ASSOCIATION HANDBOOK

January 1, 2018

THIS BOOKLET CONTAINS SPECIFIC RULES AND REGULATIONS AUTHORIZED BY THE DECLARATION AND THE BYLAWS OF THE HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION. IT IS SUBJECT TO CHANGE ONLY 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. THESE RULES AND REGULATIONS ARE NECESSARY IN ORDER TO MAINTAIN A HIGH-QUALITY RESIDENTIAL COMMUNITY AND FINANCIAL SOLVENCY. 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.
3. This Handbook.

In the event of any conflicts with this Handbook, the Statutes and the Declaration and Bylaws shall take precedence.

Landlords/Investor Owners must advise renters of their obligation to comply with the Association Bylaws and Handbook prior to the time the lease is signed and provide a current hard copy of the Condominium Handbook to renters before they move in as well as updated versions as they are sent to unit owners and landlords.
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1. DIRECTORY, TELEPHONE NUMBERS AND WEBSITE

ALL REFERENCES IN THIS HANDBOOK TO THE MANAGEMENT COMPANY/AGENT OR THE INSURANCE AGENT ARE AS FOLLOWS:

MANAGEMENT COMPANY/PROPERTY MANAGER

Management Company: Towne Properties
Property Manager: Nancy Shepard
  777-A Dearborn Park Lane
  Worthington, OH 43085
  Office: (614) 318-2744
  FAX: (614) 781-0832
Manager’s Assistant: Brianna Farris
  Office: (614) 318-2742
Maintenance Department:
  Office: (614) 781-0055

ALL MAINTENANCE CONCERNS/PROBLEMS AND QUESTIONS SHOULD BE DIRECTED TO THE PROPERTY MANAGER. EXCEPT IN THE CASE OF AN EMERGENCY, THE PREFERRED METHOD OF COMMUNICATION WITH THE MANAGEMENT COMPANY/PROPERTY MANAGER IS THROUGH THE ASSOCIATION WEBSITE (SEE IMMEDIATELY BELOW). IN AN EMERGENCY, CALL THE APPROPRIATE NUMBER ABOVE.

ASSOCIATION WEBSITE

The Association Directory, legal documents, financial data, Handbook, current events calendar and other information are available on the Association Website (hhl-coa.org), as well as email links and forms for communicating with the Management Company.

INSURANCE AGENT

Bowers Insurance Services Agency, Inc. and Community Association Underwriters, Inc.
Contact: Rose Bowers
5108 Cemetery Road
Hilliard, Ohio 43026
Office: (614) 850-9244
FAX: (614) 319-3031
Email: rose@bowersisa.com

EMERGENCY/SECURITY TELEPHONE NUMBERS

Emergency 911
Genoa Township Police - Non-emergency (614) 568-2060
Genoa Township Fire - Non-emergency (614) 568-2090

GENOA TOWNSHIP

Administrative Offices: (614) 895-1255
Maintenance Department: (614) 568-2080

TRASH COLLECTION

Contact the Management Agent at (614) 781-0055 for inquiries about trash collection.
2. **GOVERNANCE**

2.1. **BOARD OF DIRECTORS**

The Board of Directors has been given 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 consists of six (6) Directors elected by the Unit Owners at the Annual Meeting of the Association. Each Unit is entitled to one vote. The three-year terms of the six Directors are staggered so that the terms of one-third (two) of the Directors will expire each year and two successors will be elected at each Annual Meeting of the Association to serve three-year terms. There is no limit on the time that a Unit Owner may serve as a Director.

The Board of Directors shall elect a President, a Secretary and a Treasurer as specified in the Bylaws in Article V. These Officers serve until such time as the Board elects their successor. The Secretary shall act and serve in the place and stead of the President in the event of the President’s absence or refusal to act. Further, the Treasurer shall act and serve in the place and stead of the Secretary in the event of the Secretary’s absence or refusal to act. Further, the Board shall appoint another person to act and serve in the place and stead of the Treasurer in the event of the Treasurer’s absence or refusal to act.

2.2. **ELECTIONS**

Elections of Directors shall be done at the Annual Meeting of the Association. Two Directors shall be elected each year to serve three-year terms. Nominations for Director positions will be solicited before and during the Annual Meeting. Any Unit Owner seeking election to the Board shall endeavor to be in good standing in regard to payment of all Association fees and charges and in compliance with the Bylaws, Declarations, Articles, Rules and Regulations of the Association.

Unit Owners may cast their votes in person or by proxy. Proxy forms will be sent to Unit Owners prior to the meeting and must be delivered to the Board Secretary or Property Manager by mail or email at least 24 hours (one business day) prior to the meeting. Proxies will not be accepted at the meeting. In case of election ties, the winner shall be determined by lot (as required by the Bylaws).

The Board of Directors has 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.

In the event that a Director resigns or is otherwise removed from office, the Board shall appoint another unit owner to serve until the next Annual Meeting. At that time, the vacant position shall be filled by election, and the electee shall serve the remaining term of the vacated position.

2.3. **PROFESSIONAL MANAGEMENT**

As permitted under the Declaration and Bylaws, the Board of Directors has hired a professional condominium association management company and a Management Agreement established. The Management Company’s
designee (Property Manager) shall be an ex officio member of the Board of Directors. The Management Company will monitor, administer and manage all maintenance requirements and activities and is responsible for collecting all monthly fee assessments and other charges levied or assessed by the Association from Unit Owners, preparing the annual budget, maintaining records of meetings and maintaining all official financial and association organizational documents. The Management Company/Property Manager is the primary point of contact for all Unit Owners and residents.

2.4. GOVERNING DOCUMENTS

2.4.1. OHIO REVISED CODE – CHAPTER 5311

This Chapter of the ORC defines a condominium and the State requirements for its establishment, administration and operation. The ORC can be accessed through the Internet.

2.4.2. DECLARATION AND BYLAWS

The Declaration establishes the goals of the Association and the Unit Owners and Association responsibilities. The Bylaws establish the framework for governing the Association. Any actions taken by the Board of Directors and the Management Agent are entitled to be based upon these governing documents. In the event of a conflict between these documents and the Rules and Regulation of this Handbook, the Declaration and Bylaws take precedence.

Original Unit Owners and subsequent purchasers should have received a copy of the Condominium Declaration and Bylaws at the closing of their unit. All Unit Owners must read these documents, insure that they have a good understanding of them and maintain them in their possession.

When a unit is in the process of being sold, the current owner shall inform the prospective buyer of the Association Rules and Regulations and deliver a copy of the Declaration and Bylaws and current Handbook. Lost or additional copies of these documents can be obtained from the Management Agent upon payment of copying and mailing costs. These documents are also available on the Association Website and may be downloaded and printed.

2.4.3. CONDOMINIUM HANDBOOK

The Declaration and Bylaws of the Association give the Board of Directors the power and authority to adopt and publish Rules and Regulations in a Condominium Handbook 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.

The Rules and Regulations in this Condominium Handbook may be amended or modified from time to time, as conditions change, by the Board of Directors without any prior notification to Unit Owners that have either closed or are under contract to close. Revisions to the Handbook, approved by the Board of Directors, will be mailed to all Unit Owners by the Property Manager and will become effective 30 calendar days after the mailing.
2.5. OFFENSIVE ACTIVITY

No offensive activity, illegal or otherwise, shall be conducted in any Unit, or upon the Common or Limited Common Areas, nor shall any unit be used in any way or for any purpose which may endanger the health of or unreasonably disturb any resident or a guest of a resident or occupant.

2.6. RULES VIOLATIONS AND ENFORCEMENT

It is the responsibility of the Board of Directors to establish and enforce these Rules and Regulations. Unit Owners who observe an apparent violation of the Rules and Regulations should first attempt to discuss and resolve the violation with the offending party. If this is not successful, the complainant must file a formal written complaint citing the violation. The Formal Complaint Form (See EXHIBIT D – FORMAL COMPLAINT OF HANDBOOK VIOLATION) must be signed and delivered to the Property Manager and the Board of Directors. Oral complaints will not be accepted.

The complaint will be investigated and processed for further action by the Property Manager at the direction of the Board of Directors. The Property Manager or a Board member will communicate with both parties and attempt to resolve the complaint. If the complaint cannot be resolved, the Property Manager or designee will convene a hearing for all affected parties. The Board will then determine if the alleged violation warrants the issuance of a citation.

When the first violation of a rule is cited, a warning letter will be sent to the Unit Owner with a deadline for corrective action. If a subsequent violation of the same rule(s) occurs after the first warning or the initial violation remains uncorrected, an enforcement assessment of $50 may be levied against the unit owner for each violation according to the Rules Enforcement and Dispute Resolution Policy set forth in Exhibit C.

2.7. MOVING RESPONSIBILITIES

If you are moving you must contact the Property Manager to inform them who will be the new owner of record. It is the Unit Owner’s responsibility to make certain all condominium fees are current and that any necessary repairs to Association property are made that are the responsibility of the Unit Owner. It is also the Unit Owner’s responsibility to give the Association’s Declaration and Bylaws to the new owners and this copy of Homestead at Highland Lakes Condominium Association Community Rules and Regulations (These documents are available on the Association Website). Envelopes and payment coupons will then be mailed to the new owner after closing. Any payment questions should be directed to the Property Manager. The key to the Clubhouse and Pool must be returned to the Property Manager; the key will be transferred to the new owner by the Property Manager.

2.8. SOLICITATION AND GARAGE SALES

Solicitation is not permitted within the Association. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a community activity. For further information, contact the Property Manager.
2.9. PERMITTED RESIDENTIAL USES

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/fraternity house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing, 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.
3. **FINANCIAL MATTERS**

3.1. **ASSOCIATION FEES**

Each Unit Owner by acceptance of a deed to a Unit agrees to pay fees to the Association for normal condominium fees (operating funds and capital funds), 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 Association property.

Association fees are payable to Homestead at Highland Lakes Condominium Association on the first of each month. Fees should be sent in the pre-addressed envelopes provided by the Property Manager. A late charge of $25.00 will be added to any account delinquent after the tenth of the month. Direct pay from third parties (banks, savings and loan associations, etc.) for Association fees is also available through the Management Agent. Contact the Property Manager directly for information and application materials.

Note that Water & Sewer billings are classified as unit fee assessments based upon Declaration Article XV, Section 3 (c), Special Individual Unit Assessments - “The Board shall levy assessments against an individual Unit or Units and the owner or owners thereof, to reimburse the Association for those costs incurred in connection with that Unit Or Units properly chargeable by the terms hereof to a particular Unit…” Based on this language, the W&S payments by the Unit Owner(s) to Homestead are a reimbursement for costs incurred by the Association on behalf of the unit owner and constitute a Special Individual Unit Assessment subject to late fee penalties. (See [UTILITY CHARGES](#))

3.2. **DELINQUENT FEES AND ASSESSMENTS**

Upon ten (10) days delinquency, a delinquency notice will be sent to the Owner by the Management Agent, and the Unit Owner’s account will be assessed a $25.00 late charge each month until payment is received.

Upon sixty (60) days delinquency, a “pre-lien” letter will be sent to the Unit Owner by registered mail. The delinquent Unit Owner is again notified of the assessment(s) by this notice, and the Unit Owner will be invoiced monthly for the assessment(s) and any related Association expenses, including legal fees, until payment is made. The Association’s expenditures are to be recouped when the Unit Owner brings the account current.

Upon ninety (90) days delinquency, a lien will be filed. The delinquent Unit Owner’s account will be charged for lien and legal fees incurred when a lien is filed. The Unit Owner will be sent a statement of the amount of their delinquent account monthly.

If foreclosure is initiated, the attorney fees and any related filing charges 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.

3.3. **RETURNED CHECKS (NSF)**
Checks returned for nonsufficient funds (NSF):

A. Will be charged back to the individual’s account
B. A $50.00 handling fee will be charged to that account

If not cleared before the 10th of the month, the late fee assessment shall also apply.

3.4. OPERATING AND CAPITAL RESERVE BUDGETS AND FEES

A. The Board of Directors in cooperation with the Property Manager establishes an annual Operating Budget and Capital Improvements Budget. The budget periods are from January 1 to December 31 of each year. The budgets for the ensuing year are prepared in the last quarter of each year and are used to determine the amount of fees to be assessed.

B. The Operating Budget and related fee amount covers annual Association expenses for lawn mowing, mulching, fertilizing, pruning, grounds care, snow plowing, watering of common areas, pool expenses, clubhouse expenses, trash removal, insurance, management fees and other ongoing administrative and maintenance costs that are not the Unit Owner’s responsibility.

C. The Capital Improvements budget and related fee amount covers Common Elements expenses for unit painting, fence painting, roof replacements, tree and shrub replacements, streets, alleys, curbs, sidewalks and other capital items ordinarily having a lifespan of more than 5 years. This portion of the annual budget is based upon long-term life cycle projections for capital expense items (reviewed and adjusted annually) and 30-year cost estimates adjusted for inflation. The portion of the annual fee contributed to the Capital Reserve Account is based upon the current budget year capital improvement needs and these long-term projections. Accumulation of significant Capital Reserves is essential to assure the availability of funds to pay for capital improvements and to avoid the need for special assessments.

D. Copies of the current annual operating expense budget and the balance sheet can also be obtained from the Property Manager to provide financial information needed for the purchase or sale of a unit. The annual budgets and Capital Reserve Projections are also available on the Association Website.
4. **UTILITY CHARGES**

Unit Owners are responsible for maintenance and payment of their own water, sewer, gas, electricity, television/cable, and telephone services and for calling to initiate service on the date of possession. The Association is responsible for utility components serving more than one unit, but any utility component serving only one unit is the responsibility of the Unit Owner.

4.1. **WATER AND SANITARY SEWER SERVICES AND CHARGES**

Water service is provided by Del-Co Water Company to the entire area of the Association via a master meter and billed to the Association. However, individual units are sub-metered and charges are billed to the Unit Owners by the Management Company on a monthly basis. The water charge for each unit varies based upon each Unit Owner’s usage. The difference between the master meter billing and the sub-metering charges to the Unit Owners represents common area expenses for water and sewer (e.g. pool and clubhouse expenses) and are paid as part of the Association’s annual operating expenses and included in the monthly fees.

Sanitary sewers are owned by and service provided by Del-Co Water Company and Unit Owner charges are billed by the Management Company on behalf of the Association as part of the monthly water and sewer bill. Del-Co Water Company establishes a fixed monthly fee annually for sanitary sewer charges, and each unit owner is charged the same amount.

Water and sanitary sewer charges are broken out on the monthly bill from the metering service, and all payments for water and sewer are to be made to the Property Manager at the address on the monthly statement. The W&S payments by the Unit Owner(s) to the Property Manager are a reimbursement for the master meter costs incurred by the Association on behalf of the unit owner and constitute a Special Individual Unit Assessment subject to late fee penalties if not paid on time.

4.2. **STORM SEWERS**

Storm sewers are owned by the Association. However, the Association has joined the Delaware County Drainage Maintenance Program for inspection, maintenance and repair of the storm sewers. There is a Program maintenance charge added to each unit owner’s property tax assessment bill to cover these costs. The Association has opted for this Program in lieu of including fees for storm sewer system maintenance in the Association fees. The charges are approximately $100 per year and may be adjusted from time to time based upon maintenance costs.
5. INSURANCE - ASSOCIATION & UNIT OWNERS

5.1. ASSOCIATION INSURANCE REQUIREMENTS

As required by the Declaration and Bylaws, the Board of Directors has insured the Association as follows:

5.1.1. FIRE AND EXTENDED COVERAGE (MASTER POLICY)

This is mandatory coverage the Association must carry for all structures, buildings, fixtures and common personal property constituting a part of the Common Elements, the Limited Common Elements or common property of the Association. This is the Association’s basic insurance against loss by fire, lightning, and such other hazards and perils, which are customarily covered. It is paid for by the Association as a common expense. It is primary, even if a Unit owner has other insurance that covers the same loss. It does not cover an owner’s individual personal property.

5.1.2. LIABILITY INSURANCE

This is mandatory general liability insurance covering all of the Common Elements, public ways and any other areas under the Association’s supervision.

5.1.3. FIDELITY COVERAGE

This is mandatory fidelity insurance providing coverage for the Association against dishonest acts on the part of Directors, managers, employees, agents and volunteers responsible for or handling funds belonging to or administered by the Association.

5.2. ASSOCIATION MASTER POLICY COVERAGE

THE INFORMATION BELOW PERTAINS ONLY TO THE ASSOCIATION INSURANCE POLICY, NOT TO ANY INDIVIDUAL POLICY A UNIT OWNER MAY ELECT TO PURCHASE.

ITEMS INSURED: Your association’s buildings, commonly owned property, contents, and business liability are covered under the master Policy. As per the condominium’s Declarations and Bylaws, building coverage is limited to the original condominium plans and specifications.

ITEMS NOT INSURED: Your personal property, furniture, additional living expenses and personal liability. Additionally, any permanent upgrades made at the expense of the unit owner or a previous owner including, but not limited to exterior modifications, carpeting, wall coverings, and lighting fixtures are NOT covered by the Association’s Policy. You should have a “Condominium Owners’ Policy” to cover these items.

EVENTS INSURED: “Special Form,” including fire, lightning, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden rapid water escape from plumbing, or appliances, frozen pipes, convector units, etc.

EVENTS NOT INSURED: Wear and tear, deterioration, mold, damage by insects or animals, settling or cracking, etc. of foundations, walls, basements, roofs, etc. There is no coverage for damage caused by repeated
leaking or seeping from appliances or plumbing including from around the shower, bathtub, toilet and sink. These events are properly classified as maintenance items that are the responsibility of the owner.

Unit owners or their agents may obtain more information from the Association’s Insurance Agent listed on the Directory page of this Handbook.

5.3. UNIT OWNER INSURANCE

It is the Unit Owner’s responsibility to insure the interior of units for any items not a part of the original construction including permanent improvements such as built-in fixtures and equipment, and upgraded floor and wall coverings. The Association will not bear any responsibility for damages to any items for which it is the Unit Owner’s responsibility to provide insurance coverage.

Any Unit Owner may purchase insurance in addition to that carried by the Association provided that coverage for casualties already covered by the Association’s insurance are not included. This insurance should include personal property, contents, and betterments or improvements. In the event of any conflict, the provisions of the Condominium Insurance shall govern.

EXHIBIT G – HOMESTEAD INSURANCE INFORMATION contains additional Homestead Insurance Information that should be shared with your own insurance agent when you are purchasing your own condominium insurance. Unit owners or their agents may obtain more information from the Association’s Condominium Agent listed on the Directory page of this Handbook. A copy of the Insurance Policy is available on the Association Website.

5.4. INSURANCE CLAIMS, DEDUCTIBLES AND PAYMENTS

5.4.1. REPORTING DAMAGE INCIDENTS

A. When an incident causing damage to a unit occurs (wind, fire, snow, rain, roof leaks, vandalism, etc.), the unit owner shall notify the Association’s Property Manager and their own Insurance Agent to initiate the insurance claims process. All claims must be submitted as soon as possible after the event.

B. In the event of damage to the interior of a unit, the owner must contact their own Insurance Agent to determine coverage. Except to the extent, if any, that a loss is covered by insurance maintained the Association, the Association shall not have responsibility to repair or maintain any unit, or component thereof, or personal property within a unit.

C. In the event of an emergency situation, the Property Manager will act promptly to effect a remedy using its own maintenance staff or by contracting with a reputable company. Insurance coverage and responsibility for costs will be determined subsequently.

5.4.2. COVERAGE DECISION(S) AND REPAIRS

A. The Property Manager will contact the Association’s Insurance Agent and obtain a determination on whether or not the incident is covered under the Association Master Policy.
B. If the incident is covered by the Association Master Policy, the Property Manager will obtain an estimated cost of repairs, make arrangements for the repairs to be completed, determine that the repairs have been properly completed and determine final costs. Where necessary, the Management Agent is responsible for coordinating decisions on coverage, extent of repairs and payments to contractors with the Association’s Insurance Agent. You should not undertake repairs without permission from the Property Manager except in cases of dire emergency.

C. If the incident is not covered by the Association Master Policy, then coverage falls to the unit owner’s policy, and the Association’s responsibility has ended.

D. In the event of a coverage dispute between the insurance carrier for the unit owner and the carrier for the Association, the two insurance carriers will negotiate the conflict.

5.4.3. APPLICATION OF DEDUCTIBLES

A. There is a $5000 deductible on events covered by the Association Master Policy. The Board, the Property Manager and the Insurance Agent will determine whether or not to file a claim. If a claim is filed, the following policies apply; if not, the repair costs will be covered by the Association through its annual fee assessment charges.

B. If the claim originates from a single unit and affects only that unit, and if there is Association insurance coverage for the event, the unit owner is responsible for paying the Association deductible, up to a maximum of $5000. If there is no Association insurance coverage, and the damage is to the unit only and not to the common elements, the unit owner will be responsible for the entire amount of the repairs and should rely on the unit owner’s insurance for coverage. Most condominium/homeowner insurance policies have provisions for the reimbursement of this deductible charge, subject to the condominium/homeowner policy deductible. Unit owners should verify that they have this coverage in order to avoid a separate fee assessment. It is recommended that the unit owner confirm that they have the HO-6 form of unit owner insurance coverage. See CLAIMS AND DEDUCTIBLE COVERAGE COORDINATION below.

C. If the damage incident affects several units and the claim originates from more than one unit, the Association will pay the deductible from its fee assessment charges in proportion to the damages caused to the common elements and the units involved. The unit owners will pay their proportionate share of the deductible amount assigned to the damages to the units affected. See CLAIMS AND DEDUCTIBLE COVERAGE COORDINATION below.

5.4.4. CLAIMS AND DEDUCTIBLE COVERAGE COORDINATION

A. On claims originating from a single unit and where the unit owner is responsible for paying the $5000 Association deductible and where the cost of damage repair is greater than $5000, the Association’s Insurance Agent will coordinate deductible coverage with the unit owner’s insurance company.

B. On claims originating from a single unit and where the unit owner is responsible for paying the $5000 Association deductible and where the cost of damage repair is less than $5000, the Association’s Insurance Agent will not be involved. The cost of repairs will become a fee assessment, and the unit
owner and his/her insurance company will be responsible for coordinating coverage of the deductible and making payment to the Association.

C. Any amount of the $5000 Association deductible not covered by the unit owner’s insurance policy will be assessed to the unit owner by the Management Company. For example, if the insurance policy carried by the unit owner has a $500 deductible (and assuming the unit owner has the proper deductible coverage in the policy), $4500 of the deductible would be covered by the unit owner policy and $500 would have to be covered by the unit owner.

D. Claim payments by the insurer(s) are made to the Homestead at Highland Lakes Condominium Association c/o current Property Manager as Insurance Trustee, not to unit owners or contractors. Contractors will be paid by the Management Agent. Insurance does not warranty or guarantee the work done by contractors; the Management Agent will contract for and secure warranties and guarantees of work from contractors and coordinate warranty claims with the insurers.

E. Any insurance deductible amounts paid by the Association for casualty loss claims which affect a Unit shall be apportioned between the amount of the deductible attributable to any Unit or component of a Unit and to the Common or Limited Common Elements. The amount of the deductible attributed to a Unit or component of a Unit shall be paid by the Unit owner, except in the event that the Association, through its negligence, was the cause of the damage to the Unit. If the damage to the Unit and/or Common or Limited Common elements is caused by the negligent or intentional actions of the Unit owner guests, or occupants of the Unit, the entire deductible shall be paid by the Unit owner, If the Unit owner fails to pay the apportioned amount within a reasonable time determined by the Board, then the Board may file a lien against the Unit for nonpayment of the deductible amount and foreclose on the lien pursuant to Ohio law. In addition, the Board may seek a personal judgment against the Unit owner for nonpayment of the amount of the deductible which is not paid. The Unit owner will be responsible for all costs of collections whether for actions in equity or at law, including attorney fees and paralegal fees that are incurred by the Association as a result of the unit owner’s nonpayment of the deductible.
6. COMMON AND LIMITED COMMON ELEMENTS

6.1. COMMON ELEMENTS

Those portions of the Condominium that are not a part of the Units are called “Common Elements and facilities” under the Condominium Act. This includes all lawn areas, mulch beds, parkways, streets, alleys, sidewalks, the Clubhouse, the Pool and all green areas throughout the Development.

The Common Elements are for the sole and exclusive use, benefit and enjoyment of the residents 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 or to cause damage. Alleys should not be used as playgrounds for safety reasons and to avoid damage to units.

6.2. LIMITED COMMON ELEMENTS

Portions of the Common Elements serving only one unit are reserved for the exclusive use of the owners and occupants of that unit. These areas are designated as “Limited Common Elements.” The Limited Common Elements appurtenant to each unit will consist of a rear yard area, the improvements within the rear yard area including the patio, the parking space or spaces (the apron) in front of or adjacent to a unit’s garage, unenclosed porches, and the front porch and/or stoop. The Second Supplemental Amendment to the Declaration further expanded the Limited Common Elements to include the side yard areas surrounding each unit.

The Association is not responsible for the cleaning and housekeeping of Limited Common Elements or components thereof. Please see MAINTENANCE AND REPAIRS for a further explanation of this policy.

6.3. DAMAGES

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

6.4. USE RESTRICTIONS/PROHIBITED ITEMS

6.4.1. PERSONAL PROPERTY

All personal property, such as lawn chairs, bicycles, tables, play equipment, etc. must be placed inside the unit or the garage when not in use. They may not be left in the Common Elements or lawn areas. Patio furniture such as wrought iron, wicker, resin wicker, wood, and cast aluminum may be kept on the front or back porch or concrete patio, but not including folding aluminum chairs with plastic webbing and all folding/portable chairs and tables.

6.4.2. LAWN DECORATIONS/ORNAMENTS

Small lawn decorations and ornaments are permitted only in the mulch beds at each unit. This includes small statuettes, ornamental rocks (not stones or gravel), and other small-scale items. Prohibited items include - but are not limited to - bird baths, statues/items over 2 feet tall, swing sets, artificial flowers, laundry poles/clothes...
lines, etc. If there is doubt about existing or planned future items, submit a landscaping variance request (See EXHIBIT A – EXTERIOR GROUNDS IMPROVEMENT APPLICATION) for approval.

6.4.3. 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. Enclosed hose boxes may be used for storing reels in side or rear yards during the watering season. Hose reels may not be mounted on the exterior walls in order to avoid damage to the siding. Non-compliant owners are responsible for the cost of maintenance and repair to siding.

6.4.4. WALL HANGINGS/DECORATIONS

Nothing may be hung, displayed, affixed, or placed on exterior walls siding or trim, doors, fences, porch railings or roof, (such as beach towels, signs, awnings, canopies, shutters, television/CB/radio antennae, or any other device or ornament). A variance request may be submitted to the Management Agent for consideration by the Board to approve or disapprove such use.

The purpose of this policy is to prevent penetration and damage to the exterior siding such as cracks and splintering due to inappropriate use of nails or other hanging devices. All existing wall hangings as of March 31, 2014 on exterior wall siding on front porches, enclosed rear porches and adjacent to patio areas are “grandfathered” for purposes of compliance with these regulations; however, the unit owner is still responsible for any damage caused to the siding and for any repair costs.

Going forward from the above date, owners must submit a variance request as described in the first paragraph of this section and must use a non-penetrating device (such as 3M Command brand hooks and hangers) to hang items from exterior siding and will remain responsible for any damages to the siding. If a unit is scheduled to be painted, the Unit Owner shall remove the hangings/decorations prior to the painting date and make appropriate repairs to the siding. The Association and the painting contractor are not responsible for any hangings not removed prior to painting. If required, costs of siding repairs will be assessed to the Unit Owner.

Seasonal decorative wreaths may be hung on the doors, but the Unit Owner is responsible for any damage to the doors.

6.4.5. TRELLISES

Trellises are permitted only with Board approval. Requests must be submitted to the Management Agent on the Exterior Grounds Improvement Application (See EXHIBIT A – EXTERIOR GROUNDS IMPROVEMENT APPLICATION). The Board’s Landscaping Committee will contact the Unit Owner to review and discuss the request.

6.4.6. FLOWER POTS AND FLOWERING BASKETS

Flowerpots may be placed in mulch beds but may not be placed in any lawn area, parkway or adjacent to sidewalks or porch walkways. Pots may not be placed on porch steps as they create a tripping hazard and a potential insurance liability to the Association. All pots and contents must be maintained during the growing season, removed at the end of the growing season and stored for the winter.
Flowering baskets may be hung from the soffits, but not from the gutters. However, the Unit Owner is responsible for repairing any damage to external surfaces resulting therefrom, including but not limited to soffits, posts, porch railings, etc. The Association reserves the right to make repairs at its sole discretion and to assess the costs to the Unit Owner.

6.4.7. **FLOWER BOXES AND RAIL PLANTERS**

Flower boxes attached to the units (e.g., underneath windows) are NOT permitted. Rail planters are acceptable and may contain either live or artificial flowers. Use of artificial flowers will minimize damage to the railing and other unit components resulting from moisture leaks, spilled or overflowing dirt and excessive weight. Maintenance is the responsibility of the Unit Owner and dead plants and faded materials must be removed during and at the end of the growing season. Owners are responsible for the repair of any damage resulting from their use of the rail planters including damage to any component of the unit. The planters must be stored inside when not in use.

6.4.8. **FLOWERS/VEGETABLES**

A. Flowers may be planted inside existing mulched areas. Flowers are not permitted around any tree in order to avoid root damage. Expansion of mulch areas requires that a landscaping variation request (See **EXHIBIT A – EXTERIOR GROUNDS IMPROVEMENT APPLICATION**) be submitted to the Property Manager and Board for approval.

B. Maintenance of the flowers installed by the unit owner (or renter) is the responsibility of the unit owner, and dead annuals are to be removed during and at the end of the season. Flowers that are not maintained during the growing season and become unsightly may be removed at the sole discretion of the Board, and the Unit Owner will be billed for the cost of removal. Owners will be given a 7-day notice to take corrective action and to notify the Property Manager of the action.

C. Vegetable plantings are allowed only in the backyard area within the confines of the Limited Common Area for each unit and are to be planted in an already established mulch bed or in pots. Such gardens must be maintained during the growing season and removed at the end of the growing season. Any variation from the vegetable garden rule must be approved in writing. Contact the Property Manager for variance information and procedures.

6.4.9. **POSTS**

One (1) metal post is permitted per unit for a hanging plant or birdhouse. The post may only be placed 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 removed and stored at the end of the growing season.

6.4.10. **ELECTRIC INSECT KillERS**

Electric insect killers are prohibited within the community.
6.4.11. BIRD FEEDERS/BIRD HOUSES

Tree hanging bird feeders and houses are not permitted. Freestanding birdhouses are permitted within the boundaries of the Limited Common Areas. Only one birdhouse and feeder is allowed per unit. Birdhouses may not exceed 6 inches wide and 18 inches high. Residents who wish to have bird feeders or houses will be responsible for keeping them clean and for picking up any debris that falls to the ground.

6.4.12. WINDCHIMES

One wind chime per residence is permissible, but may not be hung where it will disturb adjoining neighbors or by bedrooms. The chimes shall be removed if they disturb any neighbors.

6.4.13. FLAGS

A. One flag may be flown at anytime adhering to normal flag protocol. All flags must be mounted in a flag holder. If you do not currently have a flag holder and would like to install one at your unit, submit an Exterior Improvement Application to the Property Manager via the Website with a picture and description of the holder and its proposed location. Rust proof materials and fasteners must be used. Any damage to the siding or trim caused by the flag holder is the responsibility of the unit owner.

D. College flags or professional team flags may be flown on game day during the appropriate season.

E. Small “garden flags” no more than 15 inches in height may be used in mulch beds.

6.4.14. OUTDOOR SPEAKERS

Permanently installed outdoors speakers may not be used in order to avoid fastening penetrations of the siding or trim and the possibility of damage. When portable speakers are used, they shall be played at a level so sound cannot be heard at adjacent units.

6.4.15. HOLIDAY DECORATIONS

A. Christmas holiday lights and decorations are permitted to be placed in the Common Areas, including the Limited Common Elements, and/or building exteriors provided that the installation of the decorations do not damage Common Area trees, building roofs, gutters or siding. They may not be attached to the 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.

C. Repair of any damages caused by holiday decorations are the responsibility of the Unit Owner or shall be assessed to the Unit Owner if the Association must make repairs.
6.4.16. BARBECUE GRILLS

Barbecue grills may be kept on the concrete or paver patios, but must be covered when not in use. Grills may not be stored or used in enclosed areas such as screened-in porches. Grills shall not be used within three (3) feet of any part of the unit to avoid heat damage to the siding or trim. Unit owners are responsible for any damage to the unit resulting from use of the grill.
7. SNOW PLOWING

A. Snow plowing plans will be initiated when there is 2 inches or more of snow forecast and on the ground. To the extent possible, plowing will be timed to avoid plowing more than once in a single snowfall. This means that more than 2” may be allowed to accumulate before plowing is initiated and that anticipated warming will be taken into account. The amount of snow expected and the circumstances surrounding each snowstorm will determine the timing and the number of plowings.

B. When plowing starts, the streets and alleys will usually be done first. Driveway aprons and porch to curb paths will follow using snow blowers and shovels. There may be a time lag between these two events, but in most circumstances, it should still be possible to back cars out of the garages across the small aprons and into the alley. Use of blowers and shovels should minimize asphalt damage/scraping on the garage aprons; however, plows may be used depending on snow depth.

C. Paths will be cleared from the porch level (porches will not be cleared) to the curb - crossing the steps, sidewalk and the parkway - to permit access to the street and from there to mailboxes. If snowfall is significant and continues for a lengthy period, this may have to be done twice. However, each unit owner will ordinarily be responsible for keeping the porch to curb path clear if there is a snowfall of less than 2 inches after the initial clearing. Sidewalks will not be cleared.

D. Unit owners may use snow and ice treatment materials that will not damage concrete on their front steps, entry walks, sidewalks and driveway aprons at their own discretion; these treatments must be limited to your own unit. Repair of any damages resulting therefrom will be the responsibility of the Unit Owner.

E. Downspout and sump pump outlets at the curb level will be marked so that blockage can be minimized, and storm sewer drains in the street will be marked and kept open. Extremely heavy snowfalls may cause some problems in keeping these drains open.

F. Problems/Concerns - If you have questions or concerns during a snowstorm, please contact the Management Company, not the contractor. The contractor will accept instructions only from the Management Company or a designated Board member. If you have special medical needs or a medical emergency, please call 911 and request emergency assistance. The Genoa Township Emergency Medical Service is well equipped and is familiar with our development. ABOVE ALL, PLEASE BE PATIENT. SNOWFALL PREDICTIONS ARE NOTABLY UNRELIABLE AND EXTREME WEATHER CONDITIONS AND EMERGENCY SITUATIONS CAN ALTER PLANS AND CAUSE UNANTICIPATED PROBLEMS.

G. Residents and guests are expected to take reasonable care to protect themselves from falling and slipping during wintry conditions. Icy conditions (frozen rain and/or sleet) are rare in Central Ohio and are not included in the snow removal contract. Unless specifically authorized by the Board of Directors, the snow removal contract will prohibit the use of salt to treat sidewalks, porches or steps to prevent damage to concrete areas. Treatment in the event of frozen rain or sleet, which may include removal of fallen trees and/or tree limbs, would involve an emergency special expenditure arranged by the Property
Manager in consultation with the Board. The snow removal contract may be amended from year-to-year; unit owners will be notified of any significant changes in contract requirements.
8. COMMUNITY CENTER

8.1. DESCRIPTION/DEFINITION

The Community Center consists of the Clubhouse, the swimming pool and pool areas, the pool shed, the putting green, the parking area and the surrounding grounds. They are part of the Common Elements of the Condominium Association, and the cost of their management and maintenance are included in the Association fees.

8.2. GENERAL POLICIES

A. NEITHER THE ASSOCIATION NOR THE MANAGEMENT COMPANY IS RESPONSIBLE FOR INJURIES TO RESIDENT(S) AND/OR GUESTS WHILE USING ANY COMPONENT OF THE COMMUNITY CENTER. THE UNIT OWNER IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY THE RESIDENT(S) OF THEIR UNIT OR THEIR GUESTS. THE ASSOCIATION IS NOT RESPONSIBLE FOR PERSONAL PROPERTY LEFT AT THE CLUBHOUSE, THE POOL, THE POOL SHED OR ANY PORTION OF THE CENTER GROUNDS.

B. The Clubhouse, Pool and Pool Areas are non-smoking facilities.

C. No pets or animals of any kind are permitted in any component of the Community Center at any time.

D. No loud, boisterous, profane, or offensive behavior is permitted.

E. The swimming pool and pool areas are not available for rent at any time.
9. CLUBHOUSE

9.1. GENERAL POLICIES

The Association takes pride in providing residents with a Clubhouse in which to relax with other owners and personal guests. It includes a large gathering room, a kitchen and eating area, an exercise room and two restrooms. The rules and regulations below are established to permit any resident of Homestead to enjoy use of the Community Center without infringement upon the privileges of other residents and their personal guests.

A. A resident or residents may use the Clubhouse at any time it has not been reserved or rented for exclusive use. All Monday nights are reserved for Board Meetings and periodic Association meetings. Persons under the age of 18 must be accompanied and supervised by an adult resident at all times.

B. Residents may bring guests to the Clubhouse for occasional non-exclusive activities whenever it has not been reserved for group events or rented for exclusive use. There is a limit of 8 guests per Unit and owners may not “sponsor” guests for other owners. If an owner and guests (1-8) want exclusive use of the Clubhouse or if more than eight (8) guests are desired, the resident must make arrangements to rent the Clubhouse (See CLUBHOUSE RENTAL CHARGES & PROCEDURES). Guests of any age must be accompanied by an owner/resident at all times.

C. Policies for group events are as follows:

   a. Community-wide events which any resident may attend (e.g., pizza nights and the Annual Christmas Party)

      No rental charge is required but the event must be scheduled with the Property Manager and the Board. Event organizers and attendees are responsible for cleanup.

   b. Recurring small group events open to all residents if they choose to participate (e.g., Mahjong. book club and “game night”)

      No rental charge is required but the event must be scheduled with the Property Manager and the Board. Group organizers and attendees are responsible for cleanup.

   c. Recurring or one-time events for residents and non-residents where the majority of attendees are non-residents and there are 8 or more persons in attendance.

      These must be organized by a resident or residents, the event(s) must be scheduled with the Property Manager, the Board must be notified, the resident(s) must be present at all times and the rental charge will apply.

D. Although a contractor has been hired to “deep” clean the Clubhouse on a monthly basis, residents and user groups are still responsible for cleaning, closing and securing the Clubhouse when they leave (See EXHIBIT E – COMMUNITY CENTER/CLUBHOUSE CLEANING CHECKLIST). This requirement
remains in effect because there may be any number of residents and resident groups using the Clubhouse between contractor cleaning intervals, and Clubhouse users continue to bear the primary responsibility for removing their own trash and cleaning debris from the carpets and other flooring (cleaning equipment is stored in the furnace room). Remember the basic Clubhouse rules:

a. Treat it like you would your own home. It belongs to you and all Association residents.

b. Anything you bring to the Clubhouse must go home with you - including trash.

9.2. CLUBHOUSE RENTAL POLICIES

A. The Clubhouse is available for rent only to unit owners and adult residents for personal nonprofit events. The pool, pool area, exercise room and other portions of the grounds may not be rented or used during a rental event because of potential liability concerns and the possibility of increased insurance costs. The renting owner must be present at all times and is responsible for the behavior of his/her guests.

B. The Clubhouse will not be available for rent on Friday, Saturday, Sunday or holidays from Memorial Day to Labor Day while the Pool is open to permit unit owners and their guests full access to the Clubhouse.

F. The Community Center may not be used or rented for public, private or personal business meetings or any other commercial activities. Violators will forfeit their deposit.

G. Reserving the Clubhouse for use on behalf of any non-resident or outside organization is prohibited. Deposit forfeiture will result for violation of this rule.

H. Under most circumstances, the renting owner and guests will have exclusive use of the Clubhouse but may not use the exercise room because of potential liability concerns. However, during times when the swimming pool is open (Memorial Day thru Labor Day), the restroom facilities in the Clubhouse must be available at all times for residents using the pool – in this sense, there is no “exclusive use” during the summer months on weekdays when the Clubhouse is rented. Unit owners are not permitted to use the exercise room when the Community Center is rented for exclusive use.

I. No loud, boisterous, profane, or offensive behavior is permitted. Live or amplified music is not allowed outside the Clubhouse.

9.3. CLUBHOUSE RENTAL CHARGES & PROCEDURES

A. Rental reservations must be made through the Management Agent and must be made two weeks in advance. Rentals are limited in duration to one day.

B. If you wish to reserve and rent the Community Center, please complete the Clubhouse Rental Request Form (See EXHIBIT H – CLUBHOUSE RENTAL REQUEST FORM) and deliver it to the Property Manager with your rental fee ($50) and refundable security deposit ($150) at least two weeks in advance. Checks shall be made payable to the Homestead at Highland Lakes Condominium Association and will be cashed and deposited by the Property Manager.
C. All portions of the Rental Request Form must be completed (the purpose of your rental, the anticipated number of attendees, the starting and ending times of your rental, etc.). If the rental request complies with Association policies and is approved, the Property Manager will send you a rental contract and confirmation notice; if disapproved, the rental fee and deposit will be returned. In order to guarantee your rental the Property Manager must have your reservation documented; otherwise the Community Center will be considered available for general use.

D. The Property Manager will issue a refund check for the security deposit after the Center has been inspected for cleaning and damages and any appropriate deductions are made. If the deposit is an insufficient amount, the renting owner will be assessed for the difference. Inappropriate use of the Clubhouse without payment of the Rental Fee and Deposit shall result in a $50 rules violation fee assessment and a fee assessment for the $50 rental charge and the cost of any cleaning or repair of damages to the Clubhouse. Payment of these assessments will be administered on the same basis as delinquent Association fees.

E. Rental Use Regulations
   a. No more than fifty-five (55) people are allowed in the Community Center at one time.
   b. The Association does not furnish any party items - dinnerware, utensils, decorations, etc., are the responsibility of the renting owner(s).
   c. Cleanup and trash removal is the responsibility of the renting resident. No trash is to be left in the Clubhouse, the Community Center grounds or the parking area (See EXHIBIT E = COMMUNITY CENTER/CLUBHOUSE CLEANING CHECKLIST). The renting owner shall assure that guests do not litter Common Elements (flower beds, visitor parking area, streets, etc.) with cigarette butts or other trash. The Unit Owner renting the Center is responsible for checking the exterior areas of the Center and cleaning up as appropriate.
   d. Guests should be advised to use the Clubhouse parking area or the curb areas on Midfield Drive between Alston Grove and the Clubhouse. If additional parking is needed in residential areas, care should be taken not to block mailboxes in daylight hours.
   e. The Clubhouse must be vacated by 1:00 a.m. on Friday or Saturday nights and 11:00 p.m. on other nights, and all doors must be locked by the renting resident. Guests must be advised to depart in such a manner that they do not disturb owners/residents.
10. **SWIMMING POOL**

10.1. **GENERAL POLICIES**

A. NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK.

B. POOL IS CLOSED DURING ELECTRICAL THUNDERSTORMS.

C. THE POOL, POOL AREA (DECK), AND COMMUNITY CENTER ARE NO SMOKING AREAS.

D. GUESTS MUST BE ACCOMPANIED BY A RESIDENT AT ALL TIMES.

E. THE POOL AND POOL AREA ARE NOT AVAILABLE FOR RENT.

F. NO PETS ARE ALLOWED IN THE POOL OR IN THE POOL AREA.

G. NO GLASS OBJECTS (DRINKING GLASSES, DISHES, ETC.) ARE ALLOWED IN THE POOL OR POOL AREA.

Access to the pool is through the pool gate and it must be kept locked at all times. After entering the pool area, please close the pool gate and ensure that it is locked. Leaving the gate ajar for someone coming later is not permitted in order to prevent unauthorized persons from using the pool. When leaving the pool area, please close the pool gate, make sure it is locked and make certain that all doors to the clubhouse are locked.

Landlords/Investor Owners shall advise renters of their obligation to comply with the Swimming Pool and Community Center Rules. Landlords/Investor Owners shall be held accountable for any rule infraction and /or damage caused by their renter.

10.2. **HOURS**

6:00 AM to 10:00 PM Sunday - Thursday
6:00 AM to 12:00 AM Friday, Saturday and Holidays

10.3. **ATTENDANCE & DRESS CODE**

A. Use of the pool is limited to Unit residents and their guests. There is a limit of 4 guests per Unit and owners may not “sponsor” guests for other owners.

B. Children under 14 must be accompanied by an adult resident.

C. Proper pool attire is required. No cut-off pants or jeans.

D. Persons requiring diapers must wear plastic pants designed for pool usage. In the event of an “accident” that results in stool or urine in the pool, the management company must be notified immediately and the pool closed until the pool maintenance contractor deems it safe to re-enter Soiled diapers shall not be
left in the pool area or the Clubhouse; they are to be treated as trash to be taken with the resident upon leaving the pool, Clubhouse and Community Center.

10.4. BEHAVIOR

Because of the limited size of the pool and because there is often a mixture of age groups present, the Board has approved rules intended to minimize disruptive and offensive behavior that interfere with quiet enjoyment of the pool. Please be respectful of others and exercise good judgment.

A. No diving, running or horseplay is permitted in or around pool area. Throwing balls, rings or other items is not permitted. Activities that interfere with the quiet enjoyment of the pool by others are not permitted.

B. Only “personal” flotation devices (designed to accommodate just one person) are permitted in the pool.

C. Excessive noise in the pool area is not acceptable. Audio equipment must be used with earphones and cell phone conversations should be conducted in the Clubhouse or outside of the pool area for privacy concerns and to avoid annoying other pool users.

D. No glass or breakable containers allowed in the pool area. Drinks must be in plastic or paper containers when taken into the pool area. Food or drinks may not be taken into the pool, including on flotation devices, in order to avoid accidental spillage and contamination of the pool water.

E. All trash (paper, plastic, food, etc.) must be removed from the pool area and Community Center after use. There are no trashcans in the pool area or clubhouse. All of your trash must be taken with you when you leave the pool and Clubhouse. This keeps things clean for everyone.

F. Restroom facilities are to be entered from the pool door. Pool users are requested to towel off before entering the Community Center. Please help to keep the restrooms clean.

G. Pool furniture must be placed in its original position after use. Umbrellas must be closed when you leave the pool.
11. **PET POLICY**

11.1. **GENERAL POLICY**

The Association’s Common Elements and the Limited Common Elements at each unit cannot be fully enjoyed by owners and residents if animal waste is left on the grounds and pets are allowed to run uncontrolled. To assure that the grounds are not contaminated by pet waste and that pets do not annoy or threaten Association residents and guests, pet owners are responsible for maintaining control of their animals at all times and for promptly cleaning up after their animals and disposing of animal waste appropriately.

11.2. **PET CONTROL**

Unit Owners are required to take action to prevent their pets from annoying others and being a nuisance. Unit owners are responsible for any injury or damage caused by the unit owner’s pet(s) and attendant costs. The cost of repairing damage done to the Common Elements and Limited Common Elements by a Unit Owner’s pet(s) will be assessed to the Unit Owner responsible for the damage by use of a fee assessment.

All pets must be walked on a leash not more than eight (8) feet in length and are not permitted to be in the Common Elements or Limited Common Elements unattended. Pet owners must respect the Limited Common Elements of other owners when walking pets.

No pet shall be off-leash or tethered outside in the Common Elements or Limited Common Elements. The owner/renter shall be present outside with the pet at all times. No animal pens or houses are permitted in Common Elements or Limited Common Elements.

Electric Pet Fences are not permitted in the Common Elements or Limited Common Elements because the small lawn areas do not provide sufficient separation from the sidewalks.

11.3. **PET WASTE**

Pet waste in both the Common and Limited Common Elements must be cleaned up immediately and disposed of appropriately by pet owners. Unit Owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner’s pet(s) if such action is necessary.

11.4. **POLICY ENFORCEMENT**

Unit Owners consistently failing to clean up after their animals or whose pets become a nuisance may be faced with removal of the offending animal from the condominium property upon written notice by the Board of Directors.

After notice and hearing, pet owners may be assessed an enforcement charge of $25 per incident for violation of these policies, according to the procedures set forth in Exhibit C.
12. PARKING/VEHICLES

12.1. BACKGROUND

An important and attractive design feature of the Homestead Association Development is the use of alleys and the placement of garages in the rear of the units. This eliminates unsightly garage doors from the front facades of the units and permitted a more pleasing streetscape. To the extent possible, it was and is intended that vehicles be parked in the garages to minimize on-street parking. Occasional on-street parking is permissible by residents and their guests (see below), but is strongly discouraged. Also, since this is a private development, the streets are relatively narrow and on-street parking can create hazardous conditions and block access to mailboxes (the Post Office will not leave mail in obstructed boxes). For these reasons, regular or continuous parking by residents on the side drives or in the street is prohibited.

12.2. GENERAL REQUIREMENTS

The first two vehicles of an owner or renter are intended to be parked in the owner/renter’s garage. Owners/renters with more than 2 vehicles can use their driveway apron as the next option for the third vehicle (some units have a three-car garage as an option). Any vehicle parked on the apron shall not protrude into or block the common driveway or alley or hamper accessibility to garages of other properties. Parking is prohibited on any lawn areas.

The grass area along the side of the driveway apron shall not be driven onto or used to park the vehicle. Owners/renters shall consider parking on the aprons along the garage for a third vehicle. If the driveway apron is too small for a third vehicle, the unit owner/renter must park the third vehicle utilizing a parking space in one of two Common Parking Areas located at the Clubhouse or at the northeast corner of the Development. However, vehicles may not be parked for indefinite periods of time in the Common Parking Areas (located at the Clubhouse and the northeast corner of the development); these are intended for in and out usage on a day-to-day basis as opposed to a place to “store” a vehicle for an indefinite period.

During the summer months (Memorial Day to Labor Day) when the pool is open, please use the northeast parking area for third vehicle parking in order to provide parking spaces for owners visiting the pool and clubhouse.

Owners/renters shall understand that parking at the Clubhouse or the northeast area is on a first come, first served basis and only visitors are permitted to park on the streets. However, owners/renters may park third cars in the street temporarily in the unlikely event that all other options have been exhausted (garages, aprons, and Common Parking Area spaces).

12.3. SPEED LIMIT

The speed limit within the Association is 15 miles per hour. Reckless operation, excessive speed and parking or driving on lawns is prohibited.
12.4. GUEST PARKING

Owners/renters are responsible for visitors, including overnight and weekend guests. Temporary parking for guests is allowed on the side drives and on the streets but must not block any resident’s access to and from the garage or street. These “long term” guests may park on the street in front of or as near as possible to the owner’s/renter’s unit where space is available. However, mailboxes shall not be blocked since mail carriers will not deliver if the boxes are blocked. Short-term guests, such as those for meetings or parties of typically one to three hours, may park at any available space that does not block a mailbox during daylight hours.

12.5. COMMERCIAL VEHICLES

No boats, trailers, motor homes, pickup trucks with larger than 3/4 ton load capacity, travel trailers, or any commercial vehicle with or without commercial advertising may be parked on any street or alley (Common Elements Areas) or driveway aprons (Limited Common Elements Area) overnight or in the two designated Common Parking Areas. Other vehicles used for recreation (van conversions/RV’s) not garageable will be permitted to park in the driveway (Limited Common Area) in front of the garage 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.

12.6. PARKING VARIANCES

If residents have an unusual parking concern of either a permanent or temporary duration, they should request a variance from these requirements (e.g., handicapped accessibility). Such variance shall be submitted in writing to the Management Agent explaining the need for such, applicable time period for variance, and proposed parking solution. The Board will take action on such request and, if granted, specify a specific time frame. If the Owner needs more time a request for extension shall be made in writing to the management agent prior to the expiration of the current variance. The Board reserves the right to assess a fee of $50 per month for such variances to the parking situation except in the case of a variance based upon disability or handicap.

12.7. INOPERABLE VEHICLES/REPAIRS

Inoperable vehicles (flat tires, expired license, etc.) or vehicles that appear to be abandoned, which are parked in any Common Area or Limited Common Area 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 Areas or Common Areas except for short-term emergency work (flat tires, battery change, etc.).

12.8. GARAGE DOORS

In order to maintain an orderly and harmonious appearance and for safety and security reasons, garage doors are to be kept closed when the garage is not in use.
13. TRASH COLLECTION

   A. Trash collection charges are included in the monthly fee assessment.

   B. Trash containers may be set out after 5:00 p.m. on the day preceding collection. Trash collection is currently on Friday and may be delayed for one day or more during a holiday week. Notices will be sent by the Property Manager and/or the trash contractor if the regular pickup day changes.

   C. Containers must be put away as soon as possible and not later than 9:00 p.m. on the day of collection.

   D. All trash for collection must be set out at the driveway apron in the rear alley or at such other location as may be designated by the Management Company and the Waste Hauler.

   E. Residents are responsible for cleaning up trash spillage from their containers.

   F. Trash containers, when not set out for collection, shall be kept inside the garage.
14. **LAMP POSTS & SECURITY LIGHTING**

The lampposts in the front yards and the light fixtures on the rear of the garage are the only things that provide the Association with street lighting. For this reason the Board has approved a policy requiring that the lamp posts be maintained in working order by the unit owner, replaced if necessary and be turned on and off by the owner or have sensors that turn the lights on at dusk and off at dawn. The front yard lights, rear garage lights and the front porch lights (including wiring and posts) are the unit owner’s responsibility to maintain and replace if necessary. Many owners have elected to install sensors in the exterior garage lights to provide some night lighting in the alley areas, and the Board urges everyone to adopt this practice.
15. MAINTENANCE AND REPAIRS

15.1. ASSOCIATION RESPONSIBILITIES

The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, 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, common streets, alleys and sidewalks, utility lines in the Common Elements, lawns, shrubs, trees, walkways, driveways, parking areas 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. However, the Association shall not be responsible for the cleaning and housekeeping of Limited Common Elements or components thereof, or for the removal of snow and ice from the Limited Common Areas or components thereof.

The Association shall maintain adequate reserve funds 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, and then only to the extent the net proceeds, after deductibles, are available for that purpose, the Association shall not have responsibility to pay the cost of repair or maintenance of any Unit, or component thereof, or replacement of personal property within a Unit, or improvements made by Unit Owners.

15.2. UNIT OWNER RESPONSIBILITIES

Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning and housekeeping with respect to Limited Common Elements appurtenant to that owner’s 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, screens, garage doors and exterior doors, including the frames, sashes and jambs, and the hardware thereof.

Maintenance, repair and replacement of items penetrating the siding and serving only that Unit are the responsibility of the Unit owner. This includes but is not limited to dryer vents, sump pump drain extensions, utility connections, faucets and wiring. Damages to the Common or Limited Common Elements (e.g., siding, framing) resulting from the repair or replacement of these components are also the responsibility of the Unit owner; this includes any damages resulting from the Unit Owner’s failure or negligence in maintaining these components in proper working order.

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 or occupant, or is 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 on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary and should be charged to the Unit
Owner shall be made by the Board (See EXHIBIT I – CHECKLIST OF COMMON MAINTENANCE RESPONSIBILITIES).
16. EXTERIOR ALTERATIONS/IMPROVEMENTS/APPEARANCES

16.1. ALTERATIONS TO BUILDINGS AND LANDSCAPING

Unit owners may desire to make alterations or improvements to their units from time to time. This Section explains the process for requesting changes, approval conditions needed to protect the Association from financial liability, and responsibilities and obligations of the unit owner with respect to future purchasers.

No alterations, improvements or additions may be made to the Common Elements of a unit (which includes) the exterior surface of the unit, nor may any trees or shrubs in the Common or Limited Elements be planted, transplanted or removed, without prior written approval of the Board of Directors. (As long as a shrub in a mulch bed is being replaced with the same type of plant by the unit owner, no prior approval is needed.) Trees may not be removed or replaced without Board approval. Pergolas, awnings, canopies and hot tubs are not permitted. Adding or removing shutters requires Board approval.

Unit owners are responsible to seek and hire contractors for any type of work described herein who are licensed bonded, and insured to perform the type of work specified and approved by the Board. Damages to the unit or the Common Elements caused by the contractor or as a result of the work performed by the contractor will be the responsibility of the unit owner. The Association retains the right to repair/correct any such damage and assess all involved costs to the unit owner.

All requests for Board approval under this Section 17 must be submitted on the Exterior Building Improvement Application (See EXHIBIT B – EXTERIOR BUILDING IMPROVEMENT APPLICATION).

16.1.1. REVIEW OF REQUESTS

The Board will review each request and meet with the unit owner if necessary. Requests must be received at least 30 days in advance of the anticipated start of work to permit sufficient time for Board review and discussions with the Unit Owner.

Reviews will include, but are not limited to, the following:

A. Compliance with the requirements of the Declaration and ByLaws.
B. Compliance with the Rules and Regulations of this Handbook.
C. Impact of the request upon the Unit, the Common Elements and the Limited Common Elements.
D. Potential costs to the Association in terms of future maintenance and insurance liabilities.
E. Impact on adjacent and nearby units.
F. Aesthetic considerations in terms of the appearance of the Association Common Elements.
G. Need to file an Affidavit of Fact re liability of future purchasers for the modifications.

Approvals (or disapprovals) will be issued in writing by the Management Agent after a decision is made by the Board. Since a unit owner and any future purchasers of the unit are responsible for any costs related to the improvements alterations for cleaning, maintenance, repairs or replacement, approval letters will contain appropriate warnings and conditions (See ASSOCIATION VERSUS OWNER RESPONSIBILITIES and FUTURE REPAIRS AND MAINTENANCE immediately below). If an Affidavit of Fact is required, the
approval will be conditioned upon the payment of the cost of filing and any related expenses; The cost of the Affidavit will be included in the approval letter and will constitute an official notice of assessment. No work may be commenced before approval is received and all conditions are satisfied. If work is started inappropriately, it may result in an enforcement assessment for violation of these rules and regulations and/or removal of the alterations that have been initiated or completed at the expense of the Unit Owner.

16.1.2. ASSOCIATION VERSUS OWNER RESPONSIBILITIES

Alterations and improvements and their related costs made to the interior or exterior of a unit after the completion of the original construction at the request of the Unit Owner become the responsibility of the Unit Owner and any subsequent owners. This includes cleaning, housekeeping, maintenance, repairs, replacement, and, if necessary, removal.

This means that in giving approvals for alterations or improvements, the Association must take steps to insure that not only the current Unit Owner, but also subsequent purchasers, are aware of their responsibilities and financial obligations. Failure to make certain of this could lead to claims on Association funds if disputes arise over responsibilities and to potential lawsuits from future purchasers against the Association, original Unit Owners or subsequent purchasers to recover or pay for costs related to the alterations or improvements.

Prior to the effective date of this revised Handbook, approval letters have put Unit Owners on notice of their future responsibilities and financial obligations. However, this does not provide legal assurance that subsequent purchasers receive full disclosure from sellers of the responsibilities and obligations that they are assuming with respect to alterations and improvements that prior owners have made to the unit.

The Association is advised that the prudent way to insure that subsequent purchasers become fully aware that alterations and improvements to a unit made by a previous owner will become their responsibility and to insure that the Association is not and does not become financially liable is to file an Affidavit of Fact with the Delaware County Auditor. The Affidavit will identify the Unit, the alterations and improvements and the responsibilities of any subsequent purchasers with respect to future related costs. The Affidavit will be discovered during the title search done before closing and transfer of ownership, thereby putting the purchaser on notice.

Effective with the date of this Handbook, all approvals issued under this Section 17 will require the preparation of an Affidavit of Fact and filing with the Delaware County auditor. The Board will cause the Affidavit to be prepared and filed, but the cost of preparing the Affidavit of Fact and the filing will be the responsibility of the Unit Owner making application for the modification. The cost charged to the Unit Owner will include legal fees, the recording fees and any other charges incurred in the preparation and filing of the affidavit. This amount must be paid to the Property Manager prior to the commencement of work.

16.1.3. FUTURE REPAIRS AND MAINTENANCE

If, in the judgment of the Board, a Unit Owner has failed to maintain an alteration or improvement and keep it in good repair, the Board will exercise its right to make appropriate repairs and assess the cost to the Unit Owner. At the direction of the Board, the Property Manager will issue a notice describing the repair/maintenance work that needs to be done and a 30-day deadline for compliance. If corrective action is not taken within the deadline or the Unit Owner does not submit an appropriate plan of action, the Board will direct the Property Manager to procure a qualified contractor to estimate the costs of the repair or maintenance work
and provide a final notice with estimated costs to the Unit Owner with an additional 5 days to come into compliance. If the Unit Owner does not comply, the contractor shall be directed to commence the maintenance or repair work, and the cost shall be assessed to the Unit Owner.

16.2. WINDOWS AND 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. Any variances must be approved by the Board of Directors. Applications must be received at least 10 days before the monthly meeting of the Board. Otherwise the application will be reviewed at the next month’s meeting.

16.3. SIGNS

No sign of any kind shall be displayed in the public view on the Condominium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; or (ii) on the Limited Common Areas, in a mulch bed, one professionally prepared sign not in excess of four square feet in size, advertising the Unit for sale.

16.4. SATELLITE DISHES

Satellite dish antennas of 1 meter in diameter or less, may be installed in the Limited Common Elements only, without permission from the Association. The unit owner must inform the Association in writing when and where the installation will take place prior to installation of the antenna. No dish antennas are permitted to be installed on the Common Elements, including the roofs, or sides of the building. Dishes installed which violate this rule will be subject to removal by the Association at the unit owner’s expense.

An approval by the Board does not in any way alter or limit the requirement of the Unit Owner to adhere to all Genoa Township Codes and Regulations, and those codes and regulations of other agencies governing such an installation (i.e.; the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, etc.). The Unit Owner is still required to obtain any and all permits, such as a building permit etc. required by law. Dish maintenance and/or repair are the responsibility of the Unit Owner. The Unit Owner is responsible for any additional unit maintenance and/or repair costs incurred as a result of the dish installation.

16.5. ELECTRICAL BACKUP GENERATORS

Electrical backup generators are permitted but must meet the specifications described in EXHIBIT F – BACKUP ELECTRICAL GENERATORS and must be placed adjacent to the garages at the alley end of the lot and not next to living spaces of bordering lots. No installation may take place without Board approval; installation requests must be made to the Management Agent using the Exterior Building Improvement Application (See EXHIBIT B – EXTERIOR BUILDING IMPROVEMENT APPLICATION).

16.6. RADON VENTILATION COMPONENTS

Radon mitigation installations must be submitted to the Property Manager for approval by the Board. Installation must not take place before Board approval is received. All work must be done by a licensed and bonded contractor and meet local building code requirements. The Unit owner is responsible for any damage to
siding or trim or other portions of the Common Elements resulting from the installation or subsequent use of all system components.
17. PATIO INSTALLATION, MAINTENANCE, LANDSCAPING AND REPLACEMENT

17.1. BACKGROUND

Patios are considered to be Limited Common Elements and, therefore, part of the Common Elements. Cleaning and housekeeping are the responsibility of the Unit Owner, but repairs, maintenance and replacement are the responsibility of the Association.

Research by the Board has determined that there was a complex mixture of standard patios and patio options offered by Continental (the original Developer) in their Phase 1 units and an even more complex issue in parts of Phase 1 and Phase 2 because of the additional options being given to purchasers by Romanelli and Hughes (the second Developer). These decisions were not under the control of the Association.

Therefore, the development has a wide variety of patios ranging from a stoop with a pad, areas with paver bricks and elaborate patios with retaining walls – all of different sizes. Further, there was no standard landscaping package for the patio areas at each unit, and some unit owners have made improvements to their patios and patio areas.

Obviously, there was a wide variation in the original installation cost to the purchaser in either Phase, and a potentially wide variation for the costs of maintenance, repair and replacement. The use of a standard patio and accompanying landscape design would have provided a consistently fair basis for estimating and including these costs in the fees. However, the Developer decisions to allow the use of individual preferences for the type and size of patios and the accompanying landscaping does not lend itself to a simple policy for maintenance, repairs or replacements.

17.2. POLICY

Acting through its authority to exercise business judgment to determine the allocation of funds for maintenance repairs (See Declaration, Article IX, Section 1), the Board has adopted the following policies for the use of Association funds for the repair, maintenance and replacement of patios:

A. Cleaning and housekeeping are the responsibility of the unit owner. This includes removal of any plant growth and other debris from paver joints and seams including where pavers, concrete or other material abutt the foundation walls of the unit. Treatment of mold or other algae is also a housekeeping responsibility. If the Unit Owner fails to do proper cleaning and housekeeping, or at the Unit Owners request, the Association will contract to have the work done and assess the cost to the Unit Owner as part of the fee assessment process. Periodic inspections will be made to determine if cleaning and housekeeping is being done properly. These actions will help to protect property values.

B. Unless it can be clearly demonstrated that there is existing damage or a clear threat to the foundation walls of the Unit, such things as concrete cracks, paver settling, wall movement and other cosmetic items will be repaired at the sole discretion of the Association. If the Unit Owner has caused the problem, the cost of the repairs shall be assessed to the Unit Owner. If the Board determines that expenditure of Association funds is unwarranted, the Unit Owner may elect to have the work done at their own expense. An Exterior Modification Request must be submitted prior to the work being done for approval by the Board.
C. The Association will not expend funds for modifications to, removal of, or replacements of patios and patio areas, including related landscaping. These actions are considered to be exterior modifications done at the expense of the Unit Owner and must be approved by the Board. Unit Owner requests must be submitted prior to any work being done on the Exterior Modification Request Form for Board approval.
18. LANDSCAPING POLICIES

18.1. BACKGROUND

Landscaping – trees, shrubs, flowers and lawns – is one of the Association’s most valuable assets. The landscaping provides owners with an aesthetically pleasing environment and contributes to property values. However, landscaping is one of the most significant operating costs and requires constant attention. Moreover, the Board is faced with the constant challenge of satisfying the individual preferences of 61 unit owners, maintaining a reasonable set of landscaping standards and keeping costs to a minimum.

Landscaping changes have several origins. Some are owner-desired changes to mulch beds, plantings, etc. Other changes are generated as plants, age, die, and require trimming or replacement. There is also severe overcrowding in many places as trees and shrubs outgrow their original locations in mulch beds and front and side yard areas. Tree roots in the narrow parkways cause damage to the sidewalks, curbs and gutters. Landscaping concerns will only increase as the Association continues to age.

As it addresses these problems, the Board is obligated to consider the fact that the landscaping is part of the Common and Limited Common Elements that are technically and legally the property of the Association – not of the unit owner. As such, landscaping expenditures at any location are a cost burden shared by every member of the Association unless the unit owner bears the cost - a key point to remember as owners make landscaping requests that are “unique” to their own unit. Fairness demands that each unit owner - not the Association - bear the cost burden for any landscaping or exterior improvements to their units that are based upon individual preferences.

To the extent possible, the Board would like to give each owner some leeway in design and planting of the mulch beds. However, the Board must preserve and protect its right and obligation to approve landscaping changes, particularly with respect to shrubs and trees in the mulch beds, yards, “islands” and parkways. There is a “fence to be straddled” as the Board makes decisions, but the Board must err on the side of preserving and maintaining the overall aesthetics of the Association property at a reasonable cost. It is important that there be a recognized set of landscaping standards that will apply throughout the property, provide a reasonable basis for Board decisions and allow some flexibility for individual preferences when feasible.

Consequently, the Board has adopted the following policies. The Board believes these policies reflect good management practices and strike an acceptable balance between individual preferences and the Board’s responsibilities that must deal with the entire community and Association property.

18.2. MULCH BEDS

A. Bed boundaries may be changed at owner’s expense with written Board approval. If expanded, any shrubs to be planted and their maintenance are at the unit owner’s expense.

B. Flower plantings within the mulch beds are at the unit owner’s option and cost and do not require Board approval. Dead flowering plants must be removed during and at the end of the growing season. Any costs incurred are the responsibility of the owner.
C. Shrubs in the mulch beds and Limited Common Elements may not be added, removed or replaced without Board approval. On an annual basis, the landscaping contractor will identify shrubs that should be pruned, removed or replaced in their professional judgment and will make recommendations to the Board. After review and approval by the Board, unit owners will be advised of contractor and Board decisions on their plantings, the number to be removed and the number and type of replacement shrubs. Replacement shrubs will be chosen from an approved list (below) based upon the contractor’s professional recommendation and will be purchased, planted and maintained at Association expense. Owners may elect not to accept these recommendations in order to select non-conforming or oversized shrubs, but they must be purchased and planted by the unit owner at their own expense after receiving written approval by the Board and must thereafter be maintained by the unit owner. The Association will continue servicing the mulch beds and pruning shrubs and bushes as necessary.

18.3. SHRUB AND BUSH REPLACEMENTS

There are other significant issues concerning replacement and maintenance of shrubs/bushes in mulch beds because of budget and fee issues and significant variations in landscaping around individual units:

A. Standard original packages/plantings
B. Owner/developer installed non-standard packages
C. Owner additional or replacement plantings

Because of these variations, the Board has adopted a policy limiting replacements at Association expense to the standard original plantings in mulch beds facing the streets. The number, variety and size of replacement shrubs will be governed by the availability of funding.

The Board believes that this was the fairest policy to adopt since the scale and scope of many plantings were choices made by individual owners (either on their own or working with the developer) and not by the Association. The leeway given to owners in the installation of original plantings, additions to mulch beds and other landscaping modifications have accommodated individual preferences, but all unit owners should not be required to share in costs that arise from individual choices on the quantity and quality of landscaping at each unit. However, it is still the responsibility of the Association, acting through the Board, to review and approve all changes to landscaping in order to maintain an aesthetically pleasing and consistent environment throughout the development.

The following shrubs must be used as replacements for mulch bed plantings:
A. Burning Bush
B. Spirea
C. Boxwood
D. Barberry
E. Hydrangea
F. Yew
G. Lilac

18.4. WATERING

There is no economical, feasible way for the Association to take on the responsibility for watering lawns, trees and shrubs. Therefore, during the summer months, Unit Owners are responsible for watering the grass, trees and
shrubs and flowers around their unit and in the parkway (the area between the street and the sidewalk) to help maintain a high quality community.

Although the Association is responsible for the maintenance and repair of lawns, trees and shrubs, Unit Owner assistance will help to control maintenance and replacement costs. The cost of repairs of landscaping damages in the Limited Common Elements and mulch beds caused by owner negligence or failure to water may be assessed to the Unit Owner and also result in the loss of the right to exercise owner options in the selection of landscaping items.

18.5. ORNAMENTAL LAWN TREES

Ornamental lawn trees may not be removed or replaced without Board approval. They are typically located on the Limited Common Elements in the yard areas between the sidewalks and the front or side of the unit or in the rear of the unit between the alley and the unit. On a periodic basis, the Board and landscaping company/arborist will make decisions on pruning, removing and/or replacing these trees at Association expense. All landscaping DECISIONS will take budget concerns into consideration.

Trees will be pruned to avoid contact with the unit exterior in order to prevent damage to siding, trim, rain gutters, drainage lines and roofs. If in the opinion of the Board and landscaping company/arborist the trees impede the growth of more desirable landscaping elements, the trees will be trimmed or removed.

Trees will be removed and not replaced if they have overgrown their location and other landscaping elements are sufficient to maintain the overall aesthetics of the property where located in the sole judgment of the Board. Smaller shrubs/bushes may be used as replacements at the discretion of the Board.

Owners wishing to do their own pruning of their ornamental trees should do so prior to each scheduled pruning date. The contractor will exercise professional judgment in determining if additional pruning is needed.

18.6. PARKWAY TREES

The parkway trees are the property of the Association. Pruning, removal and replacement will be controlled by the Board in consultation with the Management Company and the Landscaping Company/Arborist.

The Board has the following objectives for parkway trees:

A. Maintain the canopy height at a level that will not endanger walkers.
B. Promote a consistent appearance as trees are removed or replaced.
C. Eliminate trees that are damaging sidewalks, drainage lines, etc. with root systems.
D. Remove unsuitable and overcrowded trees.
E. Replace trees at greater spacing intervals to avoid overcrowding and control costs.

18.7. PRUNING OF MULCH BED PLANTINGS

The following deals with the pruning of shrubs and bushes in the mulch beds and does not apply to the pruning of ornamental lawn and parkway trees.
As part of the Association landscaping contract, mulch bed plantings are to be pruned 2-3 times a year to keep planted items from becoming overgrown, too large for their environment and/or unsightly in appearance. However, there is no guarantee that the pruning will satisfy the wishes of 61 individual unit owners. Administratively, neither the Board nor the Management Agent has the time and financial resources to deal with a host of individual requests, and they are not provided for in the landscaping contract. The Board has decided to have the landscaping contractor do all of the pruning in order to eliminate any need to log, track and monitor individual preferences, reduce the inevitable complaints about who was to do what and when and eliminate the problem of dealing with up to 61 individual preferences. The pruning procedure follows:

A. The contractor will notify the Association of each scheduled pruning at least one week in advance. (Everyone must recognize the exact date of pruning may fluctuate based upon weather conditions or other workload issues.)

B. The Board will send an email to all owners notifying them of the scheduled pruning date.

C. Owners wishing to do all or some pruning of their plantings should do so prior to each scheduled pruning date. The contractor will exercise professional judgment in determining if additional pruning is needed.

As provided in the Handbook, if an owner’s personal pruning activity fails to maintain a proper appearance in the opinion of the Board, written notice and a time period for corrective action will be sent to the unit owner. If necessary, the Association can direct corrective action by the landscaping contractor and, if appropriate, levy the cost upon the unit owner.

18.8. LANDSCAPE CHANGES/ADDITIONS IN THE LIMITED AND COMMON ELEMENTS

If you are interested in adding trees, shrubs, vegetable gardens or any other permanent landscape material or landscape lighting in the Common Elements and/or the Limited Common Elements of your Unit, detailed plans must be submitted in advance for written Board approval (See EXHIBIT A – EXTERIOR GROUNDS IMPROVEMENT APPLICATION). Applications must be received at least 10 days before the monthly meeting of the Board; otherwise the application will be reviewed at the next month’s meeting. Planting, maintenance and replacement of any such additions are the responsibility of the unit owner, not the Association. However, pruning will be done as described in Section 19.7 above.

The following items are prohibited:
  A. Awnings
  B. Canopies
  C. Hot Tubs
  D. Pergolas

The following items require Board approval:
  A. Use of railing planters
  B. Additions or changes to decks, walls and patios
  C. Removal or addition of window shutters
  D. Addition of exterior lighting
  E. Installation of trellises
19. UNIT PAINTING

19.1. ASSOCIATION/UNIT OWNER RESPONSIBILITIES

The Association has the responsibility to paint the exterior siding, trim, shutters, gas meter and piping, the exterior wall of the unit contained in a screen-in porch and the exterior surfaces of a screened-in porch of all units (garage doors, front and rear doors and storm doors are not included), the Community Center and the Pool storage shed. All units are placed on a rotation schedule to be painted at Association expense based upon the date the unit was added to the Association via an amendment to the Declaration. Annual painting decisions are also based upon an inspection and the condition of the exterior paint. Owners will be consulted about color choices prior to painting.

Painting of the garage doors, entry doors and the interior surfaces of a screened in porch except as noted above are the responsibility of the homeowner. Upon request by the Unit owner, the contractor will provide estimates to the owner for these additional items. Payment for these additional items must be arranged between the homeowner and the contractor. If in the opinion of the painting contractor and Board, the garage doors and other doors to the unit require painting and the owner does not take corrective action, the Board will authorize the contractor to paint and that cost will be assessed to the unit owner.

19.2. COLOR CHOICES

Color choices are limited to existing colors on Association units and are subject to approval by the Board of Directors. Unit owners are encouraged to keep the existing colors for siding, trim and shutters when their unit is designated for repainting. This will insure that only one coat of paint is needed for coverage (a cost consideration - see below) and that the colors within the Association remain acceptably compatible. Due to fading, weathering, variations in paint brands, etc., the contractor will be requested to select a color chip that is most nearly compatible, in their professional opinion, with the existing colors and present it to the unit owner for information and to the Board for approval.

If a Unit Owner wishes to change the exterior color of their unit, that unit will automatically receive two coats of paint in order to insure that the normal intervals between paintings by the Association can be preserved and that the old color does not “bleed” through the new color, thereby increasing potential future Association expenses. The cost of the second coat of paint shall be borne by the Unit Owner since the change of color is an individual preference. During the paint contractor bidding process, the Association will require contractors to identify the cost of the second coat of paint. Funds to cover the cost of the second coat must then be deposited with the Property Manager by the Unit Owner 30 days prior to the initiation of painting, or the unit will be painted its original color.

19.3. PAINTING BY OWNERS

A unit owner who wishes to paint their unit (siding, trim and/or shutters) ahead of the rotation schedule and at their own expense must follow these steps:

A. Submit an EXHIBIT B – EXTERIOR BUILDING IMPROVEMENT APPLICATION Form to the Property Manager describing the painting request including: the paint colors (See COLOR CHOICES), the brand of paint, the type of paint, life expectancy, finish and planned date of painting. Please answer
all the questions on the form. The application must be submitted and approved prior to painting.

B. The Property Manager will notify the Board that an application has been submitted. The Board will then contact the unit owner to discuss and review the request, verify paint colors, type of paint etc. Following this meeting, the Board will approve, reject or modify the request at its next monthly meeting and notify the unit owner. Reasonable and adequate time must be allotted to complete this process. Requests should be submitted at least 30 days in advance.

19.4. POLICY ENFORCEMENT

Inasmuch as the exteriors of the units are part of the community property of the Association, no exterior modifications or painting can be initiated without the written approval of the Board. In the event of failure to obtain advance approval, the Board and the Management Agent have the responsibility and authority to require the unit owner to repaint the unit with a type of paint and color that is approved by the Board. Absent corrective action on the part of the unit owner, the Association and the Board can take corrective action, up to and including repainting the unit with an acceptable paint grade, paint finish, and color, and assess the cost to the unit owner.
20. ARCHITECTURAL CONTROL/REGULATIONS

20.1. GENERAL POLICIES

Modifications, changes, additions, or improvements to the exterior of the unit buildings (including painting), Common Elements and Limited Common Elements shall not be made without prior written approval of the Board of Directors of the Association. Variance applications (See EXHIBIT B – EXTERIOR BUILDING IMPROVEMENT APPLICATION) must be submitted in writing to the Management Agent. Applications must be received at least 10 days before the monthly meeting of the Board; otherwise, the application will be reviewed at the next month’s meeting.

Unit owners making changes under this Section without prior approval of the Board or Property Manager will be sent a letter citing the violation and requesting an explanation. Absent a satisfactory explanation in the opinion of the Board, the Board, after notice and opportunity for hearing, may impose an enforcement assessment of $100. If the changes made are not approved after the fact by the Board, the Unit Owner must propose and take corrective action. Absent corrective action on the part of the Unit Owner, the Board reserves the Right to direct the Property Manager to take the necessary corrective action as approved by the Board and to assess the costs to the Unit Owner.

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

20.2. ARCHITECTURAL REGULATIONS

Architectural changes are governed by the following section of the Ohio Revised Code:

“Subject to rules the board of directors adopts pursuant to division (b)(5) of section 5311.081 of the revised code, the board may authorize use of limited common elements, as distinguished from the common elements and exclusive use areas, for the construction of open, unenclosed patios, hedges, decks, fences or similar improvements provided that the improvements are maintained and insured by the owner of the unit to which the limited common area is appurtenant. The construction of an addition to or and expansion of a unit into limited common elements or common elements may not be authorized without the consent of all unit owners.”

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 or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, and, if required, approved by all unit owners.

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 or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board (e.g., ornamental wreaths on doors).
Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board requires, as a condition to approval, that the responsibility for insuring, repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit owner and all future owners of that Unit.

20.3. STORM DOORS AND SCREENS

Storm doors in the front of the unit must be all glass with white trim or should match the front door color. Split glass panels and screens are permissible on the rear of the unit. The type of door, color variations and installation must be pre-approved by the Board of Directors. Installation requests shall be sent to the Property Manager on the Exterior Building Improvement Form (Exhibit B).
21. EXTERIOR LIGHTING/LANDSCAPE LIGHTS

21.1. APPROVAL PROCESS

This process is to be used by all Unit Owners who wish to add outdoor lighting to accent the landscaping or architectural features of individual units or provide additional lighting to walkways and steps for safety purposes. All lighting plans require the submission of an Exterior Grounds Improvement Application (See EXHIBIT A – EXTERIOR GROUNDS IMPROVEMENT APPLICATION) along with detailed plans and drawings. This includes placement, power supply, wiring type and layout, any penetration of unit walls/foundations, daily duration of the lighting, lighting control features, etc.

The plans will be reviewed and voted on by the Association Board of Directors. Each unit is unique in its location and proximity to others and each request will be evaluated on its own merit without regard to other plans that have been approved or rejected.

21.2. INSTALLATION AND OPERATION

Lighting systems must be installed by a licensed and bonded contractor and wired in accordance with all national and local electrical codes.

Installation, repair and maintenance costs are the responsibility of the Unit Owner. Any damages to the Unit caused by the lighting system are also the responsibility of the Unit Owner.

21.3. OTHER RESTRICTIONS

A. This Section does not cover or permit changes to the lighting that is currently attached to the units such as near the front door, in the patio area, or the garage area. It also does not cover or allow changes to the post lights that are universally used throughout the Association property.

B. There will be no lighting of curb/parkway trees.

C. The lights shall be adjusted as to not shine onto other unit buildings, limited common areas, or common areas. All bulbs should be shielded so that the bulb is not visible from the street or neighboring units.

D. All light fixtures shall be located in mulch beds and placed so they will not interfere with the mowing of the lawns.
22. RENTALS/LEASING

No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period of less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, 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.

Prior to the commencement of the term of a lease, the Unit Owner shall notify the Management Agent, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. The Unit Owner, as provided in the Bylaws, shall provide an executed copy of the Lease to the Management Agent or a certification that the lease contains the Association provisions immediately above. The Unit Owner shall also certify that a copy of the Rules, Bylaws, and Handbook were given to the tenant prior to or at the execution of the Lease. Failure to comply with the Leasing requirements will subject the Owner to Rules Enforcement procedures as set out in Exhibit C to this Handbook.

In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented, provided, that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, guarantor or purchaser, to rent the Unit(s) so acquired, or (ii) Developer, or Developer’s assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Developer or such successor.
EXHIBITS
EXHIBIT A – EXTERIOR GROUNDS IMPROVEMENT APPLICATION

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

NOTE: Please provide the specific type of plant or plants and the proposed location of the plant or plants. Please provide a landscape plan of the proposed planting. You will be contacted if additional information is needed.

Name:____________________________________________________________________________________

Address:__________________________________________________________________________________

Home Phone: _________________________ Work Phone: __________________________
Cell: _____________________________

Please describe the type of grounds improvement that you are requesting.

Please check one of the following.

_____ I will do the work myself.  _____ A professional will do the work.

Estimated start date: _________________  Estimated completion date: _________________

Please send this form to the Property Manager (see Directory for information).
EXHIBIT B – EXTERIOR BUILDING IMPROVEMENT APPLICATION

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

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: ____________________ Work Phone: ____________________
Cell: ___________________________

Please describe the type of building improvement that you are requesting. Attach diagrams, plans, additional text as needed.

Please check one of the following.

_____ I will do the work myself.  _____ A professional will do the work.

Estimated start date: _________________  Estimated completion date: _________________

Please send this form to the Property Manager (see Directory for information).
EXHIBIT C – RULES ENFORCEMENT AND DISPUTE RESOLUTION POLICY

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

The enforcement of the Condominium Association Rules and Regulations and of the Covenants 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 OF INFRACTIONS

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

Step 1: Reporting the Violation

Using the Website, the complaining party must submit EXHIBIT D, COMPLAINT OF VIOLATION OF DECLARATION, BYLAWS OR HANDBOOK to the Property Manager (copies will automatically be sent to the Board members).

Step 2: Resolution Process

The Property Manager, in consultation with the Board, will determine if the complaint describes a potential violation of the Declaration, the Bylaws or the Association Handbook. If not, the Property Manager will send a written response explaining the decision to the complainant. This response should be sent within 14 calendar days of the complaint filing.

If there appears to be a violation, the Property Manager, in consultation with the Board, will send a written notification to the unit owner describing the violation or property damage along with the following information:

a. The amount of the proposed charge or assessment;

b. A statement that the owner has a right to a hearing before the board of directors to contest the proposed charge or assessment;

c. A statement setting forth the procedures to request a hearing as outlined below;

d. A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

B. HEARING PROCEDURE FOR POSSIBLE VIOLATION ASSESSMENT

a. To request a hearing, the owner shall deliver a written notice to the board of directors not later than the tenth day after receiving the notice. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the board may immediately impose a charge for damages or an enforcement assessment.

b. If a unit owner requests a hearing, at least seven days prior to the hearing the board of directors shall provide the unit owner with a written notice that includes the date, time, and location of the hearing.
c. The board of directors shall not levy a charge or assessment before holding any hearing requested.

d. The unit owners, through the board of directors, may allow a reasonable time to cure a violation described before imposing a charge or assessment.

e. Within thirty days following a hearing at which the board of directors imposes a charge or assessment, the association shall deliver a written notice of the charge or assessment to the unit owner.

f. Any written notice shall be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.

C. SUSPENSION OF VOTING PRIVILEGES

Voting privileges are suspended for any unit owner who remains delinquent in the payment of any lawful assessment for any period of time longer than 30 days and shall continue in effect until the assessments of the unit owner are brought current.

D. LEGAL ACTION

The imposition of any other sanction shall not limit the right of Board of Directors of The Homestead at Highland Lakes Condominium Association at any time to seek and obtain such remedies as may be available by law for such violation.
EXHIBIT D – FORMAL COMPLAINT OF VIOLATION OF DECLARATION, BYLAWS OR HANDBOOK

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

VIOLATOR(S):

Name:____________________________________________________________________________________

Address:__________________________________________________________________________________

VIOLATION(S)/HANDBOOK SECTIONS: _____________________________________________________

A. Describe nature, location, time, date, etc., of the violation:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

B. Recommended corrective action:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Complainant Signature: ______________________________________________ Date: ___________________

Address: ____________________________________________________ Phone: _______________________

Please send this form to the Property Manager (see Directory for information) and deliver a copy to a member of the Board of Directors.
EXHIBIT E - COMMUNITY CENTER/CLUBHOUSE CLEANING CHECKLIST

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

Clubhouse Areas (Main Room, Hallways, etc.)
- Clean all tables, chairs and other furnishings
- Vacuum all rugs
- Mop hard surfaces
- Spot clean any spills
- Return all furniture to its original position

Kitchen
- Clean counters
- Clean the appliances
- Vacuum
- Mop hard surfaces
- Clean sink
- Remove trash and unused food

Restrooms
- Clean commodes
- Clean sinks
- Wipe off counters
- Clean mirrors
- Vacuum
- Remove trash
- Mop hard surfaces

Front and Rear Porch Areas (If used)
- Sweep and clean
- Clean up spills
- Collect and remove trash


PLEASE TURN OUT ALL LIGHTS UNLESS THE LIGHT SWITCHES ARE MARKED WITH INSTRUCTIONS TO LEAVE THEM ON (A SECURITY PRECAUTION) AND LOCK ALL DOORS.

IF YOU ENCOUNTER ANY UNUSUAL CONDITIONS OR HAVE QUESTIONS, PLEASE CALL THE PROPERTY MANAGER.
EXHIBIT F – BACKUP ELECTRICAL GENERATORS

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

All permanent backup or standby generators (portable systems are not allowed) and their location must be approved by the Board before installation, and be in accordance with the following guidelines:

The backup or standby generator shall be installed on a small pad located outside the unit/residence and be attached to the unit’s electric power box by means of an automatic transfer switch. Power, for the generator, shall be provided by natural gas or gasoline (via a built-in fuel tank). Propane powered generators are not allowed. The generator shall be enclosed with a Sound Enclosure, whose size, shape, and color are approved by the board. The Sound Enclosure shall keep the generator’s operating noise level to 65 dB(A) at seven meters (23 feet), or less. The generator shall be powerful enough to start and run the unit’s sump pump, central air conditioning, as well as the unit’s other appliances and electronics. The generator shall meet all governing codes (State, Local and National). The generator shall be located as follows:

A. The exhaust is completely aimed away from any structure (or any future structure).
B. The exhaust is not directed at any patio or any area where people congregate.
C. The nearest window, door or similar structure opening is at least five feet from the exhaust end of the generator.
D. Furnace and any other similar intakes are at least ten feet from the exhaust end of the generator.
E. No plants or shrubs or other combustibles are allowed within five feet of the exhaust end of the generator or three feet of the generator Sound Enclosure, to ensure proper generator cooling.
F. The generator exhaust must be directed away from the unit’s air conditioning condenser.

SUBMITTAL

The Submittal for Approval should, as a minimum, include: The Manufacturer’s specifications, which include; Model Name, standby power rating, maximum power rating, fuel type, operating sound level, sound enclosure size, shape and color. A Plot Plan showing the location of the generator in relation to the adjacent unit(s) wall(s), and the location of all windows, doors, louvers, furnace intakes, and air conditioner condensers within 15 feet of the proposed generator.
A. DECLARATION REQUIREMENTS

The following is a summary of Article XI – INSURANCE: LOSSES – Pages 8-11 in the Declaration. These requirements and options can only be changed by a 75% vote of the unit owners. This summary is no substitute for reading the Declaration.

Section 1. Fire and Extended Coverage (Master Policy)

This is mandatory coverage the Association must carry for all structures, buildings, fixtures and common personal property constituting a part of the Common Elements, the Limited Common Elements or common property of the Association. This is our basic insurance against loss by fire, lightning, and such other hazards and perils which are customarily covered. It is to be paid for by the Association as a common expense. It is primary, even if a Unit owner has other insurance that covers the same loss. It does not cover an owner’s individual personal property.

Section 2. Liability Insurance

This is mandatory general liability insurance covering all of the Common Elements, public ways and any other areas under the Association’s supervision.

Section 3. Fidelity Coverage

This is mandatory fidelity insurance providing coverage for the Association against dishonest acts on the part of Directors, managers, employees, agents and volunteers responsible for or handling funds belonging to or administered by the Association.

Section 4. Hazard Insurance Carrier

This specifies the rating criteria the Carrier must meet when hazard insurance is purchased by the Association.

Section 5. Other Association Insurance

This section authorizes the Board to purchase and maintain, at the Association’s cost and as a common expense, contractual liability insurance, Directors’ and officers’ liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative: Power of Attorney

This authorizes the Board, under any insurance policy obtained by the Association, to designate an authorized representative who shall have exclusive authority to negotiate losses and take other actions under any such policy. By accepting a deed to an Association unit, each owner as has irrevocably appointed the Association or
its designated representative to act as Attorney-in-Fact on all matters related to any insurance policy obtained by the Association.

Section 7. Unit Owner’s Insurance (This section is quoted in its entirety)

Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as the Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who or acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds.

Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly to as “tenants’ improvements and betterments”. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Associations, its officers and Directors, and all other Unit owners and occupants.

Section 8. Sufficient Insurance

In the event of a loss and the recovery of sufficient insurance proceeds to make repairs, such repairs shall be undertaken. However within 60 days of the event causing the loss, the unit owners may elect to terminate the Association and the repairs shall not be undertaken.

Section 9. Insufficient Insurance

In the event of a loss that is not covered by insurance or if there are insufficient insurance proceeds to make repairs, the Association shall make repairs at the expense (to the extent it is not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Elements. Failure to pay may be enforced in the same manner as provided for the nonpayment of fee assessments. However within 60 days of the event causing the loss, the unit owners may elect to terminate the Association and the repairs shall not be undertaken.

(Re §’s 8 and 9 – A VOTE OF 80% IS REQUIRED TO TERMINATE THE ASSOCIATION)

Section 10. Lender Requirements

The Association is mandated to maintain hazard, liability and fidelity insurance coverage conforming to the requirements of lenders, guarantors or insurers of first mortgage loans on owner units.
B. SINGLE ENTITY COVERAGE

The Declaration insurance mandates effectively require the Association to carry “single entity” coverage in the Association Master Policy. "Single entity" coverage means that the association insures the buildings as well as certain fixtures inside units including carpeting, cabinets and appliances. Also, per the Declaration and Bylaws, building coverage is limited to the original condominium plans and specifications for each unit. The Master Policy also covers the clubhouse, pool, all common and limited common elements and other property owned in common by the Association.

The Association’s Master Policy includes Guaranteed Replacement Costs on buildings, structures and units with a $5000 deductible. There is also General Liability coverage and Fidelity Coverage for the Board and members of committees. The Property Manager also carries General Liability coverage in the amount of $5,000,000.

The unit owner is responsible for his or her personal property inside the unit and for any additions, alterations or permanent upgrades made to the original structure, including, but not limited to, carpeting, wall coverings and lighting fixtures. Each owner should have a “Condominium Owners Policy” to cover these items as they are not covered by the Association’s Master Policy.

C. CONDOMINIUM OWNERS POLICY

After determining what components of your unit you are responsible for insuring as a unit owner, you should determine out the additional amount of coverage needed for your unit. Your policy should cover all items not covered by the association’s master policy and any improvements you have made to the property. For example, if your association’s master policy is a single entity policy, it will cover a certain dollar amount for your carpet based upon the original plans and specifications. If you upgraded or upgrade your carpet, you are responsible to insure the difference between the master policy’s coverage and the value of your upgraded or new carpet. You should have the HO-6 form of insurance policy in common use for insuring condominium units and contents.
EXHIBIT H – CLUBHOUSE RENTAL REQUEST FORM

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

Unit Owner: _______________________________________________________________________________

Address: __________________________________________________________________________________

Date Submitted: ________________________ (Must be two weeks in advance of rental date)

RENTAL FEE ($50) AND RENTAL DEPOSIT ($150) MUST BE ENCLOSED.

Rental Date: ____________________________ (Limited to one day)

Rental Times (AM/PM): Start Time:_________________ End Time: _______________________

Rental Purpose: ____________________________________________________________________________
_________________________________________________________________________________________

(The Community Center may only be rented by Unit Owners for family and personal events. It may not be rented by a Unit Owner on behalf of any other person or organization. Please see the Community Center Rules and Regulations in the Association Handbook for more information.)

Number Of Attendees: __________________

RENTING OWNERS ARE RESPONSIBLE FOR CLEANING UP AND RESTORING THE COMMUNITY CENTER TO ITS ORIGINAL CONDITION NO LATER THAN NOON OF THE DAY FOLLOWING THE RENTAL (SEE EXHIBIT E – COMMUNITY CENTER/CLUBHOUSE CLEANING CHECKLIST).

Deliver, mail or e-mail this form to the PROPERTY MANAGER two weeks prior to your requested rental date.
EXHIBIT I – CHECKLIST OF COMMON MAINTENANCE RESPONSIBILITIES

HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM ASSOCIATION

THIS CHECKLIST IS NOT INTENDED TO BE ALL INCLUSIVE. IF YOU HAVE QUESTIONS, PLEASE CALL THE PROPERTY MANAGER FOR INFORMATION.

BASEMENT FLOORS
Basement floors are considered to be a part of the Unit and are the Unit Owner’s responsibility.

CHIMNEYS
a. Vents and dampers within units and dryer vents penetrating exterior walls - Owner
b. Exterior flue and flashing - Association

DOORS - (EXTERIOR ENTRY & STORM/SCREEN DOORS, GARAGE DOORS)
a. Maintenance, repair and replacement – Owner
b. Frames, sashes, jambs, sills, hardware, etc. - Owner

HANGING PLANTS AND RAILING PLANTERS
a. Maintenance, repair and replacement - Owner
b. Damage to siding, railings, soffits and trim - Owner

FOUNDATION WALLS, FOOTERS, DRAINS
Cracks, bowing, settling and other foundation problems will be repaired at the discretion of the Association.

GARAGES
a. Structural maintenance, siding, trim - Association
b. Garage doors and related hardware - Owner

HEATING & AIR CONDITIONING SYSTEMS
All interior and exterior components are the responsibility of the Owner

INTERIOR DAMAGE
In the event of a question about owner versus Association responsibility for interior damage, the owner should first contact their own insurance company to determine coverage and notify the Property Manager. If there is a dispute between the owner’s insurance company and the Association’s insurance company, the two insurance carriers will negotiate and resolve the conflict. Except to the extent that a loss is covered by insurance maintained by the Association, the Association does not have the responsibility to repair or maintain any Unit, or component thereof, or personal property within a Unit.

LAMP POSTS AND EXTERIOR LIGHT FIXTURES
a. Maintenance and repair of all components - Owner
b. Changing light bulbs and electric eyes - Owner
LANDSCAPING
   a. Mowing, fertilizing, mulching, pruning, replacement - Association
   b. Care and replacement of shrubs and other plantings installed by Owner - Owner
   c. Watering of lawns, shrubs, flowers, trees and mulch beds - Owner

MAILBOXES
   Repair and replacement of mailbox posts will be handled by the Association. Mailboxes will be replaced at the Unit Owner’s expense. Placement of mailboxes is controlled by the US Postal Service.

PAINTING - (See UNIT PAINTING)
   a. Entry and garage doors - Owner
   b. Building exterior - Association
   c. Exterior color selections - Association (Owners will be consulted)

PATIOS (See PATIO INSTALLATION, MAINTENANCE, LANDSCAPING AND REPLACEMENT)

ROOFS
   Repair and replacement of roof shingles, flashing, gutters and downspouts - Association

SNOW REMOVAL - (See SNOW PLOWING)

STREETS, SIDEWALKS, CURBS AND GUTTERS
   a. All of these infrastructure components are the responsibility of Association.
   b. Driveway aprons behind garages may be sealed by the Owner with Board Approval. Please submit an Exterior Modification Request.

SUMP PUMPS
   a. Maintenance, repair and replacement - Owner
   b. Damages caused by failure of sump pump - Owner

WALLS
   a. Interior walls - Owner
   b. Structural components of exterior walls and siding - Association

WINDOWS
   a. Maintenance, repair and replacement - Owner
   b. Frames, sashes, jambs, sills, hardware, etc. - Owner
   c. Exterior shutters - Association

UTILITY LINES - (GAS, WATER, ELECTRIC, CABLE, TELEPHONE)
   a. Interior and exterior components of utility lines servicing only one unit - Owner
   b. Exterior components of utility lines servicing more than one unit - Association
   c. All interior wiring - Owner