

RESIDENT'S MANUAL  
INCORPORATING THE RULES OF THE  
PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION

2007 (5<sup>th</sup> Revision)

2008-2009 Revisions shown in yellow highlighted areas

Pickawillany's Resident's Manual

Originally Compiled in 1984 by Bob Borel  
1<sup>st</sup> Revision & Expansion, 1988, by Bob Borel and George Webb  
2<sup>nd</sup> Revision 1991 by George Webb  
3<sup>rd</sup> Revision 1995 by 1994-1995 Board of Managers  
4<sup>th</sup> Revision 2003 by 2002-2003 Board of Managers  
5<sup>th</sup> Revision 2007 by 2007-2008 Board of Managers

## **AUTHORITY**

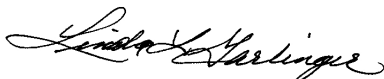
Pursuant to the Bylaws of the Pickawillany Condominium Unit Owners Association, Article IV, Section 4, entitled Rules and Regulations, the Association, by vote of the members entitled to exercise a majority of the voting power of the Association or of its Board of Managers, may adopt such reasonable rules and from time to time amend the same as the members of the Board of Managers deem advisable for the maintenance, conservation and beautification of the Condominium Property and for the health, comfort, safety, and general welfare of the unit owners and occupants.

Written notice of such rules shall be given to all unit owners and occupants and the condominium property shall at all times be maintained subject to such rules. In the event such rules shall conflict with any provisions of the Declaration or of the Bylaws, the provisions of the Declaration and of the Bylaws shall govern.

The Pickawillany Condominium Unit Owners Association Board of Managers does hereby move, LET IT BE: Resolved, that the 2007 edition of the Resident's Manual, incorporating the resolutions of the Board of Managers, does hereby constitute the rules of the Pickawillany Condominium Unit Owners Association, and shall be used for any and all purposes of business hereto.

Motion seconded, passed and hereby recorded by the Secretary of the Association in the minutes dated the 28th day of November, 2007.

Attested to:

A handwritten signature in cursive script, appearing to read "Linda Garlinger".

Linda Garlinger  
Secretary  
November 28, 2007

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Greetings,

The Board of Managers welcomes you to the Pickawillany Condominium Unit Owners Association (PCUOA) at Little Turtle. This Resident's Manual is provided to help you understand your responsibilities as an owner/resident in PCUOA and the responsibilities of the Association. Your realtor should have provided you with a copy of the PCUOA Amended Declarations and Bylaws at closing. This manual, along with those legal documents, provides the guidelines associated with condominium ownership. *Please note these Rules and Regulations apply to tenants as well as owners. If you are renting your unit, you are obligated to provide your tenant with a copy of the Resident's Manual.*"

The Resident's Manual was originally published in 1984, expanded and revised in 1988, 1991, 1995, 2003, and this fifth revision is being produced in 2007. While working on the current edition, the Board of Managers was reminded that many of our problems are rooted in the misconceptions about condominium ownership. When individuals buy condominiums here or in any other development, they probably do not review the legal documents (Declarations and Bylaws) or the Resident's Manual. After moving in and perhaps even after beginning remodeling, these important rule books remain unread...and this leads to various misunderstandings.

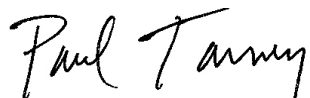
We hope that you take every opportunity to participate fully in the affairs of this community - your community - by becoming familiar with the year-round activities sponsored by PCUOA. As you can imagine, because of the variety and the closeness inherent in condominium living, your cooperation and your participation in the management of our community are very important. You are part owner in property valued at over \$35 million!!

In addition to our property manager (a company experienced in condominium property management), each building in our community should have a volunteer known as the Building Captain. Ask your neighbors the name of your Building Captain (if that person has not greeted you already) and feel free to direct any questions you may have to them. We condominium owners actually buy only the interior of our residence for our exclusive use. We own all else in common with all the other Association members (your 192 neighbors). There is a published set of legally registered rules that govern the use and maintenance of our property. Consequently, when an Association member wants to add a deck, install plantings, change the front door, or make change to the exterior commonly-owned property, those rules come into play.

Because of the need to maintain the architectural integrity of the community as well as to enhance its beauty, there is a specific course of action for owners to follow when they want to make changes. The process begins with either the Architectural Review Committee (ARC) or the Grounds Committee (GC). The owner presents plans; the relevant committee discusses them and perhaps offers suggestions to the owner. It is only after the committee's recommendation to and approval by the Board that an owner may make any exterior changes. Reflecting the seriousness of this, if work should be done outside of this process, that work must be undone and returned to original condition at the expense of the violating owner and a fine may also apply. As a Board we have tried to publicize this concept to current and potential owners, and it is incumbent upon each owner to read and to ask questions. Your Board, committees and property manager are available and eager to help you in regards to this.

If you need a replacement copy of the PCUOA Amended Declarations and Bylaws or Resident's Directory, or have a maintenance problem, call your Property Manager, Sterling Towne Properties. The number for repairs or other questions is 781-0055. **Please see our Association website, a place full of information regarding the community. You will find it at [www.littleturtle.org](http://www.littleturtle.org).**

It is a pleasure to have you with us. If you have any questions regarding the contents of this manual or need any other assistance, please do not hesitate to call.

A handwritten signature in black ink that reads "Paul Tarney". The signature is written in a cursive, flowing style.

Paul Tarney, President  
Board of Managers  
Pickawillany Condominium Unit Owners Association

Board Members 2007-2008

Paul Tarney, President  
Lois Kamnitzer, Vice President  
Tom Fadorsen, Treasurer  
Linda Garlinger, Secretary

Kathy Murray, Member at Large  
Pat Purtee, Member at Large  
Matt Wyatt, Member at Large

## GLOSSARY OF TERMS

- (a) **Assessment, Fees, Association fees:** That portion of the common expenses which is to be paid by each unit owner.
  - (i) *Further Assessment.* Assessment levied to offset any shortage in operating funds.
  - (ii) *Special Assessment.* Assessment levied to finance unit owner-approved capital improvements.
- (b) **Association, Pickawillany Condominium Unit Owners Association (PCUOA):** A not-for-profit Ohio Corporation, being the entity charged with the responsibility of operating the condominium property and defined as a unit owners' Association pursuant to 5311.01(j), Revised Code of Ohio.
- (c) **Board of Managers:** Individual unit owners elected by the members of the Association to manage or oversee the management of the daily operations of the Association.
- (d) **Common Areas and Facilities:** That part of the condominium property not included in the unit.
- (e) **Common Expenses:** Those expenses designated as common expenses in 5311, the Amended Declaration of Condominium Ownership and/or any of the condominium documents, and which include, without limitation, the following:
  - (i) maintenance, management, operation, repair and replacement of the common areas and facilities and those parts of the units that are the responsibility of the Association to maintain, repair, and replace
  - (ii) management and administration of the Association, including and without intending to limit the compensation by the Association to a managing agent, accountants, attorneys, and other employees; and,
  - (iii) all sums lawfully assessed against the unit owners by the Association and such other expenses determined from time to time to be common expenses by the Association.
- (f) **Limited Common Areas and Facilities:** Those parts of the common areas and facilities reserved for the use of a certain unit owner to the exclusion of all other unit owners.
- (g) **Ownership Interest:** Fee-simple title interest in a unit and the undivided percentage interest in the common areas and facilities appertaining there to.
- (h) **Unit:** Those parts of the condominium property that are the subject of individual ownership.
- (i) **Unit Owner:** Any person or persons owning the fee-simple estate in a unit and an undivided percentage interest in the common areas and facilities.

## DOCUMENTS

The Pickawillany Condominium Unit Owners Association is incorporated as "not-for-profit" under the Ohio Nonprofit Corporation Law.

The primary purposes for which this corporation was formed are (1) to function as a unit owner's association for condominium property as required by 5311.08, revised code of Ohio, and in connection therewith, to develop, maintain, improve, repair, alter, operate, administer, service, and generally manage the condominium property, and (2) to enforce all covenants, restrictions, reservations, servitude, profits, licenses, conditions, agreements, easements, and liens to which the property is or may become subject and which the Association has the right to enforce.

The instruments by and through which the Association fulfills its Articles of Incorporation are the Amended Declaration of Condominium Ownership, the Amended Bylaws of the Association, both of which are filed and recorded with the Franklin County Recorder, and the rules of the Association as stated in this Resident's Manual.

All of these documents are published and available to unit owners, and by acquisition of an Ownership Interest in a unit, each member of the Association is in effect contractually bound by the covenants and provisions of these documents.

## **MEETINGS**

The Board of Managers (the Board) usually meets on the fourth Wednesday of each month at the pool clubhouse. Residents are encouraged to attend meetings, as this is the appropriate forum at which residents can become familiar with the operation of their Association, make requests or register complaints. Requests and complaints may also be made in writing, citing specifics, and directed to a Board member, committee chairperson, or the Property Manager.

The Amended Bylaws require that an annual meeting of unit owners be held in May of each year to elect Board members. Other special meetings can be called from time to time, but the annual meeting is usually the single most important meeting of members. Notice is given to all unit owners in advance of all annual and special meetings. If a unit owner is unable to attend one of these meetings then he/she may cast a vote, should voting be necessary, by proxy. Proxy statements are prepared by the Property Manager and mailed to each unit owner prior to the annual or special meetings.

In addition to the annual meeting held to elect Board members, an annual budget meeting is held in November to review and approve the ensuing year's budget.

Committees hold meetings as needed. Residents interested in serving on a committee or wishing to attend a committee meeting should contact the respective committee chairperson or a Board member.

### MEETINGS

Annual Meeting: May (per notification)  
Board Meetings: Fourth Wednesday of each month

## **FINANCES OF THE ASSOCIATION**

Each year, on or before December 1<sup>st</sup>, the Association prepares an estimated budget necessary to pay all common expenses for the ensuing calendar year together with a reasonable amount considered to be necessary for a reserve for replacements and contingencies. The estimated total common expenses are then assessed to unit owners in proportion to their percentage of ownership. The unit owners receive on or before December 15 a copy of the Board approved budget and are advised as to their assessment which is payable in 12 equal monthly installments.

Further and Special Assessments are apportioned using the same formula as is used for common expenses. Further Assessments are those assessments levied to offset any shortage in operating funds, and Special Assessments are used to finance unit owner-approved capital improvements.

Each unit owner's monthly fee, including any additional assessment, is due and payable to the Association on the first day of each month for the current month and received by the Association's Property Manager no later than the 15<sup>th</sup> day of that month. To facilitate payment, the Property Manager provides pre-addressed labels with payment coupons. The Automatic Payment Deduction Program (ACH) is available, and everyone is encouraged to use the ACH as it streamlines the accounting process considerably. The Property Management Company will provide you with the form required.

## **DELINQUENCIES**

After the 15<sup>th</sup> of each month, a late charge is assessed and will continue to be charged until the account is fully paid up and current. Any homeowner submitting plans for improvements who is delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full. When a delinquent account is past-due more than 60 days, an account is subject to a lien being filed against the owner's unit in the third month. In addition, all swimming pool privileges are suspended. This lien is lifted and swimming pool privileges are restored when the delinquency is fully paid.

In the third month of delinquency, the unit owner's past due account is turned over to the Association's attorney for collection through civil court action. When a lien is filed, the amount determined to be delinquent is the pro-rated amount due for the balance of the year. For example, if the monthly assessment is \$150.00, and three months are past due (\$450) from June through August, then the amount of the lien filed will be \$1,050 (seven months, June through December). Reasonable attorney fees are included in any collection and are chargeable to the unit owner. In addition to attorney fees, the current applicable administrative charge will be levied against the unit owner for release of the lien from the court records.

Repeat or continued delinquencies may result in foreclosure action by the Association against the delinquent unit owner. The Ohio Revised Code states that homeowners must pay their Association fees at all times and cannot "escrow" their payments because they have a dispute of some sort with the Association.

#### **DELINQUENCY CHARGES:**

First Month: Late charge (currently \$40)

Second Month: Late charge

Third Month: Lien charge and lien filed; liens are filed for the pro-rated amount due for the remainder of the year.

Fourth Month: Foreclosure may be filed.

#### **MANAGEMENT**

Management services for the Pickawillany Condominium Unit Owners Association are currently provided by Sterling Towne Properties, Inc. (the Property Manager). The Property Manager provides a number of services to the Association, which include receiving and recording unit owners' maintenance requests in a daily maintenance log, handling accounts receivable and payable, preparing a monthly operating statement, reviewing delinquent accounts, the annual preparation of Association's fee coupon slips, on-site review of unit owners' maintenance and repair requests, and monthly accounting of Association's operations. They provide the necessary link between the various legal and professional services required in the daily operation of the Association.

It is the responsibility of the Board to review and promulgate Association policy, according to the Association's Amended Declaration of Condominium and Amended Bylaws, and to instruct the Property Manager as it administers Association policy through its contact with unit owners and service providers.

It is important to remember that Property Manager's personnel are not employees of the Association; rather, their services are contracted for. However, the Property Manager is authorized by the Board (with periodic Board review) to interpret, enforce, and perform all of the dictates and requirements of the Association's Amended Declaration of Condominium, the Amended Bylaws, and the rules and regulations of the Association.

#### **OPERATIONS**

The daily operations of the Association are immense. While the PCUOA takes great pride in its informal community atmosphere, the Association is a complex business organization and is operated in the same manner as other multi-million dollar enterprises. A large number of service providers are required to perform grounds care, maintenance, and repairs. The Property Manager is responsible for directing the service providers.

The Association does not employ day-to-day help, rather the Association contracts through the Property Manager for all of the services it requires for operations. For this reason, unit owners are discouraged from engaging in policy dialog regarding maintenance, repair, or grounds care with any of the service providers under contract with the Association. All matters of Association business should be directed to the Property Manager.

The Board is made up of elected unit owners whose task is to plan for the fiscal integrity of the Association. This planning involves the short term, or immediate needs of unit owners (maintenance and repairs), as well as long term needs such as road and roof repairs, capital improvements, and building rehabilitation.

For this reason, the Board is responsive to the desires of individual unit owners, and unit owners are encouraged to attend Board meetings to discuss their needs. Constructive unit owner dialogue regarding the policies and operations of the Association is welcomed.

### **GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY**

The Pickawillany Condominium Unit Owners Association consists of 27 residential structures located on approximately 21 acres, comprising in total, 193 individual units with one major open area, the Pool Clubhouse, the swimming pool, the maintenance workshop, and the driving lanes, plus property improvements such as lighting, drainage, landscaping, trees, parking areas, paving, etc.

The majority of the property units are individually owned, single, freehold estates. The remaining common areas consist of all parts of the condominium property except the units and are owned in common by unit owners (tenants in common) according to the percentage of their ownership and as set forth in the Association's Amended Declaration of Condominium (see Exhibit B, Amended Declaration of Condominium, unit Information Sheet).

In any discussion of ownership in the PCUOA, it is important to know and remember that the Association is comprised of only two types of property: units and common areas. However, when contemplating management, maintenance, or repair obligations, the property is actually divided into three distinct though not necessarily separate areas of responsibilities: units, common areas, and limited common areas. Limited common areas are common areas that the Association owns but that serve only a particular unit and for which the unit's owner is granted an exclusive and irrevocable license to use and occupy (balconies, patios, decks, and garages). Association and unit owner obligations with respect to these three areas of responsibility are described in the following paragraphs.

### **MANAGEMENT, MAINTENANCE REPAIRS, ALTERATIONS AND IMPROVEMENTS**

#### **A. *Responsibility of the Association***

The Association is responsible for the management, maintenance, repair, replacement, alteration, and improvement of the common areas and facilities, excluding the limited common areas and facilities unless otherwise indicated herein. The expense of these obligations is borne by the unit owners according to their percentage of common area ownership. The Association assesses each unit owner annually (payable monthly) for these expenses.

There are a number of common services that the Association provides for the benefit of all unit owners and for which the Association prepares an annual operating budget.

The Association provides and pays the costs of water, electricity for common area lighting, pool telephone and utilities, and snow removal from lanes and parking areas. Unit owners are responsible for snow and ice removal from balconies, decks and limited common walkways. Association policy is to remove snow accumulations of 3 inches or more from lanes and parking courtyards.

Other services paid for by the Association include common area landscaping, gardening, painting and cleaning, and maintenance of the exterior siding of the buildings. Liability and casualty insurance for the common areas, the expense of collecting bad debts from delinquent unit owners and retaining legal counsel are all common expenses paid by the Association.

Specific limited common area expenses that are the responsibility of the Association include staining balcony trim, structural alignments to patio sliding glass doors, and repairing multi-unit alarm systems. The Association is also responsible for the structure and structural components (roof, door, trim) of garages, and the first six feet (single slab) of walk-out basement concrete patios. Unit owners, however, have certain responsibilities towards the upkeep of garages as indicated in section B.

In those instances where an individual unit owner has been negligent in maintaining or repairing limited common property, the Association is obligated to make the necessary repairs and charge that unit owner for such repairs.

The maintenance, repair, and replacement responsibilities of the Association are considerable, and the Association's ability to make these repairs is contingent upon unit owners paying monthly Association fees on time. Delinquent accounts rob the Association of the funds necessary for the routine operation of the Association. Please be reminded that the Ohio Revised Code does not permit unit owners to withhold payment of their condo fees when they have a dispute with the Association.

**B. *Responsibilities of Unit Owners***

Individual unit owners are responsible for maintaining, repairing, or replacing, at their expense, all portions of their unit and all limited common areas and facilities designated for their use, unless specifically allocated as an Association responsibility. Our Amended Declaration of Condominium defines a unit as a single, freehold estate consisting of:

1. All space bounded by the undecorated interior surfaces (whether plaster, drywall, wood, concrete, or other materials) of the perimeter walls, windows, and doors;
2. The decorated surfaces of interior walls, doors, floors, and ceilings, including paint, lacquer, varnish, wallpaper, paneling, tile, and any other finishing material applied to these surfaces; and
3. The basement (where applicable).

It should be fairly obvious that unit owners are responsible for the up-keep of their own units as defined above. The proper operation of sump pumps (where applicable) and floor drains and the winterizing of outdoor spigots, for example, not only ensures the immediate safety and security of the unit, but also that of neighboring units. It is the responsibility of unit owners with sump pumps to exercise reasonable care to prevent the buildup of silt in their unit's weep system by keeping sump pumps in good operating condition. Any weep system repairs caused by unit owner neglect of the sump pump is the responsibility of that unit owner.

Unit owners have other responsibilities as well. There are certain perimeter or outside areas and facilities that are also the responsibility of each unit owner to keep in reasonable repair. These are the limited common areas and facilities which include:

- all insulation within walls, ceilings, and attic;
- all glass and screens within doors, all patio glass, screen door, and window frames within the perimeter walls of each unit, all rollers, latches, handles, locks, and window sashes;
- all metal front doors and door frames, all hinges, latches, handles, locks, door knockers, and sill plates;
- all ducts and plumbing, electrical equipment and appurtenances, cable, conduit, telephone and electrical wiring, and other fixtures, including heating and air conditioning systems and control devices located within the bounds of each unit or which serve only that unit, excluding the outside building electrical service firebox but not its contents;
- all balconies and patio decks, including balcony/deck boards but excluding joists, joist hangers;
- concrete and/or brick patios, courtyards, and door stoops which serve each unit, excluding the first six feet of walk-out basement concrete patios;
- garages and their component parts, including but not limited to hinges, locks, springs, and pulleys and excluding garage doors, their tracks, and the structural components of the garage itself;
- fireplaces, including but not limited to chimneys, flues, screens, dampers, grates, fireboxes, spark arrestors, gas lighters, and chimney caps;
- sump pump and outside water spigots;
- patio, garage, and vestibule lighting fixtures, excluding common area lighting and interior walls, ceilings, and floors.

All repair and/or replacement materials should be that of original construction. In the event that original material is not available consult the ARC for recommended replacement. Any wood replacement (i.e. deck boards, etc.) should preferably be done with natural cedar. Do not use cedar-stained lumber. Wolmanized lumber is recommended as an acceptable replacement material for any visible members of a deck.

Unit ownership means just that. Unit owners are responsible for the repair of their units regardless of the nature of the repair. For example, if you have a roof leak, the Association is responsible for making timely repairs to your roof. But any damage that the roof leak may have caused to the walls, furnishings or interior of your unit is your responsibility to repair.

While unit owners have been granted an irrevocable license to use limited common property, and it is the unit owner's responsibility to maintain and repair limited common property, the actual replacement of limited common property cannot be done without the approval of the Board. Any unauthorized limited common area replacement is subject to a maximum \$100.00 enforcement charge.

### **COMMON AREAS**

Common areas include building foundations and exteriors, attics, pool, service lanes, sidewalks, and recreational and grassy areas. The preservation of these areas is dependent on the cooperation of each unit owner and/or resident and is only partially insured through the official activities of the Association. The investment in the common areas can be enhanced and maintenance can be kept at a reasonable level provided:

- all plants and grassy areas are left undisturbed.
- neither firearms nor air guns are discharged.
- refuse is to be placed in city-provided garbage cans for pickup by the Columbus Sanitation Department. Little Turtle is currently the GRAY collection area (645-4729). Collection days and their changes are published by the news media and on the internet ([www.columbus.gov](http://www.columbus.gov))
- no containers of any type are permanently stored in visible areas.
- bikes and motorbikes are ridden on paved surfaces only, with racing and reckless operation prohibited.
- common sidewalks, driveways, entrances, and passageways are kept unobstructed and are not used as play areas.
- any damage to the common areas caused by a unit owner, child of a unit owner, guests of a unit owner, or a renter of a unit will be repaired at the expense of that unit owner.
- no soliciting is allowed.
- pet guidelines are rigidly followed (see Individual Unit Guidelines).

Common area rules violations are subject to a maximum \$50.00 enforcement charge unless otherwise indicated in this manual.

### **LIMITED COMMON AREAS**

Limited common areas are those common areas exclusively serving a unit. Although these areas are for the private use of individual residents, they are subject to the rules and regulations of the Association. These limited common areas include the individual unit's assigned patios and decks.

The investment in the limited common areas can be enhanced and maintenance kept at a reasonable level provided certain guidelines are followed.

In addition, the Board has established the following list of items that are "don'ts" and require each unit owner's cooperation.

- No awnings, canopies, shutters, or any other ornaments or devices are permitted in the limited common areas.
- Do not stack firewood against unit fences, or garages, or on decks. Place firewood in a log- holding device which provides support and allows air circulation to siding, fence, and deck wood.
- Do not install carpet or "Astroturf" on decks. The carpet will hold moisture with damaging effects to the wood. Any deck damage due to carpeting is the owner's responsibility to repair.
- Do not add soil above the bottom fence line in enclosed patio areas. Patio fences are not designed to withstand the pressure of dirt against fence boards.
- Charcoal burners and other open flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Open flame grills includes gas grills, charcoal burners, turkey fryers, and other open-flame devices. To be used, a grill would have to be on an uncovered non-combustible material. (Ohio Grill Law, Ohio Fire Code Addition, September 2005)
- Do not make any modification to common property without prior review by the appropriate committee and subsequent approval by the Board.

Residents can and will be held responsible and charged for the removal of unapproved alterations and devices. Limited common area rules violations are subject to a maximum \$50.00 enforcement charge unless otherwise indicated in this manual.

#### **LIMITED COMMON PROPERTY**

- |              |                                 |
|--------------|---------------------------------|
| - Windows    | - Certain trees and shrubs      |
| - Doors      | - Plumbing                      |
| - Fireplaces | - Telephone & electrical wiring |
| - Decks      | - HVAC equipment                |
| - Patios     |                                 |

#### **COMMON PROPERTY**

- |          |             |
|----------|-------------|
| - Fences | - Grounds   |
| - Roads  | - Buildings |
| - Siding | - Pool      |
| - Roof   |             |

#### **INDIVIDUAL UNIT GUIDELINES**

Although the 193 units comprising PCUOA are privately owned, they are subject to certain guidelines set forth in the Association's Amended Declaration of Condominium and Amended Bylaws as well as further rules promulgated by the Board.

We all have a common investment and wish to see Pickawillany be a happy and rewarding experience for every resident. This can be accomplished only if the following guidelines are strictly observed by each resident.

1. Units are used solely as a residence. If used as a business, unit owner is subject to a maximum \$50.00 enforcement charge.
2. No noxious or offensive activity can be carried on in any unit; subject to a maximum \$50.00 enforcement charge.
3. No unit is used in such a manner that will disturb or endanger other residents; subject to a maximum \$50.00 enforcement charge.

4. Dogs and cats are prohibited from running loose. The City of Columbus leash laws apply, and dogs outdoors must be under leash restraint at all times with a responsible person in charge. Pet owners are required to clean up after their pets, and pets are banned from the park open area. Barking dogs that disturb the peace of unit owners must be attended to or removed from the property. Pet rules violations are subject to a maximum \$50.00 enforcement charge.
5. The Columbus Sanitation Department picks up trash and refuse once a week. Trash must be put in the city-provided garbage cans and should not be placed outside until the evening before trash collection day and returned to their inside storage area on the same day of collection; subject to an enforcement charge of \$25.00.
6. Little Turtle currently is in the GRAY collection area (645-4729). Collection days and their changes are published by the news media and on the internet ([www.columbus.gov](http://www.columbus.gov))
7. Parking in Pickawillany is severely limited. Each resident is provided parking space for two automobiles: one in the unit's assigned garage and one in a designated outside parking space. All additional cars must be parked on Blue Jacket Road, a city street dedicated for this purpose. Blue Jacket Road must also be used for guest parking. Parking of commercial vehicles, RV's, trucks, boats, trailers, and the like on the Pickawillany's property is strictly forbidden. Parking violations are subject to a maximum \$50.00 enforcement charge and/or towing.
8. Unlicensed motor vehicles of any type are not permitted to be parked on Pickawillany's property and may be towed at the owner's expense without notice.
9. Items left in the common area will not be removed by the landscapers prior to mowing the grass. Neither the Association nor the landscape company will be responsible for toys or items left in the grass that are run over by a lawnmower or damaged by other landscaping equipment.
10. Units may be leased in their entirety, but all leases and lessees are subject to the Article of Condominium Amended Bylaws, rules and guidelines of the Association. Please inform the Property Manager of all lessee's names and phone numbers.
11. No sign of any kind is allowed for public display except for a single sign advertising a unit for sale, lease, or rent which is permitted on the interior side of a window of the unit. The illegal display or placement or unauthorized signs is subject to a maximum \$25.00 enforcement charge.
12. Nothing may be done in any unit which may impair the structural integrity of the condominium; this is subject to a maximum \$100.00 enforcement charge and/or the cost of restoring the unit to its original condition.
13. No alteration or addition of any kind to the exterior of a condominium is permitted without application in writing to the Board through the ARC for approval. Residents making unauthorized alterations and/or additions will be held responsible and charged all costs for removal and/or restoration of same; subject to a maximum \$100.00 enforcement charge.
14. Minor routine maintenance of automobiles and motorcycles is allowed in garages, but garages are restricted from being used as a facility for the repair, overhaul, and/or painting of any type of vehicle; subject to a maximum \$50.00 enforcement charge. No engine oil is allowed to be dumped in any storm sewer on the property subject to a maximum \$50.00 enforcement charge and/or the cost of cleaning up any residual oil slicks. All of the storm sewers drain into the ravines and ponds located throughout the property.
15. Skateboards and mopeds are prohibited from being used in parking courtyards, on sidewalks and curbs subject to a maximum \$50.00 enforcement charge.
16. Individual unit garage sales or moving sales are prohibited. The Association and Little Turtle Community at large sponsor community-wide garage sales usually once a year in the spring and residents are encouraged to participate. Each garage sale participant is asked to contribute a donation (usually \$2-3) to offset the cost of advertising in the local newspapers. The dates for these garage sales are published in advance. Unauthorized garage sales are subject to a maximum \$50.00 enforcement charge.

## **ROUTINE BUILDING MAINTENANCE**

Each year the Association provides maintenance inspections and makes building repairs on a planned basis. There are several areas of planned maintenance and repair that are on-going throughout the year. These are:

*SIDING REPAIR  
FENCE REPAIR  
CONCRETE REPAIR*

*ALARM SYSTEM MAINTENANCE  
CEDAR SIDING CLEANING AND SEALING  
EXTERIOR NAILING AND CAULKING*

These planned maintenance and repair routines cannot be undertaken on all 27 buildings at once, however. The cost of refurbishing the entire property at one time would be prohibitive. For this reason, the property is divided into zones and each zone is provided the benefits of this planned maintenance/ and repair on a cyclical schedule. In addition to these planned maintenance routines, the Association makes unit owners' requested repairs throughout the year.

It is to each unit owner's benefit that the Association makes timely and reasonable repairs to the common property. The Association's ability to do so, however, is dependent upon its finances, and for this reason it is not unreasonable to expect that certain repairs will require financial planning, through the Association's operating budget, before these repairs can be made. For example, structural repairs to buildings are usually budgeted on a priority basis. Structural repairs include foundations, basements, garage floors, and patio sliding glass door alignments.

## **GROUNDS AND LANDSCAPE**

The Association's grounds upkeep responsibilities are extensive. Lawn mowing, grass, and tree fertilizing, tree and shrub pruning, flower bed planting, grass reseeding, snow removal, erosion control, and leaf raking are just a few of the many grounds services provided by the Association.

Each year, as unit owners landscape the surrounding common or limited common areas, the Association's responsibilities and expenses increase. These additional responsibilities and expenses are generally welcomed, because landscape improvements add to the aesthetic value and beauty of our property, but only to the extent that the Association can afford to maintain the residuals of these improvements. For example, limited common area landscape maintenance is the responsibility of each unit owner, but trees and shrubs are not particular about where they spread their roots or drop their leaves and limbs.

Any limited common area landscape improvements invariably requires additional common maintenance. For this reason we ask that any limited common area landscape improvements such as trees or extensive shrubbery plantings, while encouraged, must be reviewed by the Grounds Committee (GC) for appropriateness. Planting of annual and perennial flowers in any existing planting bed is allowable without GC or the Board approval. Cooperation with your neighbors is encouraged.

Please note that creation of new beds requires GC review and Board approval. Please complete the Request to Modify Common Property Form and submit to GC Chairperson. Once the GC has full information regarding your proposal, they will review same for appropriateness and may offer suggestions to the resident. When the GC has reviewed the plans, they will recommend to the Board of Managers a "May Proceed" or a "May Not Proceed." The Board will review the recommendations of the GC and make the final determination.

All unit owners have an investment in Pickawillany's property that can only be safeguarded if all unit owners will take the time and interest in caring for their areas. The Association, for example, provides new tree plantings throughout the property each year at considerable expense. *New tree plantings require a little extra care, and it is hoped that unit owners will assist by watering these new plantings.*

The Association offers a cooperative program for trees and shrubs purchased and planted by unit owners. Unit owners may purchase landscape materials for planting in common areas within reason and due consideration to plant placement in relation to the buildings. The Association will provide reimbursement to the unit owner of 50% of the plant purchase price (up to a maximum reimbursement of \$100.00 per plant) after receipt of the purchase receipt. Prior approval is required from the GC as to the plant location and type of tree or shrub.

Our landscape is enhanced by two ponds located at our front entrance. The pond located on the South side of Blue Jacket has a fountain, and the pond located on the North side of Blue Jacket has a waterfall (Cooper Falls). The maintenance of both ponds is the Association's responsibility. The following rules apply to both ponds.

- Fishing is allowed in both ponds.
- No wading is allowed
- No swimming is allowed.
- No playing in the waterfall.
- No ice skating on frozen ponds is allowed.

#### **UNIT OWNER IMPROVEMENTS**

All exterior unit modifications must be in keeping with the character of the community and must be approved **BEFORE** any such work is begun. For planned exterior unit modifications to be considered by the Board, the homeowner must submit a completed Request to Modify Common Property form to the Architectural Review Committee (ARC) along with appropriate supporting materials and required deposit. The individual homeowner is responsible, hereafter and in perpetuity, for the maintenance of all exterior unit modifications.

Required forms and information regarding any forms for exterior unit improvements are also available on the Association website ([www.littleturtle.org](http://www.littleturtle.org)). *Any homeowner submitting plans for improvements that are delinquent in Association fees will not have their plans reviewed until said Association fees are paid in full.*

To simplify the review process, the Architectural Review and Grounds Committees have compiled a list of approved common property improvements.

- A. The following modifications ARE ALLOWABLE without Board approval.
- Within the front door overhang area, the unit owners may "personalize" the entrance to their unit with potted plants, etc., which are not permanently installed and which will not damage the exterior or structural materials of the unit.
  - Free-standing and hanging potted live plants are encouraged (no plastic plants, please).
  - Planting of annual and perennial flowers in any existing planting bed. Cooperation with neighbors is encouraged. ***Please note that any creation of new beds requires GC review and Board approval.***
  - Natural wood (cedar or redwood) plant boxes on deck rails are approved. Caution should be taken to ensure that no damage is done to the unit or rail. It is the unit owner's responsibility to repair any damages.
  - Birdhouses on poles or hung in trees are encouraged. Birdfeeders must be squirrel-proof and the areas below the feeders kept clean.
  - Front doors to units (doors only, not the frame) may be painted in anyone of several approved colors. Gas meters and air conditioners may be painted in the standard, original color. *Appendix G lists the approved colors.*
  - Storm doors have been approved by the Board. They must be dark brown in color and must be attached to the existing door frame. They should be of the "full view" variety with as little concealing metal as possible.

- Unit owners may replace front door hardware (locks, door knobs, etc.) with hardware of their choice.
- Unit owners may replace exterior lighting fixtures (e.g. vestibule, enclosed courtyard, back upper deck and back lower deck) with any of (7) Mission styled Board approved replacement styles. The unit owner may install any of these approved replacement fixtures without prior Board or Committee approval. The rules and regulations regarding the replacement of exterior lighting fixtures may be found in Appendix A. These are also on the Association's website or through the ARC. ***If any modification is made to the specifications or another type of replacement fixture is used, the unit owner must notify and submit proper forms, plans and details of the modifications to the ARC per established practices.***
- Mailboxes and unit address numbers may be replaced, but replacements must be positioned in the original location of these items; unit address numbers below the vestibule light, mailbox below the unit address. The style and color of replacement boxes and unit numbers may be subject to Association specifications and should be in keeping with the front door hardware.

B. The following modifications **ARE NOT ALLOWABLE** without Board approval. Forms and full information are available on the Association website (www.littleturtle.org) or through the ARC.

**Decks** - We encourage deck additions and will give serious consideration to unit owners who want to add or expand a deck. Because decks are built on limited common property, strict construction methods with quality materials are enforced. Responsibility for the deck once it has been altered is the homeowner's (and any subsequent homeowners'). Any plans for adding or expanding a deck to your unit must be reviewed by the ARC. ***There are no exceptions.*** Submit detailed construction drawings of the proposed deck, and written approval for the location of the deck from the immediate neighbors, along with the required deposit to the ARC. The ARC has developed "General Guidelines for Decks and Fences" which should be reviewed prior to designing your deck. The General Guidelines may be found in Appendix B and are also available on the Association website or through any ARC member.

**Deck Sealing** - ***Only*** Cabot "Semi-Solid" New Redwood Stain may be used as a sealer for decks and fences. This specific Cabot seal is available through Creative Paints. Be sure to ask for contractor pricing.

**Landscape Lighting** - All unit owners are encouraged to install landscape lighting in the approved Mission style. The ARC and the Board has reviewed and published the rules and regulations of the installation of landscape lighting. The rules and regulations may be found in Appendix C. They are also published on the Association website or available through the ARC. A Request to Modify must be completed along with three adjacent neighbor's approval and complete drawings to the ARC for approval prior to installation. ***There are no exceptions.***

**Satellite Dishes** – Satellite Dishes may only be installed on limited common area (balconies, enclosed patios, patio or decks), side of chimney or the inside face of wing walls. Satellite dishes are NOT allowed on roofs except for the gable end of the roof. Satellite dishes or antennae are NOT allowed on any common area, inclusive of top of fences and balconies in limited common areas. The installation of the satellite dish or antenna can not cause any distribution of limited or common area, i.e. concrete walkways, asphalt, driveways, gardens, etc. ***A Notice to Install a Satellite Dish is required.*** The full rules and regulations governing the installation of Satellite and Antenna and the Notice to Install a Satellite Dish may be found in Appendix D. They are also published on the Association website or are available through the ARC. The ARC will work with the unit owner regarding the size, placement and reasonable camouflage.

**Wood-burning Stoves – Wood-burning stoves are not permitted under any circumstances.** No wood burning stove can be installed in any unit without compromising the existing chimney flue, stacks, and chase construction.

**Fireplaces** - Any fireplace alterations or modifications must be submitted in writing with detailed drawings to the ARC. Any alterations or modifications to the existing fireplace construction without the Board approval will be removed by the Association at the unit owner's expense.

**Patios** - Each unit has an enclosed patio off the kitchen area. This patio was originally constructed of concrete which may be modified or replaced with different construction materials (flagstone, for example). However, because proper drainage away from the unit must be maintained, all modifications or replacements must be submitted in writing with detailed drawings to the ARC for review and subsequent Board approval. No construction can commence without this approval.

**Hot Tubs** - Unit owners who wish to install a hot tub within their limited common area may do so after submitting detailed plans or drawings to the ARC for review and subsequent Board approval. The electrical, gas, or propane requirements of hot tubs are of concern to the Association and the Association's insurance company. Hot tub installations will not be permitted without Board approval.

**Storm Windows/Sliding Glass Doors/Front Entry Doors** - As a general rule, outside storm windows and patio storm doors are not approved for units. Proper installation on these "add-ons" requires modification to the existing common property which may impair the Association's ability to do building maintenance. For this reason any window or sliding glass door treatments must be approved by the Board. Front entry door replacement must be with a flush metal door as in original construction. Please direct any questions to ARC.

**Window and Sliding Glass Door Replacement** - Window and patio sliding glass door replacements of any approved type (including frames) are allowed, but the type and manufacture of the replacement window or sliding glass door **must be approved by the Board**. Any unauthorized replacements will be corrected at the unit owner's expense. The rules and regulations for the window and sliding glass door replacement may be found in Appendix E. A listing of vendors who have replaced windows and sliding glass doors in the community are shown on the website ([www.littleturtle.org](http://www.littleturtle.org)). These rules and regulations are also published on the Association website or through the ARC.

Broken windows, fogged glass, sliding door glass, and entryway glass are the responsibility of each individual unit owner. Broken or fogged glass replacement may be made without pre-authorization.

## **INTERIOR IMPROVEMENTS**

Unit owners are free to modify or improve the interior furnishings of their units. However, any modifications or alterations to the structure or structural components of interior walls, such as removing or relocating wall partitions, cutting holes in roofs or perimeter walls, must be approved by the Board.

All limited common area modifications, additions, repairs, and/or replacements must be made with Board approval. Any unauthorized modifications, additions, repairs, and/or replacements are subject to a maximum \$100.00 enforcement charge and/or the cost of restoring the property to its original condition.

## **GARAGES**

The only modification that can be made to a unit's assigned garage is the installation of an automatic garage door opener. Automatic garage door openers may be installed by unit owners without pre-authorization if the installation does not require modification to the structure of the garage.

## **PET GUIDELINES**

Unlike many condominium properties, pet deposits are not required of unit owners who own dogs and/or cats. However, the unattended use of the common areas by dogs and/or cats is severely restricted. Dogs and cats are not allowed free access to the common areas; dogs must be leashed at all times. Unit owners may not chain or rope their dogs to any type of restraint device, either permanently or temporarily attached to the condominium property for the purpose of unattended use. Unit owners are responsible for removing the excrement of their dogs from the condominium property. ***Dogs are not allowed on any part of the recreational area encompassing the tot lot, park area and swimming pool.*** Unit owners with barking dogs that disturb the comfort and quiet of their neighbors will be asked to remove these pets from the condominium property.

Cats are not allowed free access to the condominium property at any time and are to be restrained within each unit owner's limited common property. Unit owners who allow their cats to roam the property will be asked to remove them from the condominium property.

Any condominium property damage caused by pets is the responsibility of the pet owner. Unit owners with pets that cause property damage will be assessed for the repair of the property. In addition to any remedies listed above, the failure of unit owners to abide by the pet guidelines will result in enforcement charges not to exceed \$50.00 and/or rules violation charges will be filed with the Franklin County Prosecutor's Office.

## **ADT ALARM SYSTEM**

All units comprising the PCUOA are equipped with a comprehensive fire detection and alarm system consisting of a photo-electric smoke detector, an alarm horn, and two rate-of-rise heat sensors. One heat sensor is located in the attic and the other in the basement. Every building has a main alarm control panel located in one unit of the building. *There is an enunciator panel on the exterior of every building; it displays the unit in which the alarm has originated. One can check the panel to identify the unit in trouble.* An alarm horn is mounted on every building. In the event of an alarm in a building, all of the unit alarm horns in that building will sound for five minutes to aid the fire department in locating the unit in trouble.

When one of the detecting devices is activated, ADT is immediately notified by the automatic dialer in the central control panel. ADT then calls the fire department. When an alarm is activated in one unit, the horns in all the units of that building will sound off. *Be prepared for an emergency.* Know your building captain and which unit in your building has the master alarm panel. A listing of building captains and location of master alarm panels are on the website [www.littleturtle.org](http://www.littleturtle.org).

**In the event of a fire, EVACUATE THE BUILDING IMMEDIATELY AND CALL 9-1-1.**

**Remain out of the building until the fire department determines the source of the alarm and/or fire.**

**In the event of a fire alarm, please take the following steps.**

- 1. Do a walk through of home to determine a possible emergency.**
- 2. Step outside to determine if there is an emergency in another unit.**
- 3. If alarm horn will not shut off, call Securitas and ADT.**
- 4. Work with building captain and other homeowners to determine where the alarm panel is and re-set the panel.**
- 5. If alarm horn will not shut off and there is no access to the unit with the panel, Securitas will work with the fire department to gain forced entry and turn off the alarm.**

**ADT: 1-888-348-2666**

Give address where alarm is sounding

**Securitas: 1-800-687-9024**

Give address of unit or say Pickawillany condos

No equipment, regardless of type or make, is fail-safe. The alarm call that is automatically dialed to ADT is dependent on the telephone line being operative in the unit containing the building's central control panel. **DO NOT BECOME COMPLACENT.** In the event of an alarm, check with the fire department to be sure the alarm has been reported to them by ADT.

Any tampering with the multi-unit alarm system is subject to \$100.00 maximum enforcement charge. Each building has a license by the City of Columbus to operate the fire alarm system. False alarms may result in a fine being assessed by the City.

Annual alarm cleaning and testing is done in order to insure that the multi-unit alarm system is operating according to its design specifications. Each resident is notified two weeks prior to an alarm inspection of the date of the inspection. The Association and/or its bonded representatives must have access to each unit on inspection day.

Residents who fail to provide the Association and/or its bonded representatives access to their unit on inspection day are liable for any fees that the Association may incur in gaining access to or for rescheduling the inspection of their unit. These fees typically run in excess of \$100.00.

The alarm system brings with it a high level of personal and collective security along with some very important resident responsibilities. Resident activated false alarms cause unnecessary concern and inconvenience to neighbors. They also cause needless fire runs which are not at all appreciated by the Fire Department. Our goal is to totally eliminate this type of alarm and the following guidelines are provided to achieve this goal.

- Prevent smoke from outside barbecue grills from entering your unit.
- Use range hood fan while cooking and cleaning the oven. Never leave the stove unattended while in use.
- Never leave toaster or toaster ovens unattended while in use.
- When showering, prevent steam from reaching the smoke detector by closing the bathroom door and using the exhaust fan.
- Clothes dryers must be vented to the outside to control lint.
- When starting a fire in the fireplace be sure the damper is open and in good working condition.
- When carpet is being laid, prevent steam from seaming irons from activating the smoke detector by providing adequate ventilation.
- Dust can set off a smoke detector, so the dust level caused by interior decorating activities should be kept to an absolute minimum.
- Bathroom ceiling and kitchen exhaust fans that become heavily soiled can overheat and catch fire. These appliances should be inspected and cleaned regularly.

#### **FIRE PREVENTION AND SAFETY**

The most essential ingredient in fire prevention is the daily, conscientious practice of good housekeeping habits by all residents. The following guidelines are offered.

- Each unit should have one or more of the residential type fire extinguishers located in strategic places.
- Keep entryways, patios, and decks free from trash and litter.
- When removing ashes from fireplaces and grills, be certain that there are no burning embers. This residue should be placed in a metal container and kept away from flammable materials such as fences and cedar siding.
- Trash should never be piled against a unit's exterior siding, garage, or fence as the careless tossing of a cigarette could ignite a very serious fire.
- Fireplaces were designed for burning of natural wood logs only. Do not burn store-bought pressed logs and do not overload the firebox.

- To prevent the possibility of a soot fire, chimneys should be cleaned periodically by a professional chimney sweep, the frequency of which will be dictated by fireplace usage.
- Bathroom ceiling and kitchen exhaust fans should be inspected and kept free from dust, lint, and grease.
- The discharge of fireworks in Pickawillany is illegal. Their use poses a dangerous fire hazard as well as well as creating the potential for serious personal injury.
- Obey speed limits at all times: **35 mph** on Little Turtle Way, **25 mph** on Blue Jacket Road, and **10 mph** on all Pickawillany's lanes. Remember, ***no parking on service lanes.***
- Be ever mindful of children and their activities. Be doubly cautious in the vicinity of the swimming pool area during the summer season. Fire prevention and safety rules violations are subject to a maximum \$50.00 enforcement charge.

## SECURITY

Security in Pickawillany is provided by Securitas Security Services. They are authorized by the Board and the Ohio Revised Code to provide patrol, inspection, surveillance, investigations, and enforcement services as needed. This organization is made up of licensed, bonded, and professionally trained security officers.

Securitas Security conducts nightly cruiser patrols throughout the week, increasing this activity on weekends, during the summer, and on several holidays throughout the year. If a situation warrants, they are called upon to furnish special surveillance. In addition, they respond to all fire alarms and alarm-system trouble signals. **Securitas Security responds to all fire alarms and alarm-system trouble signals only.**

Security can be enhanced if residents will contribute in the following areas.

- Lock all doors and windows when leaving your unit. For added security, place a broomstick handle in the patio sliding glass door track. Also, use the sliding latch located at the top of each patio sliding glass door to lock the patio door.
- Lock your cars and your garage.
- **When planning to be absent from your unit for an extended period, notify Securitas (800-482-9853) so they can give your unit special attention. Leave a key to your unit with a neighbor or, more ideally, furnish a key to Securitas Security. When planning to be absent from your unit for an extended period, please give a key to your building captain and advise them of your schedule.**
- Report immediately all incidents of forced entry, theft, vandalism, etc. to the Columbus Police and to Securitas Security. Please report any suspicious activities or persons and solicitations of any kind.
- Parents should know where their children are. Columbus curfew laws apply and are enforceable in Pickawillany.
- Parents are financially responsible for any damage to common areas and limited common areas together with the appurtenances thereof caused by their children.

## PARKING

The close proximity of neighbors and the sharing of some facilities demand the constant practice of the "Golden Rule" by each resident which is so necessary for compatible and happy condominium living. Although this applies to the observance of all condominium rules, it especially relates on a daily basis to parking.

Parking in Pickawillany is severely restricted because of lack of space and the narrowness of its service lanes. Each resident is provided permanent parking for two automobiles: one space in the unit's assigned garage and one in a designated outside parking space. These vehicles may consist of passenger cars, passenger-type vans, and non-commercially licensed small pickup trucks (3/4 ton or less). The area immediately in front of a unit's garage door is *not* an approved permanent parking space and should not be used as one. All vehicles in addition to the allotted two must be parked on Blue Jacket Road, a Columbus city street dedicated for this purpose. Blue Jacket Road must also be used for guest parking.

The parking of commercial vehicles, RV's, trucks, boats, boat trailers and the like is not permitted in Pickawillany

Parking on Pickawillany's service lanes is prohibited. Vehicles so parked impede the free movement of fire emergency equipment and can prevent the ingress and egress to a unit's garage or additional parking space. ~~Securitas Security has been authorized and instructed to ticket illegally parked vehicles for towing without notice at the vehicle owner's expense.~~ **A representative of the Board has been authorized to ticket illegally parked vehicles for towing without notice at the vehicle owner's expense.**

### **CLUB/POOL HOUSE**

The Club House is for the use of residents and their guests as an adjunct for pool activities in addition to serving as a meeting place for Association business. Board meetings are scheduled at the club house every fourth Wednesday of the month. The club house may be rented for private parties between the hours of 8:00 PM and 12:00 AM by contacting the Pool Manager. To avoid conflicts in scheduling, the Club House use must be booked through the Pool Manager.

### **POOL RULES AND REGULATIONS**

Pickawillany's swimming pool is located in the park area on Chuckleberry Lane. The swimming season usually begins around Memorial Day and runs through Labor Day. The hours of operation of the pool are posted prior to the beginning of the swimming season.

The Association provides lifeguards for attended swimming during posted hours. All residents may use the swimming pool during these life-guarded hours. Non-life-guarded hours of operation are also posted and adult residents (age 21 or older) who have paid an annual "Key" Club" registration fee may use the pool during these unattended hours. Swimming during these unattended hours is by the "buddy system" (no swimming alone) and is SWIM AT YOUR OWN RISK. See the rules for "Key Club" members.

The pool is open for Pickawillany's residents and their guests only. **Please have ID to show at all times if requested.** ID may consist of a driver's license or official State ID card with your Pickawillany address listed or a driver's license/state ID card along with a utility bill with the name and Pickawillany address listed. School ID is acceptable for residents who do not have a driver's license. Please do not be offended when requested to present ID, especially if it is a new lifeguard or if you are an infrequent visitor to the pool. All unit owners pay for the exclusive use of the pool.

Guests are welcome to use the pool and pool area as long as they are accompanied by an adult resident or have received permission to be unaccompanied by pool personnel. Guests must sign the Guest Registry if the resident is not going to be present. There are no guest passes or ID's and there is not any fee for bringing guests to the pool; however, the number of guests will be limited to a maximum of 4 guests per adult resident who is age 18 or older.

Common sense is the best guide whenever any question arises concerning the operation of the pool. At times a great deal of diplomacy is needed in order to balance the desires of the adults using the pool with the playfulness of our younger adults and still provide a safe environment for small children. With this in mind, we ask that all residents and guests conduct themselves in a courteous manner. No foul or abusive language will be tolerated.

Activities such as water volleyball are restricted at all times, even during the 15 minute recess period for children. Play equipment such as rafts and inner tubes are allowed only at the discretion of the lifeguards who have absolute control of the pool and its use. Every 45 minutes, for 15 minutes (ending on the hour), a rest break is called for children under the age of 16.

There are no restrictions on bathing attire, and suntan lotion need not be removed prior to swimming. However, after playing in the tot lot area, children are required to hose their feet off before using the pool.

The pool should not be used as a day-care facility. All children under the age of eight must be accompanied by a person age 18 or older. All babies must wear close-fitting diapers and an outer bathing suit. All children under the age of 16 must pass a swimming test to be admitted without a parent or responsible adult. The test consists of swimming a full lap and back and treading water for at least 30 seconds. Parents must accompany the child to the pool until the child has passed the test.

Food is allowed in the pool area at the discretion of the lifeguards and pool personnel. When food is brought into the pool area, it must be consumed at a table or chair. Drinks are allowed only in plastic or metal containers. **Absolutely no glass is allowed in the pool area.** State liquor laws regarding consumption of alcohol are observed. Also, no chewing gum or chewing tobacco is permitted in the pool area. Please help to keep the pool area clean. Throw away all trash and return furniture to its proper place.

The BBQ grill can be used free of charge by any resident at any time during pool hours; however, it must be used outside the pool area. The pool house phone is to be used for emergencies only. Residents are discouraged from using it for personal calls.

Any resident, age 21 or older, may rent the pool in the evenings for parties. A signed Pool Rental Agreement and rental fee is required. The pool may be rented for private parties any night from 8:00 PM to 12:00 AM. All pool parties must be life-guarded; the cost of the lifeguard is in addition to the pool rental fee. A Pool Rental Agreement must be signed and the rental fee paid at least 10 days prior to the rental day. There are no exceptions. Anyone renting the pool is responsible for cleaning up afterwards. The use of the BBQ grill for private pool functions is included in the rental fee.

No pool furniture is to be placed within three feet of the edge of the pool facing the water. There is one area on the pool deck where pool furniture is not allowed at any time, and it is marked accordingly.

No running on the pool deck. In accordance with state laws, the pool steps must be kept clear at all times to allow handrail usage when entering and exiting the pool.

The two electrical outlets that are located on the perimeter fence of the pool cannot be used at any time unless prior approval is given by pool personnel.

No bicycles are to be left unattended in or around the pool area. The bicycle rack is to be used at all times. No roller blades or skateboards are allowed in the pool area. No pets or other animals are allowed in or around the pool area including the Tot Lot.

If the air temperature drops below 65 degrees, the pool will be closed. Also, at the first sign of lightning, the pool will be closed until the lightning stops.

In order not to annoy others with personal tastes or volume levels of music, we ask that no personal radios be played in the pool area unless headphones are used.

Only lifeguards or other authorized persons are permitted in the pump room. Any confrontations between the lifeguards and residents will be settled according to the edict of the lifeguards and residents may appeal to the Board only.

Pool rules violations are subject to a maximum \$50.00 enforcement charge and/or suspension of all pool privileges for the swimming season. Unauthorized pool use is also subject to a \$50.00 fine and possibly other penalties. Other daily rules for safety may be posted and enforced by the lifeguards. The Association assumes **no responsibility** for lost or stolen articles. Finally, all parking for use of the pool is on Blue Jacket Road only. Do not park on Chuckleberry Lane.

Key Club – Key Club members can enjoy the pool during special posted hours, though no life guard is on duty. **SWIM AT YOUR OWN RISK RULES APPLY.** Members pay a fee and receive a key to the pool area for their and their family's use. This privilege is **not transferable and is revocable** – do not give the key out for use by another party. All other pools rules (and enforcement fees) apply, including the limitation of the number of guests allowed. Key Club is for adults only on all nights, except Sundays and Wednesdays are designated family nights. No exceptions, please. Key Club fees are \$10.00 for first-time members and \$5.00 for renewals. Please remember to use the Buddy System when swimming during Key Club hours. Do not swim alone for obvious safety reasons.

### **NEIGHBOR DISPUTES**

Should you and a neighbor have a dispute concerning common property (parking for example), either Columbus Police, the Property Manager, or a Board member should be contacted. Should the nature of the dispute involve limited common property such as private walkways, it is your responsibility to talk to your neighbor in an effort to rectify the situation. Failing this, the Association may be contacted, and the Board will try to arbitrate any disputes.

It is each unit owner's responsibility to handle complaints such as loud music, barking dogs, and toys, skateboards, or bicycles left in or around limited common property. If the nature of the complaint is serious enough, the offended party should contact Columbus Police.

The Association cannot control the daily activities of your neighbors nor create harmonious, neighborly relations. You own your dwelling and are responsible for the limited common areas that service your unit. For this reason, you are liable for any injuries caused by you, your children, or your guests' actions.

The Association does not assume any liability or responsibility for policing the limited common areas other than those liabilities and responsibilities required by its obligation to maintain and/or repair the limited common areas neglected by a unit owner.

### **DEVELOPER WARRANTIES**

Our property was developed in 1973 and there are no developer warranties on our buildings or contents. For the most part, the Association is responsible for correcting any builder defects, the cost of which is paid for by your Association fees.

As a unit owner you may have certain legal rights for the resolution of builder defects. Obviously any legal recourse that you may seek will involve the Association. For this reason we ask that you consult the Board prior to any attempt at adjudication through the courts. Legal remedies are expensive and every unit owner's monthly fees reflect the cost of legal fees to the extent the Association is involved in any legal action.

### **COMMON AREA LIGHTING**

The Common Area lighting consists of street lights, parking courtyard lighting, and sidewalk lighting (mounted at the apex of the garages). Any repair of these fixtures should be directed to the Association's Property Manager. At no time should any Common Area lighting be disconnected from its electrical source, either by physical disconnection or electrical shutoff.

### **ELECTRICAL REIMBURSEMENTS**

In some instances Common Area lighting may be connected to your unit's electrical system. The Association keeps detailed records of these "hook-ups" and reimburses those unit owners involved once a year for the kilowatt usage of this lighting. If you have any doubts or questions as to whether your unit is supplying the electricity for any Common Area lighting, please consult the Association's Property Manager.

## UTILITIES

~~Water and sewage is paid for each unit owner by the Association through Association fees. Gas and electricity are the expenses of each unit owner.~~ **All utilities are the expense of each unit owner. Electricity and gas are billed by and paid directly to the utility companies. Water is billed by and paid directly to the Association based on the readings on the submeter located in each unit.**

The pipes, wiring, meters, and service apparatus that supply water, gas, and electricity to each individual unit are limited common property and the responsibility of each unit owner.

*Gas* - The main gas line running to each unit's gas meter is the responsibility of the Association. The meter itself belongs to the gas company. The gas line running from the gas meter to your unit is limited common property and the responsibility of each individual unit owner. Unit owners should notify the gas company of any suspected gas leaks (461-1576 weekdays, 460-2222 weekends and nights). The gas company will provide a free gas leak inspection.

*Water and Sewage* - Each building has a main water line running the length of the building. The water line that supplies each individual unit is connected or "tee'd" to this building main. The "tee'd" line which feeds each unit separately is limited common property and the responsibility of each individual unit owner. Unit owners are responsible for any blockage of sewer lines which affect their unit only regardless of where that blockage is located. Any sewer blockage which affects two or more units is the responsibility of the Association.

*Electricity* - Each building has one or more electrical service fireboxes housing the electrical meter and an electrical shutoff breaker for each unit in that building. The electrical firebox, but not its contents, is the responsibility of the Association. The electrical meter is the responsibility of the electric company. The wiring and breaker running from each electrical meter to each unit's electrical fuse or breaker box (located in each unit) as well as that fuse or breaker box is limited common property and the responsibility of each individual unit owner. The master circuit breaker for each unit is located on the electrical meter box located on the end units of each building.

## EMERGENCY SERVICES

Should any emergency arise concerning your personal or limited common area property that you cannot obtain assistance for on your own, you may call the Association's Property Manager or any Board member for assistance. Your Association has had and continues to deal with emergencies of all types and may be able to help you resolve any problems you may encounter.

Listed below are some of the area vendors that the PCUOA uses for maintenance and repairs. These vendors are familiar with Pickawillany's property and may be able to help you in an emergency. However, you may contact a vendor of your choice.

### *PLUMBING, WATER LEAKS, DRAINS*

Waterworks 876-0999  
24 Hour Emergencies

### *HEATING & COOLING*

Guthrie Heating & Cooling 895-7243 or 296-1419  
24 Hour Emergencies

### *ELECTRICAL REPAIR*

Gregory Electrical 351-8989  
24 Hour Emergencies

The payment for any services that these vendors may provide to an individual unit owner for the maintenance of personal or limited common property is the responsibility of that unit owner. *The Association will not assume any financial responsibility for any services contracted for by any individual unit owner.*

### **SPECIAL SERVICES**

The Association can and does provide many special services to individual unit owners. For example, residents may register to use the swimming pool facilities during the evening hours of the swimming season for an annual fee. In addition, if you or someone living with you is disabled and requires special assistance or amenities, you should contact the Association's Property Manager or a Board member with your request.

Any special services or amenities provided by the Association outside of those services or amenities for which the Association is normally responsible may require an additional fee to be paid by the unit owner. Your Board will work closely with you in resolving any problems or difficulties that you may encounter.

### **REFUSE COLLECTION**

Our current collection area is GRAY. *Refuse collection days change after each holiday.* To determine the current collection day, call 645-4729. Collection days and their changes are published by the news media and on the internet ([www.columbus.gov](http://www.columbus.gov)) Bulk collection (furniture, mattresses, appliances, branches, and other miscellaneous household items) can be scheduled by calling 645-TRSH. **Do not set bulk items out for pickup until the day scheduled.** Remember all trash must be set out curbside in rubber trash cans.

### **INSURANCE**

The Association provides casualty and liability insurance for the common property, i.e. buildings and grounds. Any damage caused to the common areas of buildings will be repaired by the Association, but any concurrent damage to the personal property of residents is the responsibility of each resident. Residents are obligated to insure themselves and their possessions against personal liability and their possessions for loss or damage. In addition, each resident should insure any additions and betterments to their units. Limited common property, wall coverings, carpeting, or special floor coverings, as well as appliances, should be insured by the resident.

Most units, when constructed, were left with an unfinished basement. Therefore, any improvements to the basement areas such as paneling, dry wall, ceiling material, and lighting fixtures should be insured by the unit owner.

Your condominium policy may not include any additions or betterments that you wish to make to your unit. You should review your policy with your insurance agent to make sure that it includes any additions and betterments that you make, or that have been made to your unit. Any questions or for verification of insurance regarding the type and amount of insurance provided by the Association should be directed to the Board or the Property Manager. If your mortgage company requests insurance verification, please contact the Property Manager for current contact information.

### **BLOCK WATCH**

The Pickawillany Condominium Unit Owners Association actively supports the Columbus Police Block Watch Program. Block Watch is a resident participatory program that fosters safety and security by encouraging residents to report vandalism, burglaries, or suspicious activities within local neighborhoods.

The condominium property is zoned into Block Watch areas with Block Watch coordinators and building captains. If you would like more information on the Pickawillany Condominium Block Watch program, please consult your Board.

## LITTLE TURTLE GOLF CLUB

Pickawillany's residents and Little Turtle Golf Club members have been good neighbors over the years. Residents of PCUOA and members of the golf club have always been respectful of each other's private property. As the common areas are private to condominium residents, the golf course is private property to Little Turtle Golf Club. Details about applying for a social membership may be obtained by calling the club at 882-5920.

## REPAIR SERVICES

Unlike home ownership, condominium unit ownership provides for the maintenance and repair of the exterior of your unit and for grounds upkeep. All maintenance or repair requests for common property should be directed to the Association's Property Manager by calling 781-0055. You, however, are required to maintain and keep in good repair the many limited common areas of your unit. The following list of area vendors, though not endorsed by PCUOA has provided repair and replacement services to unit owners.

### Patio screens, sliding glass doors, window sashes and screens

Fox Windows	Suburban Glass & Mirror, Ltd.
267-2543	261-8840

### Patio and window glass replacement

Trio Insulated Glass	Suburban Glass & Mirror, Ltd.
276-1647	261-8840

### Garage door hinges, springs, closers, locks

CE Price Door Company  
267-8850

### Chimney Sweep, fireplace repair

Blackburn's  
882-7722

## MAINTENANCE TIPS

### *SUMP PUMPS*

As constructed, all units have a network of underground drains located beneath the basement floor. This network of drain pipes and the weep holes in the foundation blocks that feed these drain pipes is called the weep system. The weep system helps relieve water buildup beneath the basement floor and relieves water pressure from against the foundation walls. At the first sign of a wet or damp basement, the Association's Property Manager should be called.

In addition to the weep system, all units with below grade basements (units not located on the ravine) are equipped with a sump pump. The sump pump helps the weep system operate efficiently in heavy rains by discharging at a rapid rate the water collected in the weep drains to an outside drain line or or pit. Sump pumps that do not operate, or do not operate properly, allow water and silt to collect in the weep drains, and over a period of time the weep system may become clogged. Wet basements may be the result of a clogged weep system, and it is very expensive to unblock a clogged weep system. For this reason, unit owners are required to keep their sump pumps in proper working order.

Periodic inspection of the sump pump is necessary to insure that it is working properly. The following steps will help unit owners determine if their sump pump is working.

1. Listen for the sump pump operating during medium to heavy rain falls. The pump should operate periodically for short periods; just long enough to empty the sump pump pit.
2. If you do not hear the sump pump operating during medium to heavy rain falls, remove the sump pump pit cover and observe whether there is any water in the pit. It is normal for there to be enough water in the pit to just cover the sump pump motor. If the sump pump pit is filled to the point you cannot see the pump motor, then the sump pump may not be operating.
3. If you do not hear the sump pump operating during medium to heavy rain falls, and the water level in the sump pump pit is low, you can manually fill the sump pump pit with water to a point just below floor level. The sump pump should kick on and empty the pit. If this does not happen, unplug the sump pump from the electrical outlet and plug a lamp into the same outlet. If the lamp lights, meaning that the outlet is functioning properly, then the sump pump is defective and needs to be replaced. If the lamp does not light, then there is some electrical problem with the outlet, and an electrician should be called.

While weep systems are common property and the responsibility of the Association, weep system repair to units caused by an inoperable sump pump is the responsibility of the unit owner. Sump pumps with emergency backup are available.

#### *FLOOR DRAINS*

Units are equipped according to code with a laundry room floor drain. Residents are advised to keep this floor drain unobstructed from tile, linoleum, carpet, or other floor coverings. In the event of a water leak, burst pipe, or cracked hot water heater, the laundry room drain must be able to drain the basement area.

#### *ICE MAKER/HUMIDIFIER WATER LINES*

In any environment, refrigerator ice maker and furnace humidifier water lines can be a hazard. These water lines are small ¼ inch plastic or copper tubing. A cursory inspection of the laundry room ceiling under the kitchen area will reveal the small ice maker line running through the laundry room ceiling. Plastic water lines become brittle with age and should be replaced with copper tubing. The humidifier water supply line is easily identifiable as emanating from the humidifier. In either case, determine where the water shutoff valve is located for each of these appliance. If a unit is going to be vacant for an extended period of time, both ice maker and humidifier should be turned off and the water supply to each appliance shut off.

#### *WASHING MACHINE HOSES*

The water hoses connecting the washing machine to the hot and cold water lines should be inspected periodically for cracks, brittleness, fraying, kinks, or crimping. Replace both of these hoses if either one of them show any sign of wear. Check that the washing machine discharge hose is securely seated in the drain tube. Both the hot and cold water lines to the washing machine should be shut off if the unit is going to be vacant for an extended period of time.

#### *MAIN WATER LINE*

Each unit has a main cold water supply line located either under the basement stairwell, or in the laundry room running through the foundation wall. The unit water shutoff valve is located at the point where this line passes through the foundation wall. It is recommended that this water line be shut off during extended periods of absence in the winter time. Any heat failure could cause water pipes to freeze and burst. Before the water is shut off from the main shutoff valve, the hot water tank should be turned to low.

### *BATH TUBS*

The grouting in bathtub tiled walls can become loose, cracked, or porous with age. Loose grout is visible but porous grout, or grout with hairline cracks is difficult to diagnose until water damage to the ceiling below the tub becomes apparent. Tile grout is available at all hardware stores, and it is a simple matter to re-grout following the instructions on the product label. Silicone sealants are also available at hardware stores that will waterproof porous grout. Loose grout must be removed and the area re-grouted before silicone sealants can be applied. It is a good idea to apply a silicone sealant to tile grout monthly as preventive maintenance.

### *FAUCETS AND TOILETS*

Residents can help the Association control its monthly water bill by repairing leaky faucets. Any handy person can replace the cup washers in most faucets at a fraction of the cost of paying for wasted water. Toilets that leak are usually heard and not seen. By removing the toilet tank top and bending the float arm down slightly, most toilet leaks can be fixed. Units are inspected periodically during the multi-unit alarm inspections for leaky plumbing, and residents are required to fix any water leaks that are found.

### *GARBAGE DISPOSAL*

The garbage disposal should be kept running with plenty of water for a short time after grinding to allow food particles to be completely flushed down the disposal drain. The garbage disposal can be kept in good working order by periodically grinding ice cubes. Water leaks and drips under the sink caused by loose plastic pipe couplings can be tightened by hand.

### *DISHWASHERS*

Dishwasher leaks can be caused by 1) worn door gasket, 2) too much detergent, 3) rusted or corroded pump well, or 4) worn pump seals. Most dishwasher repairs require the help of a handyman or repair technician.

### *HOT WATER HEATERS*

Water that is found on the floor next to or under a hot water tank can emanate from one of two places. Hot water heaters have a pressure relief valve installed on the top of the tank. A piece of plumbing, usually aluminum tubing, is attached to this valve and directed towards the floor. If water has accumulated under the pressure relief valve tubing, the pressure relief valve most likely needs to be replaced. A large puddle of water found underneath the hot water tank usually means that the tank has developed a crack and a new hot water heater will have to be installed. In either case, the hot water heater can be used for a short period of time, but should be replaced as soon as possible.

Water heaters will last longer if their temperature settings are set at medium to low. Gas water heaters have an adjustable thermostat located near the bottom tank liner wall. Electric hot water heaters have one or two thermostats located behind removable panels located on the tank liner wall.

To adjust the temperature on an electric hot water tank, 1) turn off the circuit breaker to the hot water tank, 2) remove the thermostat covering panel(s), 3) turn the thermostat temperature adjustment screw with a small screw driver to the desired setting, and 4) replace panels and turn on circuit breaker.

Gas water heaters lose efficiency as sludge accumulates on the bottom of the tank. The drain spigot on the bottom of a gas hot water tank can be opened to flush the bottom of the tank. Be sure to put a bucket under the spigot before opening the valve.

### *PATIO SCREEN DOORS*

Most handymen or hardware stores can re-screen a patio screen door. Screen doors that do not slide properly can be fixed by a handy resident. Parts for patio screen doors, rollers, and latches, can be secured from Fox Windows or Suburban Glass & Mirror Ltd. If the screen door will not slide because it is binding between the top and bottom track plates, the Property Manager should be contacted to make the repairs.

Patio screen doors that rub the bottom track are difficult to open and close. Patio screen doors use two bottom rollers to slide along the door track. Two additional rollers located at the top of the screen are used to guide the screen door. Each bottom roller supports the entire weight of the screen door and each roller must be positioned correctly and in good operating condition in order to support this weight. One adjustment screw positions the roller by fixing it in an up or down position. The roller has a spring attached that acts like a shock absorber. By loosening the screw that secures the roller, and repositioning the roller in a lower position, the bottom of the screen door is raised. Rollers that are adjusted to the lowest possible position and still do not allow the bottom of the screen door to clear the track need to be replaced. Removing the adjustment screw allows the roller to be removed from the screen frame, and a new roller to be installed.

### *PATIO SLIDING GLASS DOORS*

Patio sliding glass doors that become clouded need to have their glass panes replaced. Patio sliding glass doors that will not slide freely need an experienced handyman to make repairs. If the sliding glass door is pinned between the top and lower tracks, the Property Manager should be contacted in order to inspect for structural defects.

### *FRONT DOOR LOCKS*

Front door locks can be repaired by a locksmith or handyman. Most front door hardware can also be replaced by a handy resident. Note that the front door locks have two 3/4" backset and a barrel rather than a plate latch.

### *GARAGE DOORS*

Check all hinges twice a year. Make sure hinge screws are tight (a nut driver or socket set is required). If they cannot be tightened, remove the screws and fill the screw holes with wooden tooth picks or wood splinters and try again. If they are still loose, replace them with flathead through-bolts. The flathead should be installed on the outside of the garage door. Broken garage door springs must be replaced as soon as possible and in pairs. Report loose garage door panels to the Property Manager.

### *TRASH COMPACTOR*

Trash compactors should be filled to the top before compacting. As a compactor ages it is less advisable to try to compact glass bottles, especially if they are placed upright in the compactor. Do not allow trash to hang over the side of the compactor bin and make sure that the bin clamping ring is securely in place and locked.

### *OUTDOOR WATER FAUCETS*

All units, excluding second floor flat units, are equipped with one perma-frost outdoor water spigot in the kitchen patio area. Some units have an additional perma-frost spigot installed either at the walkout dining room patio deck or at the walkout basement deck. The design of these spigots is such that the shutoff valve is located further away (12 to 14 inches) from the shutoff handle than normal. This allows the shutoff valve to be recessed deep into the wall cavity where freezing is less likely to occur. However, if the heat retained within the wall cavity is not sufficient, the shutoff valve and water supply plumbing freeze. If this happens, the water supply plumbing may burst resulting in considerable water damage damage to the unit or units.

For this reason, a second shutoff valve is installed in the basement allowing the water supply to be turned off well within the heated confines of each unit. Each outdoor water spigot installed has this second shutoff valve. In order to winterize outdoor spigots, it is not enough to turn off this second valve. The only safe way to winterize outdoor spigots is to turn off the indoor shutoff, open the nipple-cap on this valve and allow the water to drain between the outside spigot and the indoor shutoff.

**COMMUNITY SERVICES**

POLICE AND FIRE - EMERGENCY	DIAL 911
COLUMBUS FIRE - NON EMERGENCY	221-2345
COLUMBUS POLICE - NON EMERGENCY	645-4545
SECURITAS SECURITY SERVICE	800-482-9853
FRANKLIN CO. SHERIFF	462-3333
STATE HIGHWAY PATROL	466-2660

## Appendix A

### PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION Exterior Lighting Fixture Replacement Policy February 26, 2002 Revised October 2007

The Architectural Review Committee and the Board of Managers have approved the following procedures for the replacement of the exterior lighting fixtures.

If the following specifications are met, the unit owner may install the replacement lighting fixtures on the exterior of their unit without prior ARC approval. **However, if any modifications are made to these specifications listed below, the unit owner must notify and submit the proper forms, plans, and details of the modification to the Architectural Review Committee as per the established procedures.**

***Any homeowner delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full.***

Attached to this policy are 3 photos of acceptable replacement styles for the exterior lighting fixtures. These are the only acceptable replacement exterior lighting replacements in addition to the original can lighting fixtures.

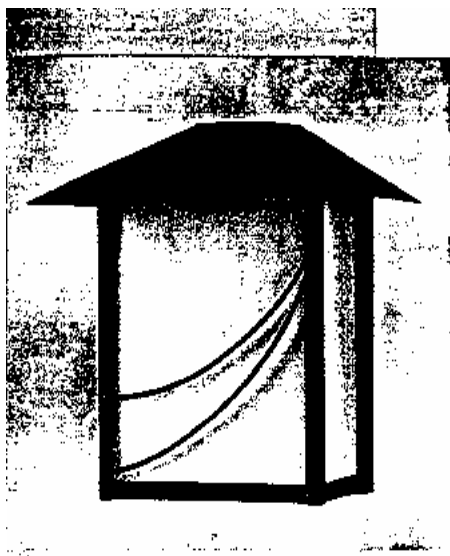
- The lighting fixture may be flush wall mounted or bracket/plate mounted.
- The glass in the fixture shall be opalescent in a honey or champagne color.
- The fixture housing shall be an antique bronze, Verde, copper or pewter metal styled in what is referred to as "Mission" style.
- Acceptable size range: 6"- 12" high x 9" - 13" wide x 5" - 12" extension.
- Replicas of the original fixtures (cylinder style) may be used as a replacement. Referred to as "Can" lights, the size of these fixtures shall be 6" diameter and 12" in height, extending from the wall 8".
- The metal housing color shall be antique bronze, Verde, copper or pewter metal.
- Motion detectors are permitted for the entry door fixture.

THIS POLICY DOES NOT INVOLVE THE LIGHTING FIXTURES ON THE GARAGES. THE EXTERIOR GARAGE FIXTURES ARE THE RESPONSIBILITY OF THE CONDO ASSOCIATION.

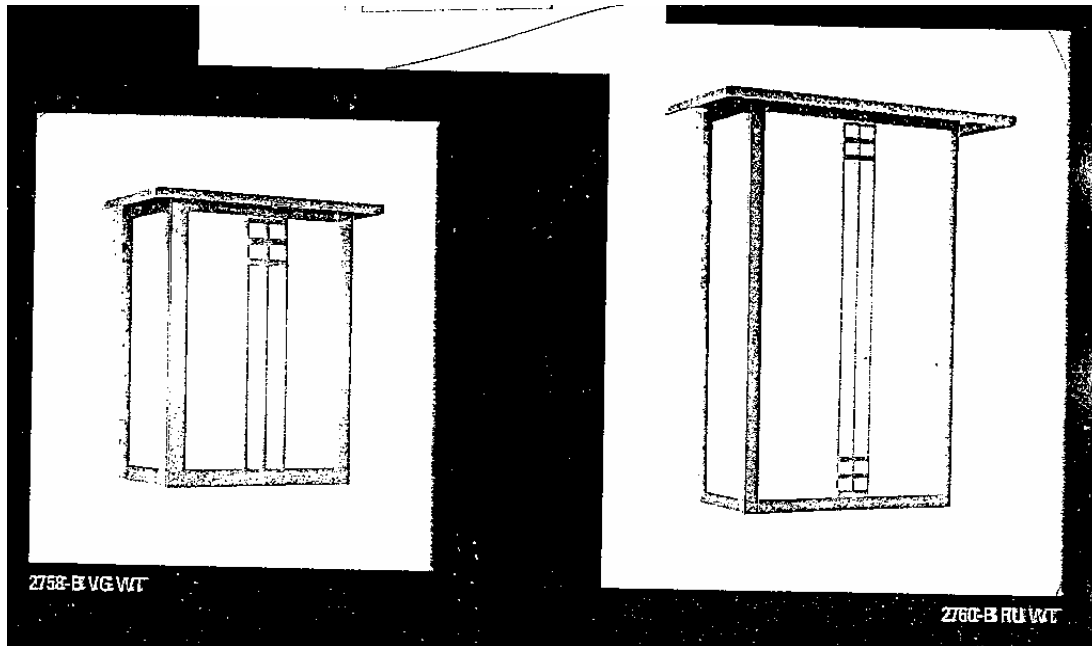
**(FLUSH WALL MOUNT)**

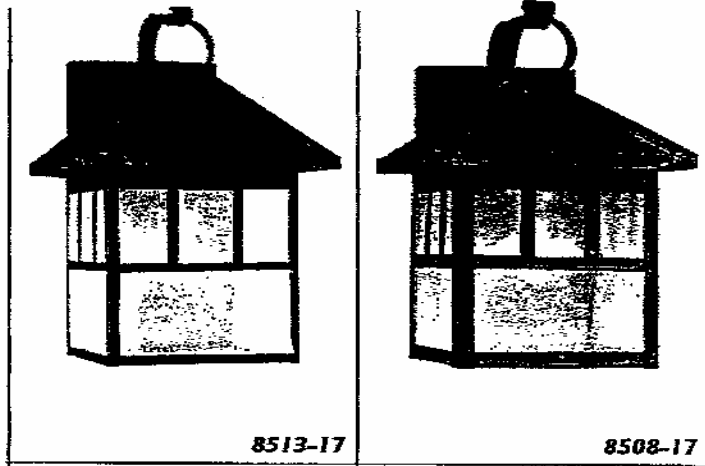
<b>FINISH</b>	<b>W X H</b>	<b>BULBS</b>	<b>MAX. WATTAGE</b>
Verde, Copper Antique Bronze, Pewter Metal	6-12" x 9-13"	1	75- 100 W

<b>ITEM NO.</b>	<b>FINISH</b>	<b>GLASS</b>	<b>W X H X EXT.</b>	<b>BULBS</b>	<b>MAX.</b>
2758-B	Verde Antique Bronze Copper Pewter Metal	Champagne Opalescent	6-12"x9-13" x 5-12"	1	60 W



<u>ITEM NO.</u>	<u>FINISH</u>	<u>GLASS</u>	<u>W X H X EXT.</u>	<u>BULBS</u>	<u>MAX.</u>
2760-B	Verde Antique Bronze Copper Pewter Metal	Champagne Opalescent	6-12" x 9-13"x5-12"	1	60 W





<u>ITEM NO.</u>	<u>FINISH</u>	<u>GLASS</u>	<u>W X H X EXT.</u>	<u>BULBS</u>	<u>MAX</u>
8508-17	Verde Antique Bronze Copper Pewter Metal	Champagne Opalescent	6-12"x9-13"x5-12"	1	100 W
8513-17	Verde Antique Bronze Copper Pewter Metal	Champagne Opalescent	6-12"x9-13"x5-12"	1	100 W

**Appendix B**

**PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION  
GENERAL GUIDELINES FOR DECKS, BALCONIES**

October 15, 2000

Revised April 16, 2002, October 14, 2007, Aug 2009

The Board of Directors must approve any improvements done on the exterior of the unit inclusive of any common area.

A Request to Modify Common Property form must be completed and submitted to the Architectural Review Committee with a deposit check, neighbors approval and (2) sets of detailed plans. Detailed plans must show the foundation plan, size of deck and the direction it is going, deck evaluation showing the height of the deck surface from the adjacent grade, footers, framing, connections, deck rails, balusters, guard rails, stairs (including rise and run of stairs) handrails. The ARC requires a copy of the contractor's license if the unit owner is using a contractor.

If the applications and plans of the proposed deck conform to ARC guidelines, the applicant is notified and a "May Proceed" letter is written to the resident. Upon receipt of the May Proceed letter, the resident must apply to the City of Columbus for a permit. Upon receipt of the permit, a copy must be submitted to the ARC.

If the applications and plans of the proposed deck do not conform to ARC guidelines, the application is notified and the reasons for the disapproval will be given in writing. The resident may modify their plans and resubmit to the ARC.

The guidelines and figures below reflect the City of Columbus and OSHA codes. However, it is up to the resident to be certain they are meeting all the current Columbus City Buildings Codes to which everyone must adhere.

Any exterior alterations that are completed without written approval will be subjected to the same criteria currently established including fines.

Any resident delinquent in Association fees will not have their plans reviewed until said Association fees are paid in full inclusive of any late fees or legal fees.

If homeowner is not doing the construction, a Licensed Contractor is required.

If the plans are changed or modified during the process of construction, new plans must be submitted immediately to the Architectural Review Committee before the work is performed. A member of the ARC is always available to consult with the resident on any changes.

All work should be completed within 60 days from date of approval.  
The unit owner is liable for any and all damages during construction.

Contact OOPS 800-382-2784 prior to digging. OOPS will come out and locate buried utility lines as a free service.

=====

**GENERAL GUIDELINES FOR DECK AND BALCONY REPAIRS OR NEW DECKS**

- Only pressure-treated lumber (e.g. Wolmanized) or cedar may be used. As an alternative, ChoiceDek Eden Series Spice Decking and Trim by Weyerhaeuser (in Spice ONLY) may be used by the unit owner.
- The resident's choice of lumber must be specified on the plans
- Deck and balcony boards are the responsibility of the unit owner.
- Latticework is prohibited.
- Crawl spaces must be screened from view by approved planting. A separate request to the Grounds Committee is required for plantings.

**STANDARD SIZE DECK**

- The resident is responsible for deck flooring boards on standard size decks and balconies.
- Only pressure-treated lumber (e.g. Wolmanized) or cedar may be used. As an alternative, ChoiceDek Eden Series Spice Decking and Trim by Weyerhaeuser (in Spice ONLY) may be used by the unit owner.
- The unit owner is responsible for advising the ARC of their choice of decking boards.
- The framing, railing and cap boards are the responsibility of the Association.

**EXPANDED DECKS**

- Framing (See Figures 1 and 2)
  1. Deck framing **cannot** be attached directly to cedar on the building. There must be a 2" gap from the rear of the building to the joist.
  2. Framing shall be installed utilizing joist hangers bolted to the building at each end using 1/2" by 4" long lag bolts. Flashing shall be installed behind the cedar panel at each end.
  3. Framing shall run parallel to building.
  4. 40 psf LIVE LOAD 2'x8' pressure treated wood (i.e. Wolmanized) or ChoiceDek Eden Series Spice Decking must be used for the framing of decks less than 12' in length.
  5. 40 psf LIVE LOAD 2'x10' pressure treated wood (i.e. Wolmanized) or ChoiceDek Eden Series Spice Decking must be used for the framing of decks greater than 12' in length.
  6. Fascia Board must be 1"x10' and must be attached to the outside railing at the top and bottom.

Decks (Joist and beam sized are based on the use of #2 Southern Yellow Pine)

Joist Spacing	Max. Clear Span
2'x6 @ 16" on center	9'-9"
2x6 @ 24" on center	8'-6"
2x8 @26 on center	12'-10"
2x8 @ 24" on center	11'-3"
2x10 @ 16" on center	16'-5"
2x10 @ 24" on center	14'-4"
2x12 @ 16" on center	19'-11"
2x12 @ 24" on center	17'-5"

- Stairs/Steps (See Figure 3)
  1. Steps must be no higher than 8" each.
  2. Metal or wood treat cleats must be used under each step.
  3. Three (3) steps or more require a handrail.
  4. Rise heights shall not vary more than 3/8 of an inch.
  5. Stair treads shall be a minimum of 9 inches.
  6. If the stairs have a total rise of 30 inches or more guardrails are required, which would require balusters beneath the handrail, spaced to not allow the passage of a 4 inch sphere.
- Connections
  1. 1/2" carriage bolts shall be used for attaching deck railing to joist.
  2. Rim joist of deck to rim joist of residence
  3. Beams to posts
  4. Joist to beams
- Footers (See Figures 4 and 5)
  1. Footers for Decks NOT exceeding 72" in height (See Figure 3)
    - Hole diameter to be 12" throughout
    - Depth of hole 32". A bare hole inspection is required.
    - 8" poured concrete in bottom of 32" hole.
    - Backfill around 4x4 posts with either compacted earth or poured concrete.

2. Footers for decks exceeding 72" in height (See Figures 4)
  - Hole diameter to be 18" throughout
  - Depth of hole 42". A bare hole inspection is required.
  - 8" poured concrete in bottom of 42" hole

\* Guard Rail/Deck Railing and Hand Rails (See Figure 6)

1. Top railing 34" from deck to top of hand rail.
2. Railing Top: 1x6"
3. Elevation changes of 18" or more require a handrail.
4. Support Posts 4x4" noted and attached to deck side as well as underneath.
5. Spindles: 1-1/2 square spaced 4" apart and cut at a 45 degree angle at the top if fascia board is not used.
6. Fascia board is required at the top and bottom outside. A cap must be installed at each end of the top railing. Caps should be approximately 1"x6".
7. Location of stairs
8. Indicate rise and run of stairs showing material sizes
9. Show handrail attached to stairs (must be grippable)
10. Handrail must be 2"x6" (5-1/2 OC MAX)

• **Latticework is prohibited.**

• **An expanded deck is solely the owner's responsibility to maintain and replace when needed.**

• **IMPORTANT! ONLY CABOT "SEMI-SOLID" NEW REDWOOD STAIN MAY BE USED AS A SEAL ON DECKS, BALCONY BOARDS AND FENCES. IF PRESSUED TREATED WOOD HAS BEEN USED ON THE DECK, THE DECK MAY BE STAINED ONE YEAR FOLLOWING CONTRUCTION.**

The above guidelines are intended to supplement the homeowner's planning and do not incorporate all factors considered in the Architectural Review process.



### DECK - ILLUSTRATED

EXAMPLES MAY BE USED BY HOMEOWNERS ONLY

FIGURE 1: FRAMING PLAN

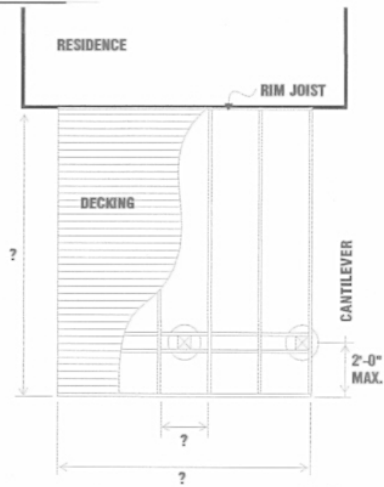
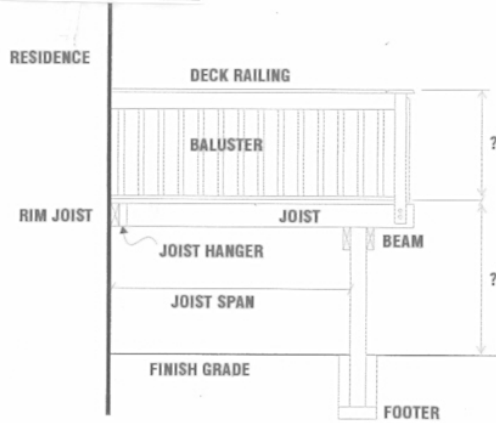


FIGURE 2: FRAMING ELEVATION

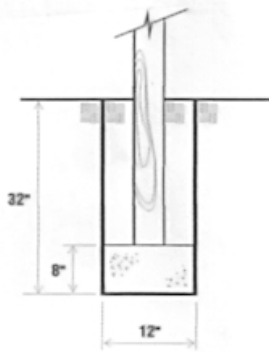




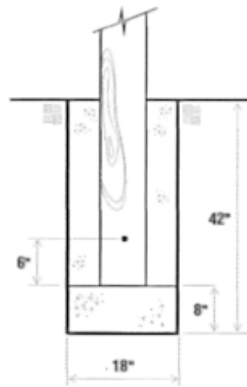
**FIGURE 3: STAIR DETAILS**



**FIGURE 4: FOOTERS - BELOW 72"**

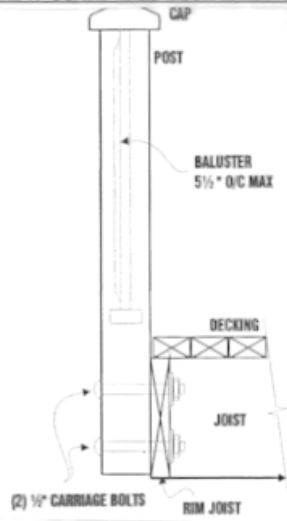


**FIGURE 5: FOOTERS - ABOVE 72"**





**FIGURE 6: GUARD RAIL/DECK RAILING AND HAND RAILS**



## Appendix C

### PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION Landscape Lighting Policy February 1, 2003

The Architectural Review Committee and the Board of Managers have approved the following specifications and exterior lighting styles.

Prior to installing any landscape lighting, the unit owner must submit to the Architectural Review Committee a Request to Modify Common Property with three neighbors' approval, full specifications and drawing, and a deposit. This is to include an understandable drawing showing the exact placement of each fixture.

***Any homeowner delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full.***

Attached to this policy are photos of four approved styles of landscape lighting. These are the only acceptable exterior lighting styles.

Because space is limited for the installation of landscape lighting, we recommend that you do not purchase a package with five or six lights per pkg. as there may not be space for all the light fixtures. We recommend you review the manufacturer's foot-candles levels to obtain the optimum spacing.

- Only low voltage systems (12 volt) or solar lighting systems may be installed. Low voltage cable does not need to run through conduit; it may be installed in a shallow trench. With the use of low voltage cabling, the risk of electrical shock is minimized. See manufacturer's installation specifications for your specific fixture.
- If low voltage units are used (thus requiring a transformer), the Board and ARC highly recommend unit owners employ a qualified electrician to complete the installation.
- For front installation, the transformer placement shall be on the interior side of the kitchen patio fence, but not attached to the fence itself.
- No fixture shall be attached to fences, siding, wing walls, building facades, etc.
- Solar Accent Lighting is approved and recommended. It is easy to install, requires no wiring, automatically turns on at dusk, recharges by sunlight, and costs nothing to operate.
- The glass in the fixture shall be opalescent in a honey or champagne color.
- The fixture housing shall be an antique bronze, Verde (green), copper or pewter metal styled in what is known as the "Mission" style.
- The fixture shall be a maximum of 24" high.
- Fixtures need to be in an existing mulch bed area.
- The fixtures must meet UL Standard 1838. Please refer to the Underwriters' website at [www.ul.com](http://www.ul.com) or [www.underwriterslaboratories.com](http://www.underwriterslaboratories.com) or call or visit the local office, Underwriters Laboratories, 1445 Worthington Wood Blvd., 841-0333.
- Motion detectors are not allowed for use in landscape lighting.
- Floodlights are not permitted for use as landscape lights.
- All aspects of the installation and maintenance of landscape lighting shall be the responsibility of the unit owner. By installing landscape lighting, the owner shall be deemed to agree that the Association shall have the right to temporarily move or remove the lighting to perform maintenance or repairs, the owner

agrees to be fully responsible to insure, repair and maintain the landscape lighting, and the owner agrees to indemnify and hold the Association and all of its trustees, managers, officers and agents harmless with respect to any and all claims for personal injury or property damage caused by any function or failure of any landscape lighting installed pursuant to this rule.



FINISH: Verde, Copper, Antique Bronze, Pewter Metal

HEIGHT: Maximum 24"

Appendix D

**PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION**  
**Rules and Regulations Governing the Installation of Satellite Dishes and Antenna**  
August 17, 2002  
Revised September 26, 2007

According to FCC regulations, owners have the right to install satellite dishes in their limited common area. However, the Association has the right to set design and placement standards in accordance with FCC regulations and city building codes that must be followed by all residents.

1. Notification must be made to the Architectural Review Committee prior to installation of the dish by use of the **Notice to Install** form.
2. The Association limits the size of the satellite dish and antenna to no more than 24-25" in diameter.
3. Satellite dishes and antennae may only be installed on limited common area (balconies, enclosed patios, patio or decks), side of chimney, or the inside face of wing walls. Satellite dishes are NOT allowed on roofs except for the gable end of the roof. Satellite dishes or antennae are NOT allowed on any other common area, inclusive of top of fences and balconies in limited common area. The installation of the satellite dish or antenna can not cause any destruction of limited or common area, i.e. concrete walkways, asphalt, driveways, gardens, etc.

Usual and customary construction techniques are to be used for the installation of wiring.

When any wood is penetrated, the penetrations must be sealed in a water tight and fire resistant manner. Wiring cannot be glued to the exterior of the unit.

4. The Association requires reasonable camouflage such as painting the installation a color to match the surroundings (unless the owner can prove the painting will interfere with reception), landscaping and/or screens, or rock camouflage.
5. The Board may remove or relocate any dish that does not meet the above requirements at the owner's expense or request that the owner relocate the dish.
6. Any satellite dish installed prior to September 26, 2007 is exempted from the rule #3. \*\*
7. All aspects of the installation and the maintenance of any satellite dish installed in accordance with the provisions of this rule shall be the responsibility of the unit owner that installed the dish or future unit owner. By installing a dish, the owner shall be deemed to agree that the Association shall have the right to require the dish be temporarily moved or removed to allow for the performance of maintenance or repairs. The owner agrees that he, she or they shall be fully responsible to insure, repair and maintain the dish. The owner agrees that he, she or they shall indemnify and hold the Association and all its trustees, managers, officers, and agents harmless with respect to any and all claim for personal injury or property damaged caused by the presence, a function or failure of any satellite dish installed pursuant to this rule. Such indemnification shall be in perpetuity, shall run with the land, and shall be binding upon each unit owner, their successors and assigns.

\*\*Prior to this revision, the Association allowed as an exception roof installation for reception purposes. This was changed to conform to recent FCC rulings and to protect the exterior of the buildings.

**PICKAWILLANY CONDOMIUM UNIT OWNERS ASSOCIATION  
NOTICE TO INSTALL A SATELLITE DISH**

I, \_\_\_\_\_ plan to install a satellite dish on \_\_\_\_\_  
Unit Owner (Date)

at the following location: \_\_\_\_\_

2. I will abide by the Association's rulings that satellite dishes and antennae may only be installed on limited common areas (balconies, enclosed patios, patios or decks), side of chimney, inside face of wing walls or the gable end of roof. Satellite dishes or antennae are NOT allowed on roofs except for the gable end of the roof. Satellite dishes or antennae are NOT allowed on any other common area, inclusive of top of fences and balconies in limited common area. The installation of the satellite dish or antenna can not cause any destruction of limited or common area, i.e. concrete walkways, asphalt, driveways, gardens, etc.

I further agree that I will abide by the Association's ruling that usual and customary construction techniques are to be used for the installation of wiring. When any wood is penetrated, the penetrations must be sealed in a water tight and fire resistant manner. Wiring cannot be glued to the exterior of the unit.

3. The Association requires reasonable camouflage such as painting the installation a color to match the surroundings (unless the owner can prove the painting will interfere with reception), landscaping and/or screens, or rock camouflage.

4. I hereby agree that the Association shall have the right to require the dish be temporarily moved or removed to allow for the performance of maintenance or repairs.

5. I hereby agree that I shall be fully responsible to insure, repair and maintain the dish.

6. I hereby agree that the Board may remove or relocate any dish that does not meet the above requirements at the owner's expense or request the owner relocate the dish.

7. I hereby agree that I indemnify and hold the Association and all its trustees, managers, officers, and agents harmless with respect to any and all claim for personal injury or property damaged caused by the presence, a function of failure of any satellite dish installed pursuant to this rule. Such indemnification shall be in perpetuity, shall run with the land, and shall be binding upon each unit owner, their successors and assigns.

Written Name \_\_\_\_\_

Signature \_\_\_\_\_

Appendix E

**PICKAWILLANY CONDOMINIUM UNIT OWNERS ASSOCIATION  
Window and Sliding Glass Door Replacement Policy**

March 2002

Revised October 2007

The Architectural Review Committee and the Board of Managers have reviewed the existing conditions of the Windows and sliding glass doors and have developed the following criteria for the replacement of windows and sliding doors.

***Any homeowner delinquent in Association fees will not have the plans reviewed until said Association fees are paid in full.***

If all of the following criteria are met, unit owners may submit the Request to Modify Common Property with the standard requirements to the ARC. The ARC will review the information to be certain all criteria of approved replacement doors are met. If all the criteria are met, the ARC will advise the unit owner to proceed.

The following requirement must be submitted to the ARC.

***Request to Modify Common Property***

***Complete specifications including window or sliding door sizes, all measurements, and window or door construction.***

***Deposit check***

*If there are any deviations from the criteria listed, the ARC will review the information and submit to the Board of Managers. Submission to ARC will follow standard procedures including 3 neighbors written approval.*

**SPECIFICATIONS**

- The size of the openings of the unit shall not be modified.
- The exterior color of the units shall match the existing units (i.e. dark brown) in rigid vinyl clad or metal.
- The glass composition (i.e. Low E, Argon, Thermal Glass, etc.) shall be at the discretion of the owner.
- No tints, colored glass or mirrored glass will be allowed.
- Integral grilles/grid work is not permitted.
- Windows must be the existing Oriel Style (2/3 top, 1/3 bottom).
- Cut sheets with full details of the replacement units must be included in the submission to the ARC.
- **HEADER MAY NOT BE CUT ON SLIDING DOORS OR WINDOWS UNDER ANY CIRCUMSTANCES**

Appendix F

**PICKAWILLANY CONDOMIUM UNIT OWNERS ASSOCIATION  
Approved Front Door Paint Colors**

Front doors to units (doors and trim only, and not any natural cedar) may be repainted in a color selected by the unit owner from a limited palette approved by the Board. The colors that have been approved are manufactured by Sherwin Williams. *Paint color chips are available through the ARC or the Property Manager. The unit owner may take the color chip to any paint store and have their color selection specially mixed.*

Oil-based, semi-gloss enamel (Trade Name: "Pro-hide Alkyd Satin Enamel") is recommended because latex paints will not bond properly to the existing oil-based paints. Be sure to sand and clean the surface prior to painting. The approved paint colors are shown below.

<b>PCUOA'S APPROVED FRONT DOOR PAINT COLORS</b>	
<b>Hot Cocoa No. 6047 (Taupe Tone)</b>	<b>Royalcraft Copper Red No. 2839 (Red Tone)</b>
<b>Backdrop No. 7025 (Grey Tone)</b>	<b>Hammered Silver No. 2040 (Grey Tone)</b>
<b>Lodge Brown No. 3007 (Brown Tone)</b>	<b>Polished Mahoney No. 2838 (Brown Tone)</b>
<b>Arresting Auburn No. 6034 (Raisin Brown Tone)</b>	<b>Royalcraft Bottle Green No. 2847 (Green Tone)</b>

The original color manufactured by Pratt & Lambert have been converted in the above chart to Sherwin Williams. (Sherwin Williams now owns Pratt & Lambert.) All the colors shown above are available at Sherwin Williams. The third column reflects matching to their newest color line, all paint color chips are available only in the new color line.

Gas meters, air conditioners, etc. may be repainted using Sherwin Williams Hot Cocoa #6047

To find a Sherwin Williams location, go to [www.sherwinwilliams.com](http://www.sherwinwilliams.com)

Appendix G

**PICKAWILLANY CONDOMIUM UNIT OWNERS ASSOCIATION  
Weights and Measurers**

CARPETING

2 Bedroom Flat 82 square yards

2 Bedroom Townhouse

First Floor 60 square yards

Second Floor 55 square yards

Family Room 60 square yards

3 Bedroom Townhouse

First Floor 68 square yards

Second Floor 70 square yards

Family Room 61.5 square yards

4 Bedroom Townhouse

First Floor 62 square yards

Second Floor 96 square yards

Family Room 69.5 square yards

NOTE: Carpet on stairs and landing to second floor and in the second floor hallway is included in the first floor measurements. Carpeting measurements for family rooms do not include the utility room, but do include the stairs and landing to the first floor. These measurements are approximations only.

FIREPLACES

36" Superior Wood-burning Fireplace with gas fitting for log-lighter, black finish (model 036 E2 Set).



Circuit Breakers	O
Firebox	A
Fences	A
Boards	A
Posts	A
<u>Fireplace</u>	O
Firebox	O
Grates	O
Gas Lighter	O
Screens	O
Damper	O
<u>Foundations</u>	A
<u>Furnace</u>	O
<u>Garage</u>	O/A
Doors	A
Hinges	O
Locks	O
Pulleys	O
Cables	O
Springs	O
Tracks	A
Structure	A
Painting	A
Roofs	A
<u>Gas</u>	O/A
From Meter	O
To Meter	A
<u>Glass</u>	O
Patio Doors	O
Window	O
<u>Gutters</u>	A
<u>House Numbers</u>	A
<u>Lawns</u>	A
<u>Lights</u>	O/A
Back Patio	O
Balcony	O
Courtyard	O
Front Entrance	O
Garage	A
Kitchen Patio	O
Spot Lights	A
<u>Mailbox</u>	O

<u>Patios</u>	O/A
Back Patio (first 6 feet)	A
Kitchen	O
<u>Plumbing</u>	O/A
Faucets	O
From Unit Shutoff	O
Interior Pipes	O
Spigots	O
To Unit Shutoff	A
Underground Sewage	A
<u>Property Damage</u>	O/A
Common	A
Interior	O
Limited Common	O
<u>Roofs</u>	A
Common Areas	A
Limited Common Areas	A
<u>Shrubs</u>	O/A
Common Areas	A
Limited Common Areas	O
Sidewalks	A
<u>Snow Removal</u>	O/A
Parking Areas	A
Sidewalks	O
Roads	A
<u>Steps</u>	A
Balcony	A
Patio	A
Stoops	O
<u>Trees</u>	O/A
Common Areas	A
Ltd. Common Areas	O
<u>Walls</u>	O/A
Exterior	A
Interior	O
<u>Water</u>	A
<u>Windows</u>	O
Frames	O
Glass	O
Locks	O
Sashes	O

<u>Wiring</u>	O/A
From Electrical Meter	O
Telephone	O
To Electrical Meter	A
Underground	A

\*\* Chimney flashing has been defined as transitional pieces between surfaces. That is the metal transition between the chimney cap (usually round and at the top of the flue) and the top of the wood framed and surfaced chimney chase is flashing (rectangular and flat).

