

# **The Gorden Farms Condominium Association**

## **Handbook**

**THE GORDEN FARMS  
CONDOMINIUM ASSOCIATION  
HANDBOOK**

**This booklet includes the community rules and regulations adopted by the Board of Directors. It contains specific rules and regulations authorized by the Declaration and Bylaws of The Gorden Farms Condominium Association. It is subject to change by action of the Board of Directors.**

**This booklet is designed to assist all unit owners in understanding the Rules and Regulations under which the Association operates. We believe that these Rules and Regulations are necessary in order to maintain a high-quality residential community. This community is intended to be primarily an owner occupied community.**

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

**This is not a substitute for the Declaration and By-Laws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities or an interpretation of rules should be directed to the Board of Directors via Grabill & Co. Real Estate Services.**

**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 this Handbook.**

**NOTE: This handbook is published solely for The Gorden Farms Condominium Association as a service provided by Grabill & Co. Real Estate Services. The material presented herein is intended to provide general information for residents of The Gorden Farms Condominium. Any reproduction of the material or formatting of this handbook may be a violation of copyright law. Please seek written permission from Grabill & Co. Real Estate Services and The Gorden Farms Condominium Association Board of Directors before using any of the material contained herein.**

Current as of September 1, 2009

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# **THE GORDEN FARMS CONDOMINIUM ASSOCIATION**

## **COMMUNITY RULES AND REGULATIONS**

### **BOARD OF DIRECTORS**

By Ohio Law, all Condominium communities must have an association of its owners and a Board of Directors to provide the services necessary for general property maintenance and long-term obligations. The owners' condominium dues or fees provide the money to pay for these services and to save for major future expenses.

The Board of Directors has the power and authority under Ohio law and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs. The Board of Directors generally consists of Unit Owners, elected by fellow Unit Owners as provided for in the Bylaws. Initially, there will be three (3) directors, which number will later be expanded to six (6).

The terms of the six Directors shall be staggered so that the terms of at least one-third (1/3) of the Directors will expire and successors will be elected at each Annual Meeting of the Association. Thereafter, at such annual meetings held at a time to be determined by the Board of Directors not to exceed nine months between meetings, successors to the Director or Directors whose term(s) then expire shall be elected to serve a three year term.

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

The Board of Directors meets on a regular basis and meetings are generally closed to the public. However, if residents wish to address the Board, they should request to be placed on the next meeting agenda. If interested, please call Grabill & Co. Real Estate Services or Board representative to find out the meeting time and location. The Board of Directors will send notification of the Annual Meeting to homeowners.

## **PROFESSIONAL MANAGEMENT**

Under direction of the Board of Directors, Grabill & Co. Real Estate Services will manage the Gorden Farms Condominium Association. Grabill & Co. Real Estate Services will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

## **TELEPHONE NUMBERS**

### **MANAGEMENT COMPANY**

Grabill & Co. Real Estate Services (614) 761-8702  
6375 Riverside Drive,  
Suite 230  
Dublin, Ohio 43017  
[www.grabill.biz](http://www.grabill.biz)

### **WARRANTY ISSUES**

HomeGard (614) 459-4273

### **INSURANCE CLAIMS**

Grabill & Co. Real Estate Services (614) 761-8702

### **TOWING ISSUES**

Grabill & Co. Real Estate Services (614) 761-8702

### **POLICE/FIRE DEPARTMENT**

Emergency 911  
Police - Non-emergency (Dublin) (614) 889-1112  
Fire – Non-emergency (Washington TWSHP) (614) 766-1112  
FRANKLIN COUNTY DOG WARDEN (614) 462-3400

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## **FINANCIAL MATTERS**

### **ASSOCIATION DUES:**

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

Association dues are payable to **The Gorden Farms Condominium Association** on the first of each month. A late charge of \$20.00 will be added to any account delinquent after the tenth (10<sup>th</sup>) of the month.

### **APPLICATION OF PAYMENTS:**

The order by which payments are applied is set forth in the Declaration and repeated here for your benefit. The Association shall credit all payments received by the unit owner in the following priority:

- 1) To interest,
- 2) To administrative late fees,
- 3) To collection costs, attorney fees, and paralegal fees,
- 4) To the principal amounts owed to the Association for common assessments, enforcement assessments, penalty assessments or any other charges owed to the Association .

### **RETURNED CHECKS (NSF):**

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

- a. Charged back to the individual's account.
- b. A \$30.00 handling fee will be charged to that account.
- c. Checks will be held until a replacement check has been cleared for payment. **NSF checks will not be re-deposited.**

### **DELINQUENCY POLICY ON FEES AND ASSESSMENTS:**

1. Upon ten (10) days delinquency, a delinquency notice is sent by Grabill & Co. Real Estate Services and the Unit Owner's account is assessed a \$20.00 late charge per month for each month that the fee/assessment is delinquent.
2. Upon sixty (60) days delinquency, a "pre-lien" letter is sent to the Unit Owner by registered mail. The delinquent Unit Owner is assessed for this notice and the Unit Owner is invoiced monthly until payment is made.

3. A lien is filed when the Unit Owner's account is over ninety (90) days delinquent.
4. The delinquent Unit Owner's account is charged for fees incurred when a lien is filed. The Unit Owner will be sent a monthly statement of their delinquent account.
5. It is the Association's policy of automatically beginning foreclosure procedures when a unit owner is more than five hundred dollars (\$500.00) in arrears. If foreclosure is initiated, attorney fees are added to the Unit Owner's account. Any additional costs or attorney fees incurred are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

**UTILITIES:**

Unit Owners are responsible for maintenance and payment of their own gas, electric, telephone and for calling to initiate service on the date of possession. Water service will be sub metered and billed separately to the Unit Owner. Notification to the sub meter contractor will be handled by Grabill & Co. Real



Estate Services when notified by the title company that the Unit has closed.

## **CONDOMINIUM INSURANCE**

The Association's Board of Directors has insurance for all buildings and common elements against loss or damage by fire, lightning, and such other perils. In addition, the Board of Directors will maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision. Should a Unit Owner need to file an insurance claim, please contact a Board Member or Grabill & Co. Real Estate Services at (614) 761-8702.

It is the Unit Owner's responsibility to obtain insurance for the interior of their Unit and for the contents of their Unit. To the extent that the Association's insurance covers permanent improvements and built-in fixtures and equipment originally installed as part of the Unit, then the insurance obtained by the Unit

Owner with respect to improvements within his or her Unit shall be limited to “tenants’ improvements and betterments” coverage. It is also the Unit Owner’s responsibility to obtain liability insurance covering occurrences within an individual Unit or that Unit’s Limited Common Elements.

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

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# **THE GORDEN FARMS CONDOMINIUM ASSOCIATION GENERAL RULES**

## **DECLARATION AND BYLAWS**

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

## **RULES AND REGULATIONS**

The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish rules and regulations governing the use of the Common Elements and Limited Common Elements and the personal conduct of Unit Owners, occupants, and their guests. The Board of Directors also has the power and authority to establish and levy enforcement charges for the violations of the rules and regulations. Each occupant has the duty to understand the general rules and regulations that have been established for the welfare and harmony of all occupants, as well as for the protection of the complex. **Rental residents should receive a Handbook so that they are familiar with the Condominium Rules and Regulations. Additional copies are available from Grabill & Co. Real Estate Services.**

## **MODIFICATION OF THE RULES AND REGULATIONS**

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

## **MODIFICATION OF THE DECLARATION AND BYLAWS**

Although there are exceptions, the Declaration and Bylaws may generally be amended or modified with an affirmative vote of the Unit Owners having no less than 75% of voting power for any amendment to be added to the Declaration and Bylaws and an affirmative vote of 51% of Eligible Mortgage Holders (as

defined in the Declaration). Chapter 5311 of the Ohio Revised Code allows the Board to amend the Declaration and Bylaws under any of the following conditions without first obtaining the approval of Unit Owners and Eligible Mortgage Holders, 1) to bring the declaration into compliance with Chapter 5311, 2) to meet the requirements of lending institutions and insurance underwriters and 3) to fix any grammatical or factual errors. Although the Board may change these Rules and Regulations by vote of the Directors, they do not have the authority to make any rules that conflict with the Declaration and Bylaws.

## **COMMON ELEMENTS**

Those portions of the Condominium that are not a part of the Units are called "Common Elements" under the Condominium Act.

### **PURPOSE:**

The Common Elements are for the sole and exclusive use, benefit, and enjoyment of all Unit Owners, occupants, and their guests and invitees and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Elements in such a manner as to disturb others.

### **SAFETY:**

This is a private residential area and no trespassers, solicitors or unauthorized vehicles are permitted. To help prevent criminal activities within our complex, be alert to unusual activities, suspicious individuals or vehicles. If needed, notify the proper authorities immediately.

### **DAMAGE:**

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

### **PERSONAL EFFECTS:**

All personal property, such as lawn chairs, bicycles, tables etc. must be placed inside the Unit or in the garage, if applicable, when not in use. Porches may not be used to provide long term storage of boxes, bicycles, motorcycles, boats, etc. Lawn furniture is permitted on porches and patios only.

No signs, awnings, canopies, shutters, television/CB/radio/satellite antennae, or any other device or ornament may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, or roofs, except with Board approval. A variance request may be submitted in writing to Grabill & Co. Real Estate Services for the

Board's consideration to approve or disapprove.

**PROHIBITED ITEMS:**

The following items, though not all inclusive, will be strictly prohibited in any Common Element of The Gorden Farms Condominium: window air conditioning units, grills, any type of statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, swing sets, laundry poles/clothes lines or other such items.

**LIMITED COMMON ELEMENTS**

Portions of the Common Elements are reserved for the exclusive use of the owners and occupants of a particular Unit. These areas are designated as "Limited Common Elements." The Limited Common Elements which may be appurtenant to each unit may consist of the front porch or stoop, front sidewalk and/or balcony or patio.

**PETS**

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

1. All pets must be walked on a leash not more than six (6) feet in length and are not permitted to be in the Common Elements or Limited Common Elements unattended.
2. No animal pens or houses are permitted in Common Elements or Limited Common Elements and no pets shall be tethered outside in the Common Elements or Limited Common Elements.
3. Animal waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice by the Board of Directors. Unit Owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner's or occupant's pet(s).
4. The cost of repairing damage done to the Common Elements and Limited Common Elements by a pet(s) will be a special individual Unit assessment against the Owner of the Unit responsible for the pet that caused the damage.

5. Unit Owners and residents will be required to take action to prevent their pets from annoying others and being a nuisance.
6. Pet owners may be assessed an enforcement charge for violation of these policies. (Pets may be ejected at the discretion of the Board of Directors if they become a nuisance.)
7. Unleashed and/or free roaming dogs and cats should be considered "strays." Their behavior is unpredictable and possibly dangerous, especially to children. Please report all strays to the Franklin County Dog Warden at 462-3400.
8. **Please note that the Franklin County Health Department will be called if there is a problem with animal feces.**

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**Gorden Farms Condominium Association**  
**Swimming Pool Rules & Regulations**

The Rules and Regulations listed below are for the protection and benefit of ALL to assure safe and sanitary operation of the pool and facilities. Your cooperation in abiding by these rules will afford pleasant relaxation and recreation for all concerned. Any failure to comply with the rules shall be considered sufficient cause for any action deemed necessary by management, including barring violators from the use of the pool area.

1. **All persons using the pool or pool area do so at their own risk and sole responsibility.** The management or Condominium Association Board does not assume any responsibility for any accident or injury in connection with such use.  
**THERE IS NO LIFEGUARD ON DUTY.**
2. The residents and their guests or any other person agree with the management, Condominium Association Board and/or owners, for and in consideration of the use of the pool as an added facility, to make no claim against the management, Condominium Association Board, and/or owners for any loss of life, limb or property. Nor will the manager or his/her agents be responsible for loss or damage to any personal property of any kind.
3. Depending on weather conditions, to be determined by the management, the pool will be open from 10am to 10pm. In addition, the pool may be closed at any time due to either a breakdown or to any other operational difficulty and/or at the discretion of the management.
4. Glass objects are prohibited in the pool area.
5. No running, horseplay, skateboarding, bicycling, diving or scooters allowed in the pool area. (This includes using the furniture as a diving board!)
6. Radios are to be played at a low volume.
7. NO PETS in the pool area.
8. Persons under age 14 must be accompanied by an adult (18 years of age or older).
9. The pool is restricted to community residents and their guests. **Only two guests allowed per residence.**
10. Drunkenness or obscene language will NOT be tolerated.
11. Swimmers should shower before entering the pool.
12. Swimmers with open sores or wounds are not allowed in the pool.
13. All swimmers must wear proper swimwear (no cutoffs, thongs, jeans or diapers).
14. ALL trash, cigarette butts, matches, etc. must be put in a container placed in the pool area. Please help us keep our pool clean.
15. All persons use the facility at his/her own risk and in conformance with all rules and

regulations. **Any person may be barred from the pool or pool area at the discretion of management for violation of rules and regulations or for any other reason**, which his/her judgment constitutes a hazard to others or to the management.

16. NO tampering with safety equipment unless emergency warrants it.

17. **NO ALCOHOL OF ANY KIND WILL BE PERMITTED.**

18. **NO DIVING WILL BE PERMITTED.** Use caution when entering the pool.

***These above Rules and Regulations may be revised or additional rules established at any time by the management or Condominium Association Board.***

### **PARKING/VEHICLES**

Vehicles may park in the designated spaces located in front of the unit. **The following is NOT permitted and vehicles may be towed at the owner's expense without warning:**

1. Vehicles parked in illegal spaces or areas, blocking entrance intersections, on lawns, or on the main roadways.
2. Abandoned or inoperable vehicles, or vehicles with expired license plates.
3. Two wheeled vehicles that do not have proper asphalt protection from the kickstand.
4. Oil spots on the asphalt. Residents are responsible for cleaning all oil from their parking spaces. Oil dry is recommended.
5. **DOUBLE PARKING** (as per the Fire Marshall).
6. **VEHICLES MUST PARK IN ASSIGNED SPACES.**

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

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

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



conducting business and commercial trucks that are in the area to perform service or repair work are the authorized exception.

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

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

If someone is illegally parked, call Grabill & Co. Real Estate Services at 761-8702.

## **TRASH COLLECTION**

All garbage must be in the compactor provided by the Association. For items too large for the compactor, you must arrange for a pick up and haul away at your convenience and expense. Please put such items out only before the evening your pick up is due. All trash is to be properly disposed of and placed in the proper receptacles. Trash is not to be left on top of the compactor or left on the ground near the compactor. Large boxes should be crushed and broken down before being put into the compactor so they don't take up so much room.

Violators who leave their trash on the ground next to the compactor or anywhere else on the Condominium Property will be subject to the Rules Enforcement provisions of the handbook.

## **FRANKLIN COUNTY HEALTH DEPARTMENT**

If your neighbor has a chronic problem with trash or dog waste, you can report him to the Franklin County Health Department. The telephone number is (614) 462-3160.

## **GARAGES**

In order to maintain an orderly and harmonious appearance and for safety and security of all occupants, garage doors are to be kept closed when the garage is

not in use.

## **MAINTENANCE AND REPAIR**

The Association shall maintain, repair and replace all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Unit.

The Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof, nor for the removal of snow and ice from the Limited Common Elements or components thereof. Proper care should be taken to use ice melt products that will not damage the walkways.

The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements that are a part of the Common Elements, including the Limited Common Elements.

Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that his Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit Owner shall include repair, maintenance and replacement of all windows, screen doors and garage doors, including the frames, sashes and jambs, and the related hardware thereof. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner, occupant or guest, or exists as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. **Please refer to page 27 for a checklist of common maintenance responsibilities.**

## **ARCHITECTURAL CONTROL**

No modifications, changes, additions, or improvements to the exterior of the unit buildings, Common Elements and Limited Common Elements may be made without prior approval of the Board of Directors of the Association. Variance applications are available from Grabill & Co. Real Estate Services. Requests must be submitted in writing to Grabill & Co. Real Estate Services.

**Impairment of Structural Integrity of Buildings:** Nothing shall be done in any Unit nor in or on the Common Elements which would impair the structural integrity or would structurally change any of the buildings.

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

## **ARCHITECTURAL REGULATIONS**

1. No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to, change, or alteration therein be

made until the following has been approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion (**see page 31 for form**):

- the contractor(s),
  - the plans and specifications showing the nature, kind, shape, height, materials, color and location of the structure or improvement.
2. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative, in its sole, or unless the same is authorized by existing rule or regulation adopted by the Board.
3. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future owners of that Unit.

#### **INTERIOR ARCHITECTURAL REGULATIONS:**

The Board of Directors recognizes the desire for residents to improve the interior of the Unit by refinishing bathrooms, bedrooms or the entire Unit. However, because of the lack of parking and close proximity of neighbors, the following guidelines are in place to insure the proper atmosphere. Before any work begins on a Unit, the owner shall forward to the Board of Directors a signed "Contractor Acknowledgement Form" (page 30 together with the documents listed in guideline #5 below). Failure to submit the required materials and adhere to the guidelines will subject the Unit Owner to the "Rules Enforcement" provisions of the Association.

The Interior Architectural Guidelines are as follows:

1. All contractors are to be familiar with all pertinent local, state, and federal building codes before beginning work on any Unit
2. All interior construction will be limited to the hours of 8:30 AM – 4:30 PM, Monday thru Saturday, but no interior construction may take place on federal or state holidays, except President's Day, Martin Luther King, Jr. Day, Columbus Day and Veteran's Day.
3. All contractors, regardless of where the Unit is located, must follow the established rules for parking. If a contractor is illegally parked or blocking other occupants, they will be towed.
4. All construction debris needs to be hauled off site on a daily basis and **not** placed in the Association compactor. Any contractor found to be violating this rule will be subject to a \$500.00 fine.
5. All contractors doing work at The Gorden Farms Condominiums, must send copies of the following paperwork along with a signed acknowledgement form to the Association:
  - a. Proper permits for the work being done (if applicable)

b. Liability Insurance and Workers Compensation Certificates (even if a sole proprietor)

**STORM DOORS AND WINDOWS:**

Home Depot and Lowe's offer several models of storm doors that can be submitted for approval by the Board of Directors. Please make sure the storm door model you submit is either the option of self-storing or is a full view door. Please do not install a storm door without Board approval; if it does not meet the minimum specifications, the Board can have it removed.

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

**FRONT DOORS and LOCKS:**

It is the Unit Owner's responsibility to care for the front doors, their frames, and locks. The front door must be painted on a regular basis. For your convenience, the frame will be treated as "trim" and painted when the trim is painted. Brass kick plates and doorknockers are permitted within the Condominium Property and are the responsibility of the unit owner. New locks and keys are done at the unit owner's convenience.

**WINDOW COVERINGS:**

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

**SIGNS:**

No sign of any kind shall be displayed in the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of four square feet in size, advertising the Unit for sale or rent; (iii) on the Common Elements any model Units advertising the sale of Units by the Developer during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Developer; and (iv) other signs approved by the Board. The Association shall confiscate illegal signs. Confiscated signs may be retrieved with 30 days after payment of a \$10.00 penalty per sign.

Political signs are permitted to be affixed on the inside of a Unit's window, however, the sign must be removed within 24 hours of the poll's closing on Election Day.

**EXTERIOR LIGHTS:**

The exterior lights on the front or rear of the buildings cannot be changed.

**LANDSCAPE LIGHTS (GROUND LIGHTS):**

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

**ELECTRIC INSECT KILLERS:**

Electric insect killers are prohibited on the Condominium Property.

**BIRD FEEDERS:**

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

**POSTS:**

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

**HOSE REELS/HOSES:**

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

**FLOWER POTS:**

- a) May not be placed in any lawn area. Pots must be maintained during the growing season and stored for winter. Flowerpots **may not** be hung from the soffits or from the gutters.
- b) A metal hanger to hold flower pots/planters may be mounted on the wood trim of a Unit. The hanger must be of color and/or pattern that is complimentary to the building and community.
  1. The hanger will not be hung on the vinyl siding, and must not be mounted so as to obstruct the normal maintenance of the grounds and buildings.
  2. The hanger will be the personal maintenance responsibility of the Unit Owner, and the Unit Owners will assume the responsibility of any damage to the building caused by the mounting of the hanger.

**FLOWERS:**

- a) Flowers may be planted inside existing mulched areas. Flowers are not permitted around any tree.
  
- b) Maintenance of the flowers installed by the homeowner or resident is the responsibility of the resident and dead annuals are to be removed at the end of the season. Annuals which are not maintained during the growing season and become unsightly will be removed by the Association and the Unit Owner will be billed for removal.

**FLAGS:**

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

**HOLIDAY DECORATIONS:**

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



**OTHER EXTERIOR ITEMS:**

The Board of Directors in advance of installation must approve any other exterior items not covered in the above guidelines.

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

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

**LANDSCAPE CHANGES/ADDITIONS**

If you are interested in adding trees, shrubs or any other permanent landscape material in the Common Elements and/or the Limited Common Elements, detailed plans must be submitted in advance for written approval. Contact Grabill & Co. Real Estate Services for information and procedures.

**SOLICITATION AND GARAGE SALES**

Solicitation is not permitted within the Condominium Property. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a community activity. For further information, contact Grabill & Co. Real Estate Services.

**DISTRIBUTING MATERIALS AND PICKETING**

No person shall engage in the distributing of any materials on any portion of the Common Elements without prior written consent of the Board. Additionally, no person shall engage in any demonstration on any part of the Common Elements, including but not limited to picketing of any Unit or any facilities which compromise the Condominium Property, marching on the Common Elements, carrying signs or gathering for the purpose of demonstrating without prior written consent of the Board.

**RENTAL/LEASING**

No Unit or part thereof shall be rented any period of less than thirty (30) days; or

rented to roomers or boarders, that is, rented to one or more persons of a portion of a Unit only.

No lease may be less than an entire residential Unit. Any lease agreement shall be in writing, shall provide that the lease be subject in all respects to the provisions and to the rules and regulations listed in this Handbook and in the Declaration, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease and subject to eviction proceedings based on Chapter 5311 of the Ohio Revised Code. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing:

- All of the names of the tenant and/or tenants and the time during which the lease term shall be in effect.
- Home and work telephone numbers to reach the tenant in case of emergency
- Unit Owner's phone and work telephone numbers in case of emergency

## **RESIDENTIAL USE**

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

## **OFFENSIVE ACTIVITY**

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

### **CHILD SAFETY AND LIABILITY**

Under Ohio law, parents are liable for damage to property caused by their children up to \$3,000.00. Parents are responsible for their children's behavior and safety while playing or congregating in the Common Elements. Very young children should not be left to play in these areas without adult supervision.

### **MOVING RESPONSIBILITIES**

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

### **RULES ENFORCEMENT**

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

When the first violation of a rule is submitted in writing and signed by the Unit Owner, a "Notice to Cure by" letter is sent to the offending Unit Owner. If not cured by the date in the letter a "Notice of Intent to Levy Enforcement Assessment" letter will be sent. The Unit Owner will have ten (10) days to respond in writing to request a hearing with the Board of Directors. Failure to respond in ten (10) days or appear at the hearing will waive the Unit Owner's right to the hearing and the enforcement assessment will be charged to the Unit Owner's account.

Any Unit Owner or occupant may file a complaint citing a violation of these Rules and Regulations. A letter or the Formal Complaint Form (page 29) should be signed and delivered to the Board of Directors or Grabill & Co. Real Estate Services. The complaint will be investigated and processed for further action. Please be aware that you may be asked to attend a hearing to further explain your written complaint.

## **REPLACEMENT HANDBOOKS**

The first copy of the Handbook is provided free of charge to all occupants of the Condominium Property. Additional handbooks can be purchased for \$5.00 each. If you lost your handbook, please call (614) 761-8702 to order another for \$5.00. This handbook should be given to the new Unit Owner upon sale of your Unit.

The remainder of this page intentionally left blank.

## **CHECKLIST OF MAINTENANCE RESPONSIBILITIES**

<b>DESCRIPTION:</b>	<b>OWNER</b>	<b>ASSOC.</b>
<b>CHIMNEY:</b> A) vents & dampers within units B) exterior siding, exposed flue, flashing	A)	B)
<b>DOORS:</b> weatherstripping, storms & screens		
<b>GARAGE DOORS:</b> A) maintenance, repair & replacement	A)	
B) structural maintenance, siding, trim, door (surface finishing)		B)
<b>HEATING/AIR CONDITIONING</b>		
<b>LANDSCAPE:</b> A) care & replacement of patio shrubbery/ plantings installed by homeowner	A)	
B) care of lawns, shrubbery, trees		B)
<b>PATIO:</b> A) Interior: replacement & maintenance B) Exterior: replacement & maintenance	A)	B)
<b>PIPES:</b> A) interior personal - gas, water, sewer - servicing one unit B) servicing more than one unit	X	X
<b>PROPERTY DAMAGE WITHIN A UNIT</b>		
<b>WALLS:</b> A) interior maintenance B) exterior structural maintenance	A)	B)
<b>WINDOWS:</b> frames, glass, screens & storms		
<b>WIRING:</b> interior electrical & telephone - servicing one unit		
<b>FOUNDATION WALLS, FOOTERS, DRAINS</b>		
<b>INTERIOR DAMAGE:</b> structural - caused by roof leak, etc. (Drywall, etc.)	Up to \$2,500	After \$2,500
<b>LIGHT FIXTURES:</b> A) exterior (installed on building)	A)	
B) changing light bulbs in fixtures (building)	B)	
C) post lamp maintenance, replacing light bulbs		C)
<b>PAINTING:</b> A) entry and garage doors B) building exterior C) exterior color selection	A)	B) C)
<b>ROAD &amp; PARKING AREA PAVEMENT</b>		
<b>ROOFS:</b> shingles, flashing, gutters, downspouts		X
<b>SNOW REMOVAL:</b> A) roads, driveways, walks B) front stoops and back patios	B)	A)
<b>WALKS:</b> sidewalks		

**NOTE: This list is not intended to be all-inclusive. Please call Grabill & Co. Real**

**Estate Services at 614-761-8702 for further information.**

**THE GORDEN FARMS CONDOMINIUM ASSOCIATION**

**FORMAL COMPLAINT**

VIOLATOR(S):  
Name (if known):

\_\_\_\_\_

Address: \_\_\_\_\_

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

Signature

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_ Date

**Return to Grabill & Co. Real Estate Services,**  
6375 Riverside Drive, Suite 230, Dublin, Ohio 43017 **THE GORDEN**

# FARMS CONDOMINIUM ASSOCIATION

## CONTRACTOR ACKNOWLEDGEMENT FORM

Please read and sign below. Send all materials to The Gorden Farms Condominium Association, c/o Grabill & Co. Real Estate Services, 6375 Riverside Drive, Suite 230, Dublin, Ohio 43017. Please attach a business card or contact information.

### **TERMS AND CONDITIONS:**

**INDEMNIFICATION:** Contractor shall indemnify the Association and its employees and agents from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work on the Project provided that any such claim, damage, loss or expense is caused in whole or part by any act or omission of Contractor, any subcontractor, and/or anyone directly employed by any of them.

**INSURANCE:** Prior to providing any work or materials, Contractor will obtain the following insurance and furnish the Association with certificates evidencing same covering the period Contractor is performing hereunder:

- a. Workmen's compensation insurance in accordance with law and Employer's Liability Insurance with limit of \$500,000; and
- b. Comprehensive General Liability written on a standard ISO form, including the Association as a named insured, with a combined single limit bodily injury and property damage of \$500,000 per occurrence subject to a \$1,000,000 general aggregate; and
- c. Comprehensive Business Automobile Insurance with bodily injury limits of \$1,000,000 per person/\$1,000,000 per accident and property damage limits of \$1,000,000 per occurrence.

**WORKSITE CONDITIONS:** Contractor has thoroughly acquainted itself with the worksite to ascertain conditions and limitation. Contractor's work shall be performed with the absolute minimum interference with Association operations and Contractor shall be subject to the Association's reasonable directions in that regard. Contractor shall be liable for any loss or damage to any work in place or equipment and materials on the job site it has caused. Contractor shall provide at Contractor's expense for removal of all trash and debris relating to the Project on a daily basis and is not to use the Association's trash receptacles. The Association has the right, on twenty-four hours notice to Contractor, to employ its own forces to maintain the area and charge costs to Unit Owner or Contractor, should the area not be adequately maintained.

### **ADDITIONAL PROVISIONS:**

- a. All contractors are to be familiar with all pertinent local, state, and federal building codes before beginning work on any unit
- b. All interior construction will be limited to the hours of 8:30 AM – 4:30 PM, Monday thru Saturday, but no federal or state holidays, except Presidents' Day, Martin Luther King, Jr. Day, Columbus Day and Veterans' Day.
- c. All contractors, regardless of where the unit is located, must follow the established rules for parking. If a contractor is illegally parked or blocking other residents, he will be towed
- d. All construction debris needs to be hauled off site and not placed in the Association compactor. Any contractor found to be violating this rule will be subject to a \$500.00 fine
- e. All contractors doing work at The Gorden Farms Condominium, must send copies of the following paperwork along with a signed acknowledgement form to the Association:
  - i. Proper permits for the work being done (if applicable)
  - ii. Liability Insurance and Workers Compensation Certificates (even if a sole proprietor)

*I, , HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE GUIDELINES FOR PERFORMING WORK AT THE GORDEN FARMS CONDOMINIUMS.*



*SIGNATURE* \_\_\_\_\_

*DATE* \_\_\_\_\_

**FOR OFFICE USE ONLY:**

\_\_\_\_ SIGNED CONTRACTOR FORM \_\_\_\_ INSURANCE CERTIFICATE \_\_\_\_\_ WORKER'S COMP CERTIFICATE

# THE GORDEN FARMS CONDOMINIUM ASSOCIATION

## Exterior Building Improvement Application

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

Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_ Home Phone: \_\_\_\_\_

WorkPhone: \_\_\_\_\_

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

<input type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Storm Door	<input type="checkbox"/> Statuary or Planters
<input type="checkbox"/> Trellis or Fencing		
<input type="checkbox"/> Satellite dish	<input type="checkbox"/> Glass block window	Other _____

Please check one of the following.

\_\_\_\_ I will do the work myself. \_\_\_\_ A professional will do the work.

Estimated start date \_\_\_\_\_

Estimated completion date: \_\_\_\_\_

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

## ***EXHIBIT A***

### ***THE GORDEN FARMS CONDOMINIUM ASSOCIATION***

#### ***DISPUTE RESOLUTION POLICY***

##### **ENFORCEMENT PROCEDURES**

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

##### **A. ALLEGATIONS**

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

1. Discuss the problem with the other Unit Owner who is involved, so as to come to an agreeable solution.
2. Discuss an unresolved problem with Grabill & Co. Real Estate Services or their designee to seek a resolution.
3. File a written statement/report with the Board, i.e.; addressing the communication to a member of the Board and (a) mailing it or (b) delivering it to a member of the Board.

##### **B. RECONCILIATION**

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

##### **C. HEARINGS**

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

reconciliation attempt.

- a. The hearing shall be convened by the Manager or designee.
- b. The alleged violator shall be given the opportunity to reply to the statement/report.
- c. At such hearing all parties shall be entitled to present evidence or testimony that is relevant to the allegation. It shall be the function of the Board President or designee to determine relevance.
- d. All parties shall have the absolute right to cross examine witnesses and offer rebuttal evidence.
- e. The Board may direct pertinent questions toward any of the parties concerned.
- f. Each concerned party shall be allowed to make a brief, pertinent, final statement before the Manager makes a decision about the allegations in the report.
- g. The Manager may limit the time allowed for speakers.

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

#### **D. DISMISSAL OF ALLEGATION**

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

1. The allegation is not of an action that is prohibited by the Declaration, Bylaws, or the Rules and Regulations.
2. The reporting party does not appear and remain present for the entire hearing.
3. The report appears to be frivolous, malicious, or not in the best interests of the Association.

#### **E. SANCTIONS**

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

##### **1. Administrative Charges**

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

- a. The Manager may suspend a charge if it determines that the charge would not be fair under the circumstances.
- b. The administration charge shall be due and payable to the Association within five (5) days after the mailing of the notification of the findings of the Manager to the violator or the reporter.
- c. The levying of any administration charge shall not relieve any party of liability for damage that might have resulted from any violation.

## **2. Suspension of Voting Privileges**

- a. Shall be effective immediately upon imposition and shall remain in effect for the longer of (i) the time the administration charge (including damage costs) remains unpaid, and (ii) the time when the violation has been cured.
- b. May be imposed for all Units owned by the violator or reporter, regardless of the number of units involved in the violation.
- c. May be enforced by the Manager using any legal means available.

## **3. Legal Action**

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

## **F. NOTIFICATION OF FINDINGS**

Within a reasonable period of time after a hearing not to exceed seven (7) days, the Manager shall mail a written notification to the (alleged) violator and the reporter, stating (1) the exact findings by the Manager on

each allegation and (2) the exact sanction(s) imposed if any.

*The remainder of this page intentionally left blank.*