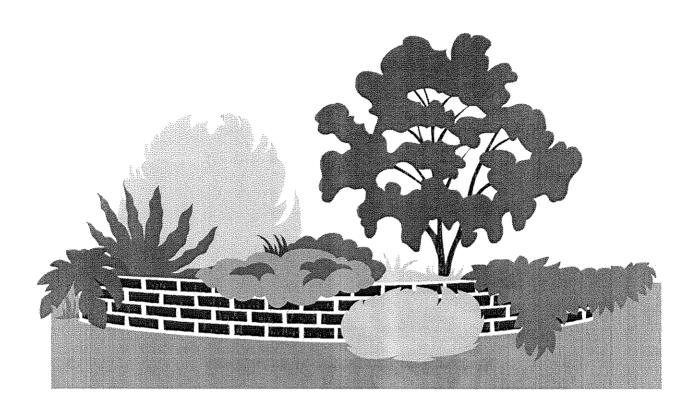
Cheshire Commons

Handbook of Rules and Regulations



Reference Guide-Revised November 2009

The Board and Management of the Association as a quick source of general information about the Association and its Unit Owners prepared this Reference Guide. <u>This is not a substitute for the Declaration and By-Laws, which should be read and understood by every unit owner.</u> In the event of a conflict between this handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities should be directed initially to the Association's Property Manager who is paid to handle the majority of owner/resident problems. If it is felt that a satisfactory response has not been received from the Manager, the question should then be directed to the Board of Trustees (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 to this handbook by contacting our Property Manager at Towne Properties

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Cheshire Commons Condominium Association

General Information:

Board of Trustees- "See attachment "A" for current names"

The Board has been delegated, in the By-Laws, the responsibility for operation and management of the Association's affairs. The Board will consist of five (5) Cheshire Commons Unit Owners, all elected by fellow Unit Owners at the Annual Association

Meetings

The Board meets as necessary to review the Association's finances and operations. Any Unit Owner is welcome to attend these meetings, to address their concern(s). To get on the agenda contact the management representative to find out when the next meeting will be held and the time and location. You may also call one of the listed Board members to find out the time and place of the next meeting. All meeting dates and times are published initially in the Annual Meeting Minutes, but are subject to change. These meeting minutes are sent out to all owners.

By-Laws

Every Unit Owner should have received a set of the Condominium Declaration and By-Laws at the closing of their Unit. Included in the Declaration and By-Laws documentation, there should be additional pages listed as Rules and Regulations, which govern the Association. You should acquaint yourself with the Declaration and By-Laws. If you do not have a copy, a copy can be obtained from your Property Management Representative for twenty dollars (\$20).

Purpose of Rules and Regulations

The purpose of the rules and regulations of Cheshire Commons Condominium Association is to establish rules that will allow the community 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 By-Laws. It is the duty of each Association owner and resident to become knowledgeable of these Rules and Regulations and to observe them. The following Rules and Regulations supersede all previously published or announced rules and regulations.

Modification of Rules and Regulations

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

Property Management

Managing Agent for Cheshire Commons Condominium Association is Towne Properties. Currently our Property Manager is Nancy Shepard.

Customer Service Representative

Nancy Shepard dispatches all emergency maintenance as well as non-emergency calls. During normal business hours please call 781-0055. The representative is in charge of dispatching emergency maintenance calls and taking Association service requests.

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Interior Maintenance

Interior maintenance is a unit owner responsibility.

Cheshire Commons Condominium Association is not responsible for interior maintenance expenses.

Emergency Telephone Numbers

Police Department (Emergencies)	911
Police Dept. (Non Emergencies)	645-4545
Fire Department (Emergencies)	911
Fire Department (Non Emergencies)	221-2345
Columbia Gas (Gas Odors)	800-282-0157
Columbia Gas – Customer Service	800-344-4077
Electric Company (AEP)	
24 hour Customer Service	800-277-2177
Underground line Location	800-362-2764
Towne Properties	781-0055
Maintenance 24 hours	781-0055
Columbus Health Department	645-8191

Financial Matters:

Association Dues

Association Dues are payable to Cheshire 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 by the 10th.

Returned Checks (NSF)

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

- 1. Charged back to the individual account
- 2. A \$25 handling fee payable to Cheshire Commons Condominium Association will be charged back to the homeowner's account.
- 3. Checks will be held until a replacement check has been cleared for payment.

Delinquency Policy on Fees and Assessments

- 1. Upon 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.
- 2. A lien is automatically filed at sixty-days. The delinquent Unit Owner's account is charged the cost of filing the lien. The Unit Owner is sent a monthly Delinquent Notice 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 will be added to the Unit Owner's account. Any additional costs and the attorney fees will be added to the delinquent Unit Owner's account and will be recouped by the Association after adjudication or settlement.
- 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.

Towne Properties, managing agent, handles the 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 street lighting utilities.

Condominium Insurance

The Association will maintain appropriate levels of insurance according to state law and the Condominium Declaration and By-Laws. The insurance carrier can change, so please call our Property Manager to get the most current information on our Insurer.

Common Areas:

Purpose

The common area is for the sole and exclusive use, benefit and enjoyment of the residents for the purposes and in the manner in which such areas and facilities are ordinarily used. No one shall use the common areas in such a manner as to disturb others. All unit owners own the common areas. No unit owner has any authority to change or modify this area unless he/she has the proper permission from the Board. The common area includes <u>all</u> areas of the grounds except for the porch and patio (limited common areas).

Damage

Unit Owners are responsible for the maintenance and repair resulting from damage to the common areas 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

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 exterior walls, doors, fences or roof without approval of the Board of Trustees.

Activity

There shall be no playing, lounging, or parking of strollers, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common area. Limited Common Areas such as patios should be used for their intended purposes.

Exterior Surface of Building (Window/Window Coverings)

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside wall of any of the buildings, and no signs, awnings, canopies, shutters, radio or television antennas, or satellite dishes shall be affixed to or placed upon the exterior walls or roof or any part of any building without the prior consent of the Board of Trustees.

Parking/Vehicles

- 1. No boats, trailers, motor homes, recreational vehicles, truck (larger than 1 ¾ ton pick-up), campers, travel trailers, commercial vehicles or any vehicle with commercial advertising may be parked on any street or driveway without advance approval by the Board's representative. Other vehicles used for recreation will be permitted to park in the limited common area 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.
- 2. All parking by residents or guests must be:
 - a) Within the carport.
 - b) In the numbered space assigned to your condominium.
 - c) No vehicle may be parked in a guest space for more than 48 consecutive hours, unless the Board has granted permission. Vehicles parked there for more than 48 hours are subject to being towed at the owner's expense. "This provision is intended for guest vehicles! It <u>DOES NOT</u> mean you as an Owner or Renter can park your car in a Guest Spot during the night and then drive to work and return to a Guest Spot.
 - NOTE: Guests with extended stay will be required to comply with either a) or b) above!
 - d) All vehicles shall be parked in such a manner as to not block any other resident's access/egress to the garage or the street.
 - e) Guests may park in the unmarked or guest parking spaces.
 - f) Parking behind the carports or along the driveways is not permitted. This is a Fire Lane.
 - g) Residents/Owners with more than two vehicles must <u>register the additional vehicles with the Management Company</u> and must park the third vehicle on Sharon Woods Blvd.
- 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. The **speed limit within the community is 15 M.P.H.** Reckless operation of vehicle, excessive speed and parking or driving on the lawn areas is prohibited.
- 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.

Pets (Cats & Dogs)

Pet owners are responsible for cleaning up after their animals <u>immediately</u>. The Condominium Common Areas are for the enjoyment of all Unit Owners/Residents. These areas 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 By-Laws.

- 1. All pets must be walked on a leash. The leash should be no longer than 6 feet. (No Reel Type Leases may be used on property). Reason: Past experience has shown owners using these types of leashes tend to let their pets wonder into flowers and bushes that residents have purchased and planted, causing damage to them and it also creates bad feelings and relationships with the entire community.
- 2. Patio areas must be kept clean and free of pet wastes.
- 3. No animal pens or houses are permitted on patios or porches.
- 4. Pets are not permitted to be left outdoors or on patios /porches.
- 5. The cost of repairing any damage done to Association property by an animal will be a special assessment to the Unit Owner responsible for that animal. This shall include damage to the common lawn areas caused by urination in the same areas.
- 6. Owners will be assessed the cost for grounds maintenance people to clean up after their pets.
- 7. Animal waste 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.
- 8. 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.
- 9. The number and size of household domestic pets (not bred or maintained for commercial purposes) are subject to reasonable limitations.
- 10. Pet owners may be assessed for violation of these policies, at the rate of \$25 for each offense, after the first warning notice.
- 11. Pit Bulls or other aggressive natured animals will not be allowed in the community. The board reserves the right to restrict other breeds, as it deems necessary.

Watering of Lawn& Flower Beds

During the summer month's unit owners are encouraged to help water the lawn and flowerbeds around their unit. Early morning and later evening hours are recommended. Note: Should a City Watering Restriction/Ban be implemented, you would need to refrain from watering and follow the instructions imposed by the City Watering Restriction/Ban

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 area closest to the front door.

No Real Estate signs are permitted in any common areas. Open house directional signs (5) are permitted for reasonable periods of time.

Architectural Control:

Exterior Modifications

Modifications, changes, additions, or improvements to the exterior of the unit buildings, common grounds and limited common grounds <u>may not be made without prior written approval of the Board of Trustees</u>.

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Impairment of Structural Integrity of Buildings

Nothing shall be done in any unit nor in or onto the Common or Limited Common Areas and Facilities, which would impair the structural integrity or structurally change any of the buildings.

Architectural Regulations

Nothing shall be permitted to be hung or displayed on the outside or inside of windows (except non-offensive window coverings) or placed on the outside walls of a building or otherwise outside a unit, and 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 Trustees. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium property, 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 same have been submitted to and approved by the Board

Moving Responsibilities

If you are moving, it is very important to contact the Property Management Company. Let them know who will be the new owner of record and your closing date. It is the old owner's responsibility to make certain all condominium dues are current. It is the old owner's responsibility to give a copy of the Association Declaration and By-Laws to the new owners. If you do not have these documents, the Property Management Company will provide you with a set for a \$20 charge.

Rules Enforcement

Any resident 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 Property Management Company. The complaint will be investigated and processed for further action, as deemed necessary. Residents who fail to comply with the rules and regulations will be sent a warning reminder of the violation. If it reoccurs, or is not corrected after notice is received, the resident will be asked to appear before the Board to explain their actions or will receive an enforcement assessment.

Miscellaneous:

Holiday Decorations

A reasonable display of lights/decorations not causing permanent damage to the building, gutters, or stucco can be displayed during holiday seasons.

Bird Feeders

Residents who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris that falls to the ground. The bird feeder must be of freestanding style or hanging in a tree (not attached to walls or fences).

Flowers/Flower Pots/Planters/Baskets

Owners are encouraged to plant flowers (annuals and perennials) and foliage, in the mulched common areas immediately adjacent to their unit. Flowers may be planted inside the patio fence or directly outside the patio fence in the existing mulched common area. 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, which are not maintained during the growing season and become unsightly, and a cost will be assessed to the resident for the removal.

Personal Hose Reels/Hoses

Personal hose reels and hoses must be stored out of view as much as possible when not in use, in the carport/garage, patio areas or flowerbeds.

Landscape Lights

Landscape lights may be installed only in patio areas or flowerbeds.

American Flags

The American Flag may be flown or displayed at any time following normal flag protocol. No flags may be attached to the new vinyl fencing or to the stucco portion of the buildings.

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 to the Property Management Company and Cheshire Commons Condominium Association Board, prior to the commencement of the work. The request must be in writing.

Storm Doors, Windows, Garage Doors

Storm doors must be bronze in color. A full view or self-storing door is permitted.

The Board Approved windows are Champion Windows. Please call Champion Windows at 841-1616 for information on the Approved windows.

The Board Approved Garage Door is from Suburban Door. Please call 891-6074 to order your door.

Other

The following items will be strictly prohibited at Cheshire Commons in any common area:

- 1. Any type statue, statuette, yard or lawn ornament in the common area.
- 2. Artificial flowers.
- 3. Mounted hose reels to the building.
- 4. Swing sets, laundry poles, or clotheslines.
- 5. Laundry (swimsuits, towels, rugs, etc. included) hung over any patio fence.
- 6. Personal property visible above the patio fence, with the exception of patio umbrellas, chair backs and bird feeder poles/posts.

Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized at Cheshire Commons. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Condominium Association as regards to a community activity.

Condominium Leasing at Cheshire Commons

- 1. No more than 15%, a total of 9 units, of Cheshire Commons may be leased at one time.
- 2. Exemptions provided that the otherwise applicable rule or rules shall not apply in these instances: (a) excluding the rights of any institutional first mortgage, insurer, or guarantor that takes title to a unit by foreclosure. The lease or rental of a unit or units in any instance in which the Board of Directors, in its sole and unfettered discretion, determines that (b) application of these limitations would create an undue hardship in light of all applicable facts and circumstances, owing to special circumstances or conditions, (c) the purpose of promoting owner occupancy eligibility would not be threatened, and (d) relief from the limitations herein would not be contrary to the best interests of Cheshire Commons Condominium Association.
- 3. A lease (original or renewal) shall not be for a term of less than twelve (12) consecutive months. No rental or lease shall be of less than an entire unit.
- 4. A copy of the lease must be submitted and kept on file by the management company.
- 5. Rental owners shall be assessed twenty five dollars (\$25) per day for each day their lessee occupies the unit without approval by the Board of Directors, unless the Board has given prior permission.
- 6. Rental owners shall maintain the same obligations as if they continued to inhabit their unit, and will be responsible for the actions of their tenant. Owner must supply a copy of the *Handbook of Rules and Regulations* to lessee, get a signed receipt from lessee, and forward a copy of the signed receipt with a copy of the lease to the management company.
- 7. Any unit under lease prior to the date of this rule change*, is subject to these changes on all future leases.
- 8. These Regulations shall not effect the existing term of any lease in effect, nor any unit then under lease at the time of passage of these Regulations*. If any unit under lease at the time of passage of these Regulations* ceases to be occupied by a tenant for any period in excess of thirty (30) days, then that unit shall lose its status as a rental unit and be subject to the above prohibitions and conditions.
- 9. If the Board learns that a unit is being rented and the community is at their rental capacity, the Association can begin the eviction process. The owner will receive a letter indicating that they are in violation of the rules and have 10 days to get their renter out. If they fail to comply, the Association will tag the door with a (3) day eviction notice. If they do not move out in the 3 days then we contact our attorney and file eviction with the courts. The owner shall be responsible for any legal fees during this process.

^{*}The above Regulations were approved by the Board of Directors on November 12, 2009.

Checklist of Maintenance Responsibilities:

Insects and Rodents

Problem	Owner Responsibility	Association Responsibility
Ant: Carpenter		X
Honey	X	
Pavement	X	
Pharaoh	X	
Bees: Honey	X	
Wood		X
Centipedes	X	
Chimney Varmints	X	
Chipmunks	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
Woodpeckers		X

Structural

Description	Owner	Association
	Responsibility	Responsibility
Chimney (vents, damper within unit)	X	
Doors: Weather-stripping, Storms & Screens	X	
Doors: Garage & Entry**	X	
Fences: For Patio Screening		X
Patio Gate	X	
Heating & Air-conditioning System	X	
Landscaping: Care & Replacement of Patio Shrubbery and Plantings	X	
Patio Replacement (concrete)	X	
Patio Maintenance	X	ATTENDA OF THE PROPERTY OF THE
Personal Pipes: Gas, Water, Sewer, Servicing One Unit	X	
Property Damage Within Unit*	X	
Walls: Interior Maintenance	X	
Windows: Frames, Glass, Screens & Storms	X	
Wiring: Electrical & Telephone Servicing One Unit	X	
Chimney: Exterior Siding, Exposed Flue, Flashing		X
Foundation Walls, Footing Drains		X
Garages: Structural Maintenance, Siding, Trim, (Door surface		X
finishing)* only		
Interior Damage: Caused by Roof Leak, etc. (drywall, etc)	X	
Landscaping: Care of Lawns, Shrubbery, Trees		X
Common Area Lighting		X
Exterior Unit Light Fixtures/Bulbs	X	
Light Bulbs	X	
Painting: Exterior & Color Selection	·	X
Pipes: Servicing More Than One Unit		X
Road & Parking Area Pavement		X
Roofs: Shingles, Flashing, Gutters, Downspouts		X
Snow Removal: Roads, Driveways, Walks, Stoops		X
Walks: Sidewalks		X
Walls: Exterior Structural Maintenance		X

^{*}Included but not limited to damage that is caused from exterior.

^{**} Painting of garage/entry doors will be completed when the entire property is painted. Should the garage/entry doors require painting before this time, it would be the Owners responsibility.

Forms:

Formal Complaint

Violator(s) (If Known):	
	······································
Address (If Known):	
Violation(s): Describe nature, location, time, date, etc	
Signature	

Cheshire Commons Condominium Association

Please submit form to:

Nancy Shepard Towne Properties 777-A Dearborn Park Lane Worthington, OH 43085

Request for Approval of Architectural Improvement

Cheshire Commons Condominium Association

REQUEST FOR APPROVAL OF ARCHITECTURAL IMPROVEMENT

Unit Number and Address:	Date:
Owner's Name:	Telephone:
As required by Section:	of the Bylaws of
I am requesting the Architectural Con	mmittee to approve the following for my unit:
Improvement	Alteration Repair
Nature of work to be performed:	
Location:	
Dimensions:	
	pe and quality):
Work to be performed by (give name	e and licenses):
Estimated cost: Labor \$	Materials \$

Estimated time required to complete work:_	
Owner's Signature:	Date:

Please send the completed form along with a sketch of the proposed improvements, showing their location and dimensions to:

> Nancy Shepard Towne Properties 777-A Dearborn Park Lane Worthington, OH 43085

ARCHITECTURAL RULES FOR SATELLITE DISHES

CHESHIRE COMMONS

- 1. Dishes shall be one meter (39 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. Dishes shall be installed on individually owned property or property in which the owner has a direct or indirect ownership interest and exclusive use. If an owner wishes to install an antenna on common property, the owner must obtain board approval.
- 5. Any dish sitting on a mast shall be no taller than what is absolutely necessary to insure reception of an acceptable signal.
- 6. Under no circumstances is the dish to be attached to either the roof of the building or unity, the garage, or the chimney or the siding of any building.
- 7. The board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.
- 8. All installations shall be complete so they do not materially damage the common elements, limited common elements or the individual units, or void any warranties of the condominium association or other owners or in any way impair the integrity of the building. The owner of the unity shall be responsible for any damage to the exterior of the building or to the unity caused by the dish or the installation process.
- 9. Any installer other than the owner shall provide the association with an insurance certificate listing the association as a named insured prior to installation. The general liability limit of such a policy shall be minimally \$100,000.00 per claim; \$300,000.00 per occurrence.
- 10. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
- 11. There shall be no penetrations of exterior quality, exclusive use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or increase the cost of antenna installation, maintenance or use.
 - A) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
 - B) Devices, such as ribbon cable, which permit the transmission of telecommunication signals into a residence through a window or door without penetrating the wall; or
 - C) Existing wiring for transmitting telecommunications signals and cable services signals.
- 12. If penetration of the exterior exclusive use area is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.
- 13. Any owner desiring to install an antenna must notify the board of directors of the time and place of the installation on the individually owned property or on the property, which the owner directly or indirectly owns and of which he has exclusive use.

Deck Specifications

Cheshire Commons

Guidelines for deck expansions on ravine units at Cheshire Commons - Buildings 1, 2, 6 and 7.

- 1. All decks may be no wider than 9'6" and shall extend no further than 12' from the rear of the building.
- 2. All materials per existing finish and type.
- 3. Where wood decks may not extend 12' due to topographic restrictions the Board shall set new guidelines.
- 4. The unit owner would be responsible for repair of any change in grade caused by the expansion.
- 5. Steps are optional and must be approved by the Board of Directors and comply with all city building codes.
- 6. Once a resident has improved the rear of the unit with a deck, this area shall be limited common area and the resident shall be responsible for all maintenance inside that area.
- 7. All specifications are to be submitted to the Board to assure they conform to the above regulations. Any expansion of decks or construction other than described herein also has to be architecturally approved and reviewed by the Board. Please submit all plans prior to commencement of work to Sterling Towne Properties, 777-A Dearborn Park Lane, Worthington, OH 43085.

11/13/2009

Attachment "A" - Board Members

2009

Deonna Maiden – President Hildegard Chaney – Secretary Janet Lamb – Treasurer Olma Willett – Director Tracy Yale – Director