## REDDINGTON VILLAGE CONDOMINIUM OWNERS' ASSOCIATION, INC. NEWARK, OHIO



## Owners' Rules and Regulations Handbook REDDINGTON VILLAGE

### Introduction

Welcome to Reddington Village Condominium Owners' Association, Inc. We are a small community of 86 condominium homes located on private property and maintained by the Condominium Owners Association.

As a private Condominium Association, we are governed by our own Declaration and Bylaws. We elect five individuals who are Unit Owners or spouses to serve on our Board of Directors, each serving a three-year term unless filling a vacancy. Directors serve without compensation and are responsible for making the decisions affecting our Association. Board meetings are generally held on the third Monday of each month, and all members of the community are welcome and encouraged to attend. The Annual Meeting for the election of Directors is held in or around April.

The Association is responsible for preserving the architectural integrity of the community's original design and the development of architectural control standards. These standards are intended to maintain the appearance, condition, and value of the overall property and to enhance our sense of community. To that end, the Board, on behalf of the Association, retains the services of a community association manager to handle the day-to-day operations of the Condominium property. The manager is responsible for the billing and collection of monthly maintenance fee assessments, the repair and maintenance of the exterior of the units and common grounds, and the monitoring of these services. The manager also advises the Board of Directors. The Association provides insurance coverage for the property as required by the Declaration. Questions about individual insurance coverage should be addressed to your local agent.

#### This handbook is a comprehensive set of common-sense rules approved by the Board of

**Directors**. It is grounded in our Association's Declaration and Bylaws, including amendments to them, which are recorded at the Licking County Recorder's Office. It is your resource and guide for living in Reddington Village. If there is a discrepancy between this Handbook and the Declaration and Bylaws, the recorded governing documents take precedence. You may obtain these documents from the Governing Documents section of our website (<u>reddingtonvillage.com</u>) or the Licking County Recorder's Office. The rules and regulations in this Handbook supersede those of previous handbooks and may be amended or modified by a majority vote of the Board of Directors. New rules become effective on their date of approval. This Handbook and application forms referenced in this Handbook may be found in the Reddington Library and online. Please note that the seller is responsible for providing a new Unit Owner with the governing documents. If you need assistance, please contact the Management Company.

Care and consideration have been taken to establish a community that values the Health, Safety, and Comfort of all residents. We hope all residents will find these rules reasonable and will comply with them. If you question the reason for a particular rule, please bring your concern to a member of the Board. We hope you enjoy living here in Reddington!

#### FREQUENTLY ASKED QUESTIONS (FAQs)

#### refer to appropriate Section for details.

#### 1. Why are there so many rules?

This set of rules and practices has grown over the years as residents have worked out ways of living together in close proximity. These common understandings contribute to our sense of community and help us maintain the appearance, condition, and value of the overall property.

#### 2. What is social life like at Reddington?

We have numerous get-togethers during the year, and all residents are invited:

- Pool Party Potlucks on Thursday evenings at 6:00pm throughout the summer months. These are informal evenings, and all owners pitch in for set up and cleanup.
- The Social Committee puts on four events each year:
  - Pool Opening Party May
  - o Mixed Golf Scramble- August or September
  - Weiner Roast at the Retention Area October
  - Christmas party Early December
- Residents are always encouraged to plan an event for the community. Owners are welcome
  to organize and reserve the Clubhouse without a fee for an activity that includes all
  Reddington residents. These have included, for example, Breakfast for the Ladies in the
  Spring, wine tasting, musical events, Margarita Party, Halloween Party, Murder Mystery
  evening. Organizers may collect a fee to cover expenses; if more funds are collected than
  needed, organizers are encouraged to donate the money to the Social Committee to be
  used for expenses for activities, decorations, etc. for the community.

#### 3. May I plant anything I want around my Unit?

- See Section #6 for the rules that apply to planting around your condo.
- 4. May I plant what I want in the Common Elements? And, then, am I responsible for maintaining the plants I've chosen? See Section 1.1
  - Everything in the Common Elements belongs to all the owners (the Association), so you
    need to apply to the Board if you want specific plants to be replaced or added. In considering
    an application, the Board will take our landscaping plan into account. If the Board approves
    the request, it will also decide who pays for the new plants, for planting them, and for their
    maintenance; either the Association or the person who requested the plants will be given the
    responsibility for these costs.

#### 5. What may I put outside my Unit? May I have my own gas grill?

- See Sections #7 and #11 for more complete descriptions than offered here
- Patio furniture and grills (covered) may be kept on the patio area
- Up to 5 decorative items may be placed in the Primary Easement area for a unit
- Note: Patios and driveways may not be used for storage

#### 6. How do I keep up with what's going on in Reddington?

- Attend monthly Reddington Village Board meetings; read meeting minutes and agendas
- Check the emailed monthly newsletter
- Check the calendar outside the Clubhouse office
- Check the Reddington Village website
- Talk with your neighbors

#### 7. Where may my guests park?

**See Section #5** for a full description of parking rules In general, guests may park:

- In front of your garage door
- In your driveway
- In front of the Clubhouse when no events are scheduled
- At the outside curb of the roadway in Reddington Village
- At the Park and Ride on Cherry Valley Road
- See Section #5.2 Temporary parking is permitted in the turn-around areas between unit buildings for special occasions with the agreement of all residents using that driveway

Note: You need to help your guests park in such a way as to not interfere with others' access to garages or streets.

#### 8. May I fly a flag? Put a sign in front of my Unit?

#### See Section #9

- Flags must be 3' by 5'
- An American flag may be flown in front of the residence
- Military and team flags may be flown only on day of events

#### See Section #8

• Only small "For Sale" signs and security system decals are permitted

#### 9. Who do I contact if I have a problem with my Unit? Inside? Outside?

- Contact the management company for problems outside of your unit.
- Contact appropriate repair people for problems inside your unit.

#### 10. What if an animal gets in my attic?

• Contact the management company

#### 11. What do I need to do if I want to get new windows? See Section #3

• Window replacement costs are the unit owner's responsibility. Begin by talking with a Board member and submitting an "Application for Exterior Improvements" Forms are available online and in the Clubhouse.

#### 12. Where do I find the forms referred to in this handbook?

Forms are available online and in the Clubhouse.

#### 13. What do I do if a neighbor is violating a rule?

- See Section #19 for complete information about dealing with what you see as a problem.
  - Begin by talking with your neighbor.
  - If that does not solve the problem, you may submit a complaint form to the management company.

#### 14. May I rent my unit to someone else?

- See Section #4
  - NO
- 15. What's meant by these terms?

#### See Sections #1 and 6

- Common Element
- Individual Unit
- Easement, Primary Easement, Secondary Easement

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#### **Owner's Rules and Regulations**

#### 1. COMMON ELEMENTS, AND INDIVIDUAL UNITS

**1.1 Common Elements (CEs) The Declaration and By-Laws of Reddington Village Condominium Owners Association, Inc., October 11, 2004, p. 8, describes the Common Elements:** The entire balance of the land and improvements thereon, including but not limited to, all exterior parking spaces, roadways, community facilities, if any, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property are hereby declared and established as the Common Elements.

Common Elements include everything but the Individual Unit and are owned together by all Unit Owners.

- According to Section VII (O) of our Declaration, nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.
- The Board, with a majority vote, is permitted to grant an easement to unit owners to use Common Elements.
- Alterations, installations, and additions to the Common Elements may be made with written Board approval (Examples: plants, patios (note: all patios are termed temporary), storm doors, sidewalk lighting, stair railings, gutter heating cables, dish TV).
  - Application forms are available in the Clubhouse and online and must be completed and approved before installation.
  - Specifications are listed on the required Application Form to be completed and approved before installation. If the improvement involves a patio installation, a legal document (Easement Agreement) is required prior to construction.
  - The current owner and future owners are responsible for all costs including the maintenance and upkeep of such changes
  - Owners may check with a current Board Member concerning alterations, installations, and additions
- Any use of the Common Elements that will or could impede property maintenance, such as lawn mowing, snow removal, fertilization, mulching or trimming is prohibited. This includes, but is not limited to, plants, decorations, etc.
- Any damage to the Common Elements caused by the Unit Owner or guest (including pets) shall be repaired or replaced by the Association at the expense of the Unit Owner.
- Any and all items left in the Common Elements, in addition to all other remedies, may be removed by the Association and stored at the expense of the Unit Owner

#### **1.2 The Individual Unit includes:**

- all windows, interior and exterior doors, garage door
- all space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings
- everything built and installed for the exclusive use of the Unit Owner (e.g. the cabinets, appliances, wiring, plumbing, water heater, furnace, A/C, drier vents, smoke detectors, etc.)

#### COMMON ELEMENTS, AND INDIVIDUAL UNITS – Continued Next Page

#### 1.3 Easements

- An easement is a legal right to occupy or use another person's land for specific purposes. The use of the land is limited to certain specific purposes, and the original owner retains legal title of the land.
- At Reddington, the Primary and Secondary easement areas are owned by the Association, and residents whose units are bordered by such easements may apply to use them for particular purposes.
- Primary and Secondary easement areas for each unit type can be seen on the diagrams in Section 7.

#### 2. ASSOCIATION RESPONSIBILITY

- Maintenance of the building roof, siding and trim, gutters and downspouts, foundations
- Common Element landscaping and snow removal
- Parking areas and driveways
- Common Element utilities
- Association insurance

#### 3. UNIT OWNER RESPONSIBILITY

- Guests must be accompanied by an owner at any of the amenities provided by Reddington Village Condominiums: clubhouse, pool and deck, pond, etc. (revised: 7-22-2023)
- Damage to any part of the Condominium Property, including Common Elements, and Units caused by the Unit Owner, Resident, or Guest
- Insuring, repairing, and maintaining all parts of the Unit:
  - All doors (including garage and automatic garage equipment), doorframes, door screens and door glass, windows, frames and window screens
  - All space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings creates the individual Unit. This includes everything built and installed for the exclusive use of the Unit Owner (i.e. the cabinets, appliances, wiring, plumbing, water heater, furnace, A/C, drier vents, smoke detectors, etc.)
  - Any approved additions; perennials, annuals, roses, decorative items, temporary patios, storm doors, stair railings, sidewalk lighting, gutter heating cables, dish TV, rooftop day lighting window and/or ventilation system, etc. (See a list of Approved or Replacement Items in the Clubhouse library)
  - Adherence to the rule that attaching anything to the Unit's exterior is prohibited, with the exception of the American Flag and specified flags to be flown on designated days. (See provisions in Section #9)

#### • Preventing FIRE HAZARD

- o Dryer vents SHALL be professionally cleaned every (3) three years
- The Association will arrange for a company to clean vents at a reduced fee to the owners on a periodic basis.
- If the owner has made arrangements to have this work done on a more frequent basis, the Board will accept a copy of the owners' dated invoice confirming this work was completed by a licensed professional. Instituted May 2016
- All units are encouraged to have smoke alarms and carbon monoxide detectors

#### • Maintaining windows

- Broken windows and torn screens must be repaired immediately by the Unit owner at their expense.
- Plastic and other non-glass window liners are prohibited on the exterior of the Unit
- UV interior protective window film must be clear and non-reflective; such film should not cause the windows to look dark from the exterior of the home or be reflective. NOTE: Most window warranties are voided with the use of this film.
- All window coverings must be properly installed. The exterior side must be white, off-white, light beige or light gray. Bed sheets, newspapers, etc. are prohibited.
- An owner must apply and receive permission for the replacement of windows. Application forms may be obtained in the Clubhouse and online.

#### 4. UNIT RESTRICTIONS

- Units must be used for residential purposes only.
- **Renting is prohibited** according to the Reddington Village Declaration on file in Licking County.

#### 5. PARKING AND MOTOR VEHICLES

Residents and guests are expected to pay careful attention to our rules about parking. A vehicle parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than their own causes problems for others and can create safety issues.

5.1 All parking by residents, guests, and workers MUST be:

- Within the garage, in front of garage door
- In the parking spaces at the Clubhouse (see limitations in #5.3 below);
- On the driveway in such a manner as not to block any other residents' access to the garage or street
- Full-time parking is PROHIBITED in the Turn-Around areas at the end of some driveways.

5.2 Temporary Parking

- Temporary parking in the Turn-Around is permitted for special occasions with the agreement of all residents using that driveway.
- Additional temporary parking for special occasions is permitted at the outside curb\_of Taylor, Valentina, and Reddington Lanes, but no street parking is permitted directly across from the Clubhouse
- Note: For large gatherings, residents might consider the Cherry Valley Road parking lot

5.3 Clubhouse Parking

- The parking spaces in front of the Clubhouse are in the Common Element, and all parking there is temporary
- Vehicles may be parked in the Clubhouse spaces by:
  - Residents actively using or attending an event in the Clubhouse or at the pool
  - Workers performing a service in the Clubhouse or for Reddington Village property
  - o Guests of residents participating in an event at the Clubhouse or at the owner's unit
  - No overnight parking is permitted at the Clubhouse, except in the case of overnight guests staying with an owner and in the case of special circumstances such as a snow event, road closure, construction, planned maintenance of a unit.

#### PARKING AND MOTOR VEHICLES – Continued Next Page

5.4 Street Parking

- No boat, trailer, motor home, truck (greater than 3/4 ton), or commercial vehicle may park overnight on the streets
- Vehicles used for recreation, not to exceed twenty (20) feet in length, are permitted to park in the front of a garage or on the street for 48 hours to allow for loading and unloading. Any such parking must not block normal access for other residents
- Large moving vans, present while residents are moving in or out are permitted, without blocking access by other owners and guests.

5.5 Inoperable and Unidentified Vehicles

- Vehicles with flat tires, expired license tags, etc. and vehicles which cannot be identified as belonging to a resident are subject to towing at the owner's expense
- No repair work is permitted on vehicles in Common Element except for short-term emergency work (flat tire, battery charge, etc)

5.6. Golf carts, Scooters, Motorcycles, etc.

- Must obey the same rules as all other motor vehicles
- Operators must be of legal driving age for the State of Ohio, and carry the appropriate insurance coverage

5.7. Driving in the Community

- The speed limit is 15 mph, and excessive speed is prohibited
- Reckless operation and parking or driving on the lawn areas are prohibited

#### 6. LANDSCAPING

Since its beginning, landscaping has been important to the Reddington community, and many people have contributed time, energy, and funds to develop and maintain our beautiful plantings. All this has come about because of a comprehensive set of rules. These rules have evolved over time, and it is to everyone's benefit that all of us follow them. The essential rules:

- **Before** planting, pruning or removing shrubs or trees, the owner **must** notify the Board with a completed "Application for Exterior Improvements" form; before any action is begun, this form must be reviewed and signed by a majority vote of Board members.
- The owner is responsible for contacting "Before You Dig" and submitting the report with the Application (annuals are excluded) for approval before the start of any project.
- The Board is permitted to grant an easement to unit owners to use Common Elements.
- No plantings, woody, non-woody or decorative items may be placed outside fences or border plantings in the secondary easement without majority Board approval.

#### LANDSCAPING continued next page

- Owners that have received an approved "Application for Exterior Improvements" are to follow guidelines the Association has approved with the current landscape contract. This includes plant height, clearance of the building, etc. This information is available from the Board member or liaison who works with the landscape company.
- **Temporary Patios** An "Application for Exterior Improvements" along with majority Board approval is required. <u>Canterbury</u> models may install pavers next to the unit to extend the sidewalk (approximately 10' x 12'). <u>Abbey</u> models may install temporary patios between the unit and the sidewalk.
- **Plants** should not come in contact with or interfere with the exterior of the building, fences, shrubs or trees. Such plants may be removed by the Association at the owner's expense.
- All new plantings must be properly mulched to match existing mulch.
- NO INVASIVE PLANTS may be planted: a list may be found on the Ohio Invasive Species List and at <a href="https://www.oipc.info/invasive-plants-of-ohio.html">https://www.oipc.info/invasive-plants-of-ohio.html</a>

#### • Plant replacement policy

The following scenarios require a completed Application for Exterior Improvements form. NOTE: The Board has final approval of landscape design and plant selection of any and all woody plants (non-herbaceous) to be placed in Common Elements.

- 1. If an original landscape plant dies or is at the end of its landscape life, the Association will remove the plant, and the board will determine design and replacement of the landscape area.
- 2. If an owner wishes to replace a plant that is neither dying nor at the end of its landscape life, the owner pays for the replacement plant and installation.
- 3. If a non-herbaceous (woody stemmed) plant placed without Board approval, (i.e., no Application for Exterior Improvements was Board approved) has died or has lived its landscape life, the owner pays to remove the dead plant and restore the landscape area, including mulch.

#### Helpful definitions:

- <u>Herbaceous</u> are plants with flexible, green stems with no woody parts that die back to the ground and send up new growth the following year. Examples: annuals, cone flowers, geranium, hosta, peony, most ferns and most grasses, etc. Note: Herbaceous plants <u>do not</u> require an "Application for Exterior Improvements".
- <u>Non-herbaceous</u> are plants with woody stems, which have stems above ground that remain alive, even during dormant season, and grow shoots the next year from the above-ground parts. Examples: trees, shrubs, perennial vines, roses, etc. **Note: Non-herbaceous and ground covers require an "Application for Exterior Improvements"**
- <u>Primary Easement</u> the area from the outside edge of each unit to the inside edge of the sidewalk from the driveway to the unit's front door. Note: for Villa or Chateau models which have an enclosed patio with a fence, the primary easement also includes the area to the inside edge of that fence.
- <u>Secondary Easement</u> the mulched area from the outside edge of the sidewalk to the edge of the mulched bed. Note: The Villa and the Chateau models have NO Secondary Easement.

#### **Contract with Landscaping Company**

- The Reddington Village Association contracts with a landscape company to prune, weed, and mulch all areas associated with a unit. This includes the mulched area from the edge of the grass to the building exterior.
- Perennials, annuals, roses, and decorative items shall not be planted or placed where they interfere with the growth of shrubs, trees, or the landscapers' ability to trim and work.
- Landscapers will not be held responsible for damage to plantings not requiring Board approval and decorative items placed in the mulched area.
- Landscapers will not tend or weed annuals, herbaceous perennials, roses or ornamental trees such as hydrangeas, Japanese maples, and similar plants.

#### Resident Responsibility Option

- A resident may prefer to take on the full responsibility of caring for the Primary and Secondary Easement Area associated with their unit, excluding trees.
- This option includes keeping shrubs pruned according to contract standards and the weeding of mulched areas including annuals and perennials.
- If the easements are not maintained, the property manager will notify the owner. After (30) thirty days the landscape company will bring the area back to the Association's landscape contract requirements, and costs will be assessed to the owner.
- For clarity and questions, the resident/owner must contact the Board member working with the Landscape contract.
- Annual Signing of an Agreement by an owner/resident who prefers to manicure and maintain their area on their own
  - $\circ$   $\;$  The landscape company will provide mulch as needed.
  - o Forms are located either in the rack located in our library or on "reddingtonvillage.com".
  - The signed form must be mailed to 2095 Taylor Ln, Newark, Ohio 43055 or returned to a member of the Landscape Committee by April 1 of the current year.

#### 7. PATIOS, DRIVEWAYS, AND PRIMARY AND SECONDARY EASEMENTS

- Patios and driveways may not be used for storage
- Patio furniture and grills may be kept on the patio area
- Grills must be covered at all times when not in use
- Contracted snow removal includes driveways, sidewalks, and roads, but not patios
- Items including, but not limited to, toys, trash cans, tools, potting equipment, and bags of soil
  may not be stored on the patio or the driveway
- Driveways are restricted to hose reels plus no more than one decorative display on either side of the garage door from April through October. Hoses may not be left on the driveway or walkway.
- Patio Umbrellas
  - Umbrellas must blend with the exterior of the unit for an overall, harmonious effect throughout the village.
  - Permitted colors include muted or neutral shades that mimic the exterior colors of the stone, siding, trim, shutters, and front door (refer to following bullets for clarification)
  - Prohibited: any color or design that brings attention to itself such as, but not limited to: bright or neon colors, stripes, flowers, geometric patterns, advertising, words, etc.
  - Because shades of red are so various, a red umbrella chosen to blend with the shutters or front door **must be approved by the board before being installed**
  - Note: sample colors are available in the Clubhouse

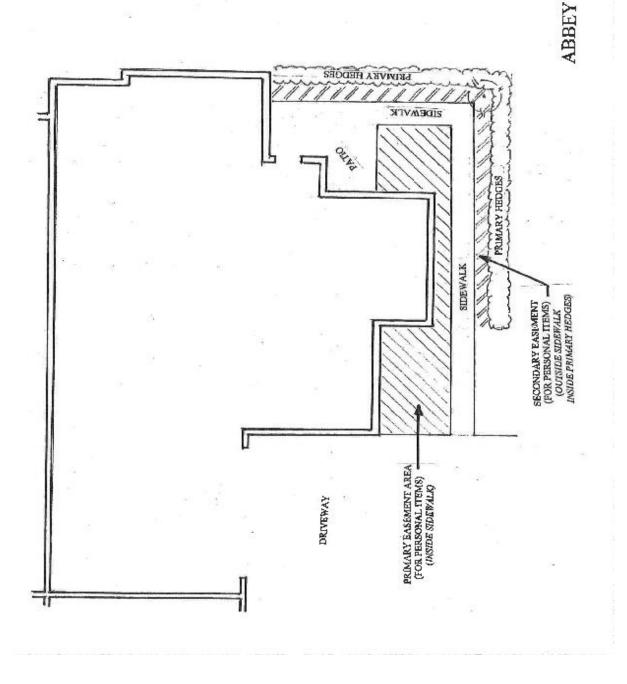
#### • Patio and Sidewalk Furniture

- Furniture must be black, white, or of muted, neutral colors that mimic the exterior colors of the stone, siding, trim, shutters and front door
- Prohibited: bright or neon colors
- Exterior decorations/ornaments in the Primary or Secondary Easement areas
  - Up to five (5) items permitted; among these five, the following are permitted:
    - up to two (2) shepherd hooks as tall as six feet
    - up to two (2) flower pots on a block wall adjacent to a unit
    - one (1) small decorative flag
    - Note: Patio furniture and a grill are not considered decorations and are excluded from this count.
  - o Colors and designs for accessories, pillows, pots, etc. are up to the residents' discretion
- Decorative Items placed on the concrete, not enclosed by a fence, or placed on the blacktop, shall be removed and stored out of sight during the months of November through March

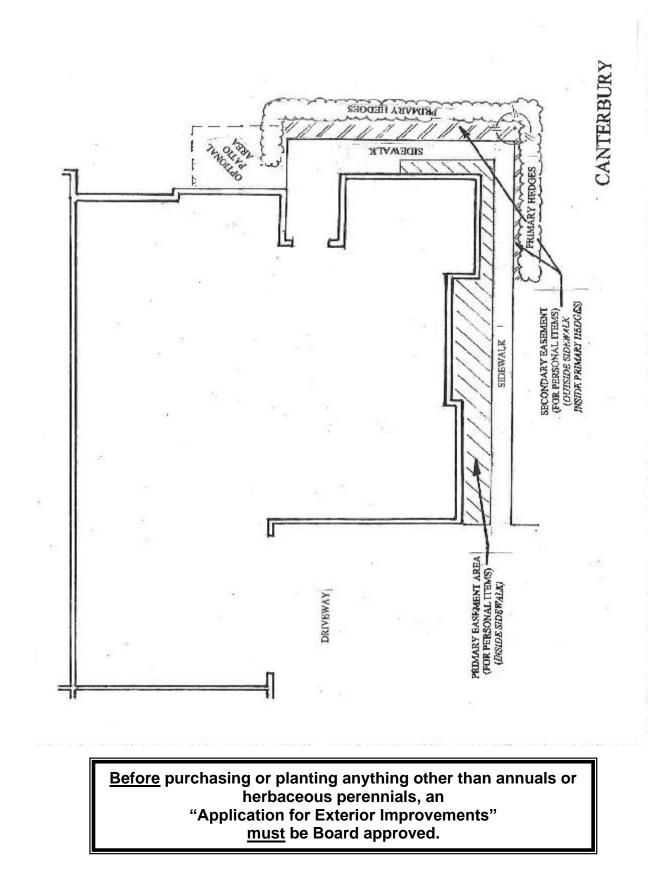
• Satellite Dish

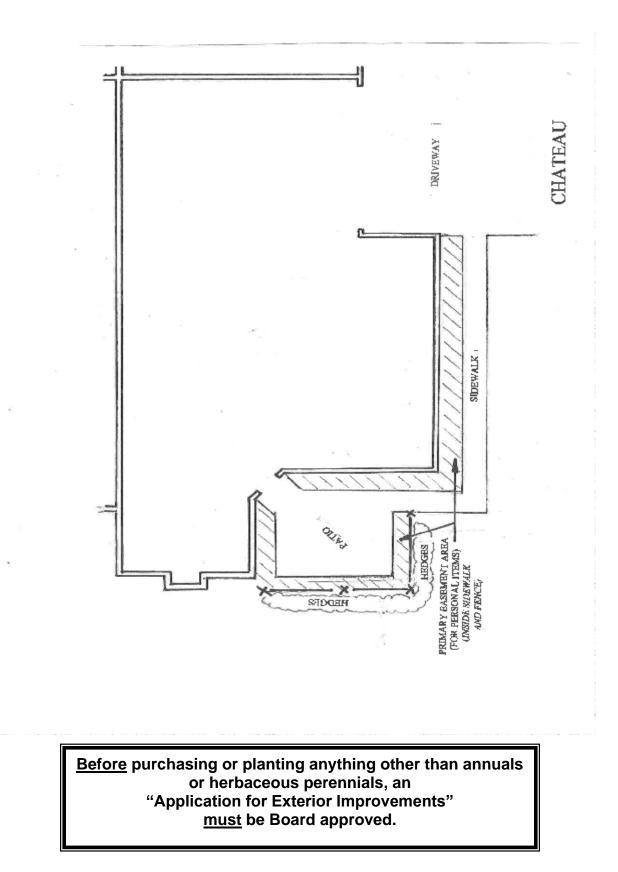
The FCC OTARD rule allows residents to install a satellite as defined by the drawings on file with the Licking County Recorder's Office.

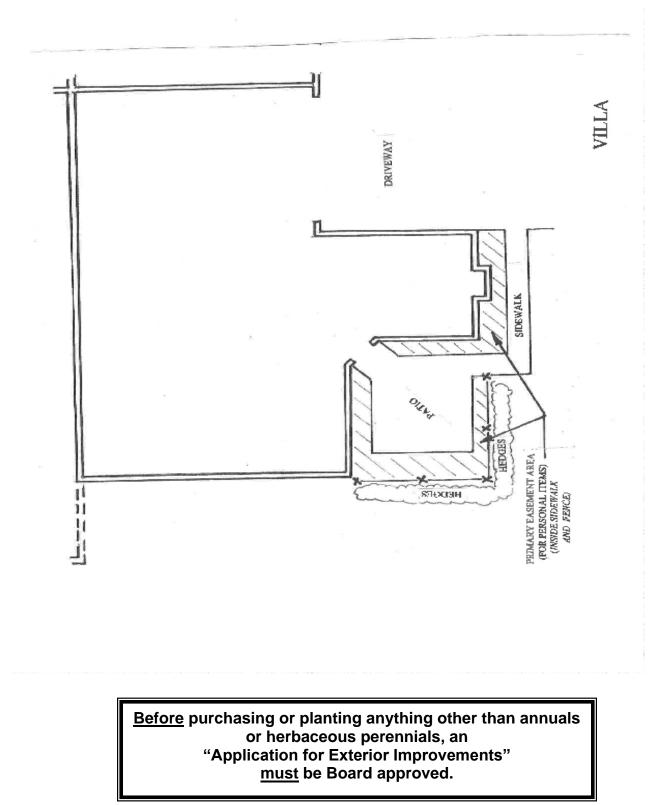
- The Reddington Village Unit Owners' Association Board of Directors may apply rules as defined by the FCC. For example, the Board can require that the resident provide notice of his/her intent to install a dish.
- The Board can adopt installation guidelines that include permissible installation locations, screening and maintenance requirements, height restrictions, and indemnification requirements that limit the associations' potential liability for damage to or from a satellite dish installation.
- The Board can grant unit owners an easement onto common areas to install dishes that meet pre-defined specifications and are pre-approved by The Board.
- The Board can grant, at their discretion, a common easement area for the installation of a satellite dish (one meter or less in diameter and less than five (5) feet in height, based on meeting all of the conditions listed on the improvement form.



<u>Before</u> purchasing or planting anything other than annuals or herbaceous perennials, an "Application for Exterior Improvements" <u>must</u> be Board approved.







#### 8. SIGNS

- Signs may not be hung or displayed from inside the windows except professionally prepared "For Sale" signs or security system decals, which shall not exceed 18 x 24 inches in size.
- Owners living in the back units may display "For Sale" signs in the common element by their turnaround.
- Professional "Open House" signage may be displayed on common element by the unit and at the entrance during the day of the designated "Open House"

#### 9. THE AMERICAN FLAG AND OTHER FLAGS

- Displaying the American flag is governed by <u>The Freedom to Display The American Flag</u> <u>Act of 2005</u>, Pub.L. No. 109-243, 120 Stat. 572 (2006)
- Flags are to be a standard size, 3' x 5', and made of nylon, polyester, or cotton.
- One flag may be flown per condo
- Flag holders shall be attached in one of two places: The flag may be placed on either side of the front door or in the case of the units not visible from the street, the flag should be placed at the corner of the bedroom and the driveway.
- Owners and residents are expected to follow these universal customs:
  - the flag may be displayed only from sunrise to sunset
  - o only an all-weather flag may be displayed when the weather is inclement
  - o the flag should never touch anything beneath it, such as the ground
  - if the flag should ever become torn, faded, or in any way mutilated, it must be replaced

#### Military Service, Sport, or Team Flags

- may be flown only on the <u>day</u> of the event.
- a team flag, no larger than 3' x 5', may be flown from the approved location when The American Flag is not being flown.
- No other flags are permitted.

#### **10. GARAGE SALES** and tag sales are specifically prohibited.

#### 11. GRILLING

#### In accordance with the Ohio Fire Code; charcoal burners, gas grills or any other type of openflame devices are prohibited to be used within (10) feet of a multi-family building.

- Grilling is ONLY permitted on the patio or driveway (not in the garage) of your Unit and must comply with State of Ohio and Newark Fire Ordinances.
- Storage of grills/smokers on sidewalks or driveways is prohibited.
- Grills must be covered when not in use.

#### 12. PETS (DOGS, CATS, OTHER HOUSEHOLD PETS)

- Two domestic pets are allowed as stated in Article VII, Section (H) of the Declaration
- Owners/residents are responsible for cleaning up after their pets IMMEDIATELY.
- Pets must be on a hand-held leash or otherwise under control at all times when outside of the unit.
- Pets may be tethered on a leash no longer than 10 feet when the unit owner is outside and in the immediate area.
- Unit Owners shall be held liable for damage caused by their pet or the pet of a guest to any Common Elements including shrubs, bushes, trees and grass.
- Pet owners may be fined for violation of these policies, at the rate of \$10.00 for the first offense and \$25.00 for each additional offense.
- If pets become a nuisance, they may be ejected at the discretion of the Board of Trustees.

#### 13. WINTER/HOLIDAY DECORATIONS AND OUTSIDE LIGHTING

We prize our tradition of holiday lighting during the winter holidays, as well as the display of seasonal decorations throughout the year.

- Seasonal decorations such as wreaths may only be displayed on the unit's front door, in the entryways (to the right and left sides of the front door), and on patios.
- Use of nails, screws, staples, or other fasteners for installation of decorations is prohibited.
- NO seasonal decorations may be attached to the exterior of the building.
- To achieve a coordinated display, winter wreaths approved by the December Holiday Decorations Committee may be displayed from the lights at the garage door and will be offered for sale by the committee
- Other outdoor decorating is limited to winter holiday lights and displays of greenery.
- Lights may be turned on during the weekend prior to Thanksgiving and must be turned off by the second full weekend after New Year's Day.
- Lights must be miniature, clear, non-blinking, small soft-white incandescent or LEDs (blue white and bright white lights are prohibited).
- NOTE: Switching to LED lights is encouraged.
- Lights may be incorporated into a display of greenery or decorations. Such lights may also be placed on trees and bushes near a resident's unit and must be removed after the lighting season as soon as weather permits.
- Wires connecting lights must be green and green is preferred for extension cords; residents are expected to take safety into account when arranging and plugging them in.
- Electric candles with clear white, non-blinking bulbs may be displayed in windows.
- Animated lighting, inflatable figures, etc. are prohibited.

#### 14. TRASH REMOVAL

- Trash containers are furnished by the association.
- Trash must first be placed in plastic bags before being placed in the container.
- Containers should not be set out prior to 5 p.m. the day before collection and must be returned to the garage by 9 p.m. the day of pick-up.
- If a trash container is full, and the owner puts out additional plastic bags, any damaged or windblown bags are to be cleaned up by the owner.
- Trash containers must be set out at the main street, next to the curb at the end of the driveway.
- Containers, when not set out for collection, must be kept inside the garage. Abuse of this provision can result in a fine of \$10.00 for the first offence and a fine of \$25.00 per day for the second offence.

#### 15. CLUBHOUSE AND POOL AREA USE BY RESIDENTS

We value our Clubhouse as a place for owners and residents to gather and for individual members of our community to make use of its amenities. Together, we maintain it as a pleasant place for all of us to enjoy.

- The Clubhouse may be used free of charge by unit owners and for Reddington Village business
- Anyone using the Clubhouse and any of its facilities is expected to return them to their original condition. (Clean up after yourself!)
- The Clubhouse is a **SMOKE FREE ZONE** -- NO tobacco products, e-cigarettes, etc. are permitted inside or outside at any time.
- Parking in front of the Clubhouse is for those using the Clubhouse or visiting residents and is described in Section #5.3
- Respectful behavior is expected and required at all times -- No loud, boisterous noises, profanity, or other offensive behavior is permitted.
- Service dogs are allowed in the Clubhouse/pool area, but no pets of any kind are allowed at any time

#### **Fitness Room**

- All persons using the fitness room do so at their own risk and sole responsibility.
- Residents may invite up to two guests to use the fitness room at any given time. The host resident must be present at all times the facility is being used by the guest.
- Children under the age of 14 must be accompanied by an adult resident.
- While using the treadmills,
  - o the user must have the automatic turn-off safety device attached to his/her wrist.
  - when the treadmill is not in use, the safety "rope" is to be kept on the coat rack located closest to the door. This ensures that the machine will not be left running for long periods of time when there is no user on the machine.
  - REMEMBER the machine will not run without the safety device attached.
- All users are responsible to see that everything is turned off and put away when they have finished. This includes lights, fans, TV, and all equipment.
- Users are asked to report any problems with the equipment to the Property Manager.
- No owner or guest may take additional equipment for use into the Fitness Room.
- All users are responsible for cleaning machines after use. Cleaning supplies are available on the shelf by the door in the Fitness Room. Be sure to dispose of them after use.
- Water bottles are permitted, but no food or drink is allowed. You are expected to take your empty water bottle with you when you leave.

#### Swimming Pool and Pool Area

- Owner-residents have the primary right to use the pool and surrounding area.
- Courteous, safety-oriented behavior is expected at all times.
- Smoke-Free Zone Tobacco products, e-cigarettes, etc. are strictly prohibited.
- All persons using the pool and pool facilities do so at their own risk and sole responsibility.
- There is no lifeguard.
- No one should swim alone.
- Per the Health Department, all minors under the age of 18 must be accompanied by an adult resident.
- Guests
  - Guests must be accompanied by an owner-resident at all times and will be asked to leave if the owner-resident is not present.
  - Guests are limited to four (4) per household

## Swimming Pool and Pool Area continued next page

- Prohibited
  - Pets (exception: Service dogs)
  - o Glass or other breakable items
  - Per Red Cross and Health Department guidelines: running, jumping or diving into the pool.
  - Disruptive behavior: foul language, rough housing, or anything that will impede others use of the pool and the pool area
  - Squirt guns, water soakers, and similar toys
  - Tossing of coins, pebbles or anything not designed to be used in a pool
  - Private pool parties
  - All adult rafts and large body floats (exceptions include small personal floats, noodles and child safety devices)
  - Audible music/radios (devices must be used with earphones)
  - Tobacco products, e-cigarettes, etc.
- Swimming is permitted only in garments sold as swimwear. Incontinent individuals and children in diapers must wear "swimmer diapers."
- Lounge chairs or tables may not be reserved and must be repositioned in the order intended after use, including the umbrellas. Towels and items left on tables and chairs for a prolonged period may be removed by others wishing to use the space.
- Residents and guests are expected to enter the pool area through the gates on either side of the pool and NOT to go through the Clubhouse.
- Restrooms are available and are kept unlocked from the outside during the day, in season. Caution is necessary when entering the restrooms, as floors can be slippery when wet.
- The gas grill is to be operated by an adult resident only and cleaned after each use. When the grill is used, it must be cooled down and the grill cover must be placed back on the grill.

#### Reserving the Party Room

- Resident owners may reserve the Clubhouse Party Room for personal and non-profit organization events.
- Only the owner(s) may reserve the Clubhouse and must be present at all times during the reserved period.
- To reserve, complete the "Reservation and Agreement" form available in the Clubhouse Library, return it to and confer with the Clubhouse Chair, and write the reservation on the calendar outside the office door in the Clubhouse. Fees are noted on this form.
- Reservations are granted on a first-request basis and not more than six months in advance.
- Reserving for a major holiday involves special rules so that access to the space is spread across residents
  - Major holidays include New Year's Eve or Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day
  - If the owner/resident reserved the party room for a particular major holiday during the previous year, they must wait until four weeks before the requested date to make another reservation for that popular date
  - If a date is open less than four weeks in advance of the event any owner/resident may reserve that date
- The resident will have use of the party room only the guests may not use the pool or exercise equipment, the library, conference room or the office.
- The pool shall not be reserved for any person or group party.
- The resident who makes the reservation is responsible for:
  - Arranging with the Clubhouse Chair for an inspection of the facility before and after the event and to discuss return of the fee
  - All clean up and trash removal to be done on the day of the party.
  - Damages to the Clubhouse, equipment, and/or furnishings. Any follow-up cleaning done by the association will be deducted from the refundable fee. If the damage or cleaning is more than the fee, the resident will be billed for the difference.
  - Limiting guests to a maximum of 83, including servers, per the fire department.
  - Closing and locking all doors by 1 a.m. on Friday and Saturday and 11 p.m. on weekdays.
  - o Reminding guests to be considerate of neighbors regarding noise
- The resident/owner must always be present during any private function and is responsible for making sure all guests follow these rules.

#### **Clubhouse Donations**

- Donations are always appreciated, but before an item may be placed in the Clubhouse, approval must be received from a current Board Member or the person in charge of that area. Currently, magazines are not accepted.
- Fitness room--due to insurance restrictions, used exercise equipment cannot be donated to the Clubhouse.
- Library
  - The library is full of books, jigsaw puzzles, and games donated by owners for residents to borrow and return after use. There is no requirement to sign out an item.
  - Returned books and donations should be placed on the chair for shelving by the librarian.
  - If you are donating more than 8 books or items for the library, please call the current Reddington Village Librarian to arrange for a time to bring the items into the library.
  - Books and items that have lost their usefulness or may be considered inappropriate will be disposed of

#### 16. RULES REQUIRED BY THE STATE OF OHIO, ORC, Sec. 5311.09

- <u>Within thirty days</u> after a unit owner obtains a condominium ownership interest, the unit owner shall provide the following information in writing to the unit owners association through the board of directors: the home address, telephone numbers of the <u>unit owner</u> and <u>all occupants</u> of the unit
- The Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine.
- The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney's fees, shall be added to the account of the responsible OWNER. Failure to file this form or submitting false information can incur a fine of <u>\$50.00 each month</u> until the form is submitted and verified.
- Completed forms will be kept on file with the Management Company and by the Reddington Village Association. All owners/residents and their guests are expected to follow the **Declarations** along with the current **Reddington Village Rules and Regulations Handbook.**
- Persons, who must register as a Sexual Predator or Habitual Sex Offender requiring notification under the Ohio Sex Offender Act or similar status, are prohibited from residing in any Unit for any length of time.
- All residents must comply with Local, State and Federal laws and Guidelines regarding the storage and handling of flammable or hazardous materials.

#### **17. SALE OF CONDOMINIUM**

The owner is responsible for:

- Informing the Property Manager of an upcoming sale
- Completing the condominium Sale of Unit Notification form, available in the Clubhouse or on the website. Note: this form includes the following statement: "We (I) have advised the new owner(s) that any alterations, installations, and additions to the Common Element will become their responsibility. This includes all costs including the maintenance and upkeep of such (examples include: patios, sidewalk lighting, stair railings, gutter heating cables, dish TV, plantings, etc.)"
- Delivering the completed form to the Association President at the time a closing date is established.
- At a minimum, the seller should provide the buyer with the Association Declaration, By-Laws, and Amendments. These documents are public record and if you do not have a copy, you may obtain them on our website or at the Licking County Recorder's office.
- Note that wise purchasers are now requesting inspection of other Association-related documents such as Condominium Association rules, the annual budget, the reserve study, recent board meeting minutes, and newsletters. These documents are available from the Association for a fee.
- The Current processing fee is \$150.00 paid to the property management company and the seller submitting an early written request to the Board or manager will avoid delay in the transfer of the home.

#### **18. COLLECTION**

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- All assessments including maintenance fees are due on the first day of the month and are considered late if not received by the 10<sup>th</sup> of the month.
- An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance. (Note: This fee is subject to increase.)
  - Any payments made by the Unit Owner shall be applied in the following order:
    - Administrative late fees owed to the Association.
    - Collection cost, attorney's fees incurred by the Association.
    - Principal amounts owed by the Unit Owner for common expenses and assessments.
- Collections letters are official, legal notices sent to delinquent owners and their content is governed by the Federal Fair Debt Collection Practices Act. As a result, collection letters are mailed by the association's attorney, not the manager or the board. The collection letter will inform the delinquent owner of the collection remedies available to the association and the costs that could be charged to the owner if the association is not timely paid in full.

# Any cost, including reasonable attorney fees, recording costs, title reports and/or court cost incurred by the Association in the collection of delinquent assessment shall be added to the amount owed by the delinquent Unit Owner.

## Any past due assessment may cause a lien and foreclosure to be filed against the Unit Owner.

If any Unit Owner fails to perform any act that he/she is requested to perform by the Declaration and Bylaws or Owner's Rules and Regulations Handbook, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said **Unit Owner the entire cost and expense, including reasonable attorney fees,** of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expense.

#### **19. COMPLAINT PROCEDURE**

- If you think a resident is violating a handbook rule, the first step is to talk with the person about it. It's always possible that the person is not aware of the rule or just needs a reminder. As well, you can ask a board member to arrange for a "gentle reminder" to be sent to everyone in the newsletter or in a general email to the community. If that does not resolve the problem, the next step is to file a formal complaint (see next bullet point).
- Complaints against anyone violating the rules must identify the infraction, name of party, or Unit number and date/time of the infraction. This must be submitted to the Management Company on their website and must contain the date, signature, address and telephone number of the individual filing the complaint. (Information will be kept CONFIDENTIAL.)
- The community association manager will, in most cases, contact the alleged violator after receipt of each complaint and a reasonable effort will be made to correct the violation.
- Residents are encouraged to use a professional mediator to solve interpersonal disputes.
- If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the Enforcement Procedure

#### 20. VIOLATIONS – ENFORCEMENT PROCEDURES and ASSESSMENT GUIDELINES

- The owner shall be responsible for any violation of the Declaration and Bylaws, or Owner's Rules and Regulations Handbook by the Owner or guests of his/her unit.
- Not withstanding anything contained in these rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine.
- <u>The entire cost of effectuating a legal remedy to impose compliance, including court</u> <u>costs and attorney fees, shall be added to the account of the responsible OWNER.</u>
- All costs for extra cleaning and/or repairs stemming from any violation will be assessed to the responsible owner.
- In Addition to any other action and in accordance with the procedure outlined below, actual damages and/or an enforcement assessment of up to but not exceeding \$50 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an Owner in violation.
- Prior to the imposition of an enforcement assessment for a violation, and after exhausting informal contact recommended in Section 19, the following procedure will be followed.
  - 1. Written notice(s) will be served upon the alleged responsible Owner specifying:
    - 1a) A reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment; and
    - 2a) A description of the property damage or violation; and
    - 3a) The amount of the proposed charge and/or enforcement; and
    - 4a) A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  - 2. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Property Manager not later than the tenth day after receiving the notice required above.
    - 2a) If an Owner requests a hearing in a timely manner, at least seven days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
    - 2a) At the hearing, the Board and alleged responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence, or written notice to the Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
    - 3a) The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten days.

#### 21. RECORDS REQUESTS

RECORDS AVAILABLE FOR INSPECTION

The Association's Board may withhold from inspection any records that in its reasonable business judgment would:

- Constitute an unwarranted invasion of privacy;
- Constitute privileged information under the attorney-client privilege;
- Involve pending or anticipated litigation or contract negotiations; and/or
- Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee
- Involve complaints between neighbors and the resolution of complaints
- Note: if a record does not exist, the Board will not create a document. Under the Freedom of Information Act, records not kept are not required to be created.

#### ALL REQUESTS FOR RECORDS MUST BE IN WRITING

- An owner who wants to inspect or copy the Association's records must <u>submit the provided</u> form to the Board or Property Manager.
- The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying.
- The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.

ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

- Every owner shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.
- An owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the owner's behalf.

RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

- All inspections shall take place at the Association's office or at such other location as the Board designates. No owner shall remove original records from the location where the inspection is taking place.
- The Association shall make records available for inspection on or before the <u>3rd</u> business day after the Association actually receives the written inspection request. This time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the owner (by telephone, in person, by email, or in writing) that the records are available, and specify the time, date, and place for the inspection.
- No owner shall alter Association records in any manner.
- All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operations of the Association's office or such other location where the inspection or copying it taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that one staff person.
- During an inspection, the owner may designate for copying such records by use of a tab, clip, or Post-It note upon the page(s) desired.
- Owners shall not exercise their inspection or copying rights to harass any other owner or resident, board member, its managing agent, officer, director, or employee.

## **RECORDS REQUESTS** continued on next page

CHARGES FOR COPIES/INSPECTION - Upon written request, owners shall be provided meeting minutes at no charge. A variety of forms, owner directory, Board minutes, Handbook, Declaration and By-Laws, finance reports, etc. are available on the website for owners to inspect or print for themselves.

• The actual printing cost to cover the paper, copier ink and the printer will be (.17) seventeen cents per page, payable at time of printing.

#### 22. EMERGENCY MAINTENANCE

Towne Properties – 614-781-0055 Taylor Miller ( taylormiller@towneproperties.com) or Jazmin Peterman ( jazminpeterman@towneproperties.com )

Emails: Subject line insert: <u>6883</u> <u>8521</u> <u>T</u> (your personal account number)

The body of the email include your name, address, email or phone number along with your request or concern clearly stated.

The property manager will determine if the maintenance issue is an owner responsibility or the responsibility of the condo association. If it is determined to be an owner responsibility, the owner will be contacted and the issue discussed with them. The property manager will report to the Board of any current issues.

#### 23. COMMITTEES AND THEIR FUNCTIONS

Many residents serve the community on committees. Please consult the website for the current chairs of the committees.

Clubhouse Reservations –maintains the Clubhouse reservation schedule and holds the security checks (required at least 10 days before the event). Inspects the Clubhouse before and after events.

Clubhouse Management –checks on the overall condition of the interior of the Clubhouse and notifies the Board of any needed repairs or supplies.

Community Website –updates notifications, forms and resident information. Directory –maintains and publishes the directory of Reddington Village Owners. In order for information to appear in this Directory, a signed permission form or a copy of an email must be on file. All persons residing in Reddington Village are to be listed on the Occupancy form that is required by HB135, Sec. 5311.09.

Newsletter –publishes the monthly newsletter containing highlights of the Board meetings, social events and news of and about the residents.

**Finance -** Finance Committee: Members serve as advisories and at the discretion of the Board with regards to the financial affairs of the association. Duties include, but are not limited to: \*Work in concert with the Property Management Company (PMC) to set the proposed budget for the upcoming year and present it to the full Board for review and approval. \*Conduct annual spot reviews of the financial records of the PMC (Operating Income and Expenses of the Association) and Treasurer (Reserve Income and Expenses and the Social Fund); more often as needed. Provide a written report upon completion. \*Upon request of the Treasurer and/or Assistant Treasurer, review monthly financial reports prepared by the PMC to ensure all expenses are included. \*Assists and advises the Treasurer and/or Assistant Treasurer on investments. \*Compare Association Reserve Study to those items slated for completion to ensure proper funding is available. \*Other duties as assigned by the Board, Treasurer, or Assistant Treasurer.

Flag - changes flag at front entrance pole, funded by monetary contributions by residents

Landscape – serves as an advisory committee to the Board. Makes recommendations and implements minor maintenance of the landscape. Reviews landscape contracts.

Library – maintains the library in the Clubhouse. Receives donations of books, puzzles, and board games by unit owners.

Pool – maintains the pool and related equipment, tests the water daily, cleans the pool and establishes rules for use of the pool. Purchases supplies for pool, within the approved operating budget.

Pond – checks on the fountain and pond

December Holiday Decorations – organizes and decorates the clubhouse and exterior areas for the December holiday season.

Social -- plans and conducts four events each year: Summer Start the Season, Late Summer Mixed Golf Scramble, Autumn Cook-Out, December Holiday Party

Welcoming New Owners -- welcomes new owners to the community and provides information regarding Reddington Village.

#### 24. INDEX

Frequently Asked Questions (FAQs), in the Intro Clubhouse, Section 15 Collection, Section 18 Committees & their Functions, Section 23 Common Element, Section1 **Complaint Procedure, Section 19** Donations, Section 15 Driveways, Section 7 Easements, Section 1 Fitness Room, Section 15 Flags, Section 9 Forms may be found in the clubhouse library or on: reddingtonvillage.com Garage Sales, Section 10 Grills, Section 11 Improvements, Section 7 Landscaping, Section 7 Maintenance, Sections 1, 2, 7, 17, 18, 22 Parking, Section 5 Party Room, Section 15 Patio, Sections 6 & 7 Pets, Section 12 Request Records, Section 21 Responsibility, Association, Section 2 Responsibility, Owner, Section 3 Restrictions, Section 4 Sale of Condominium, Section 17 Satellite Dish, Section 7 Seasonal Decorating, Section 13 Signs, Section 8 Speed Limit, Section 5 Swimming Pool, Section 15 Trash Containers, Section 14 Violation Procedures, Section 20