

WAGGONER PARK CONDOMINIUM ASSOCIATION

COMMUNITY GUIDELINES HANDBOOK

Revisions: June 2023

This Handbook has been prepared to provide a ready reference of general information about the Waggoner Park Condominium Association Rules, and the responsibilities of the Association and the Unit Owners. This is not a substitute for the Declaration and by-laws.

In the event of a conflict between this handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities, or an interpretation of the rules, should be directed to the Board of Directors via Towne Properties (association management company).

Additional information can be found on the Waggoner Park Condominium Association's website.

www.WaggonerPark.com

Contents

1. Introduction..... 3

2. Important Telephone Numbers 3

3. Board of Directors 4

4. Financial Matters 4

5. Unit, Common and Limited Common Areas 6

6. Planting/Personal Decorations 7

7. Visible Areas..... 8

8. Parking Regulations 8

9. Signs 9

10. Noise Violation..... 10

11. Pet Policy..... 10

12. Investor Owners/Off-Site Owners 11

13. Architecture 12

14. Security/Storm Doors 12

15. Storage on Common Areas..... 12

16. Portable Basketball Hoops..... 12

17. Flags/Deployment/Team 12

18. Patio Fences, Exposed Wood Steps/Landing/Unit Doors..... 13

19. Grills/Open Flame Cooking Devices/Dryer Vents 14

20. Fireworks..... 14

21. Waste-Compactor/Bulk Pick Up 14

22. Variances 15

23. Compliant Procedure..... 15

24. Rule for Insurance Deductible 15

Appendix A: Pool Rules 17

Appendix B: Fitness Center Rules..... 20

Appendix C: Clubhouse Use Guidelines 21

1. Introduction

By law, all condominium communities must have an Association of its owners to provide the services necessary for safety, general property maintenance, and long-term obligations. The condominium fees provide the money to pay for these services and to have for major future expenses such as roofing, painting, tree replacement, and street repair. The Association elects a Board of Directors, which is responsible for administering the condominium. The Board has established rules for the welfare and harmony of all residents, as well as for the protection of the community. It is the duty of each owner or tenant to become familiar with the rules and ensure compliance by all members of the household, including guests.

2. Important Telephone Numbers

Property Management Company

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

Tele: (614) 781-0055
Fax: (614) 781-0832

Non-Emergency Police	(614) 645-4545
Emergency	911
Non-Emergency Medical or Fire	(614) 221-2345
Poison Center of Central Ohio	(800) 222-1212

Broad & James Towing (614) 231-8697

City of Columbus (614) 645-8100

Columbia Gas (800) 282-0157
- gas odor emergency

Spectrum Internet & Cable (614) 236-1201
WOW Internet & Cable (866) 496-9669
AT&T (800) 660-1000

Pioneer Energy Management (614) 442-7100
Water Billing – questions and set up

Blacklick Post Office (614) 866-3031
Contact USPS for mailbox keys and location

3. Board of Directors

The Board of Directors has been delegated by the by-laws, the responsibility of operation and management of the Association's affairs. The Board of Directors consists of six owners of the Waggoner Park Condominium Association, each elected by fellow owners at the annual meeting during the first quarter of each year. Each Director is elected to a three-year term. In the event that an elected Director resigns, the board may appoint a Director to fill the vacant position until the next annual meeting.

Notification of the Association's Annual Meeting will be sent to all owners by US Mail.

Contacting the Board of Directors:

Email: board@waggonerpark.com
Postal Mail: Waggoner Park Board of Directors
777-A Dearborn Park Lane
Worthington, OH 43085

4. Financial Matters

Association fees are payable to Waggoner Park Condominium Association on the first of each month. Fees should be mailed with the coupons provided by Towne Properties, processed through your bank's bill payer service, or sent through the online third-party payment processor. Further payment information can be received from Towne Properties.

LEGAL FEES

All legal fees incurred by the Association with regard to collecting delinquent fees or assessments will be the owner's responsibility and added to the owner's unit account.

All legal fees incurred by the Association with regard to violations of the Association's rules will be the owner's responsibility and added to the owner's unit account.

DELINQUENT ASSESSMENT PAYMENT POLICY – THIS APPLIES TO REGULAR CONDO FEES, SPECIAL ASSESSMENTS AND ENFORCEMENT ASSESSMENTS.

1. A late charge of \$25.00 will be added to any account when payment is received after the 10th day of the month.
2. The management company will mail delinquent notices out monthly to the owner at a cost of \$5.00 per notice which is charged to the owner's account as well.
3. 31 days past due - **Access to all Association's facilities (clubhouse, fitness centers and pools) will be suspended on unit accounts with unpaid fees or assessments.**
4. 60 days past due - Notice of a delinquent account is sent via certified mail. Legal fees will be added to any unit account that receives an attorney letter.
5. 90 days past due - Lien will be filed. Legal fees will be added to any unit account that a lien is filed against.

6. 120 days past due - The Board of Directors will authorize foreclosure proceedings to force sale of the unit to obtain payment of outstanding fees. If foreclosure proceedings are necessary, owner will pay all legal fees incurred by the Association.

ENFORCEMENT ASSESSMENTS

Enforcement assessments against owners and tenants for violations of the By-Laws, Declarations, or Association Rules will be assessed against the unit owner. Responsibility for information regarding rules for living at Waggoner Park Condominiums lies with each unit owner. Off-site owners should refer to standard Board approved lease to ensure all Waggoner Park policies are clear to their tenants.

ENFORCEMENT ASSESSMENT POLICY

In the event that policies are violated, an owner takes the risk of receiving an enforcement assessment. The enforcement assessment process is: 1st letter - Notice to Cure, 2nd letter - Notice of Intention to assess \$50.00 Fine, 3rd letter - \$100.00 enforcement assessment. If the matter is not resolved after the 3rd letter, the Association will continue to levy a \$200.00 enforcement assessment every 30 days until the violation is corrected. Enforcement assessments charged to an owner's account are due within 14 days.

APPEAL PROCESS

An owner who receives an enforcement assessment letter has the right to request a hearing with the Board of Directors. In compliance with Ohio Condominium Law, the owner must deliver written notice to the Board of Directors or Towne Properties no later than the tenth day after receiving the enforcement assessment letter. Failure to timely request a hearing with the Board of Directors will result in forfeiture of the appeal.

The Board will allow a single rescheduling of the original hearing with 24-hour notice prior to the original scheduled hearing. Any second cancellation of a scheduled hearing by the unit owner will result in the forfeiture of the right to said hearing.

Ohio Revised Code, Chapter 5311.081 Division C:

(1) Prior to imposing a charge for damages or an enforcement assessment pursuant to division (B) (12) of this section, the Board of Directors shall give the unit owner a written notice that includes all of the following:

- (a) A description of the property damage or violation;
- (b) The amount of the proposed charge or assessment;
- (c) A statement that the owner has a right to a hearing before the Board of Directors to contest the proposed charge or assessment;
- (d) A statement setting forth the procedures to request a hearing pursuant to division (C)(2) of this section;
- (e) A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

(2) (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 required by division (C)(1) of this section. 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 pursuant to division (C) of this section.

(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.

(3) The Board of Directors shall not levy a charge or assessment before holding any hearing requested pursuant to division (C)(2) of this section.

(4) The unit owners, through the Board of Directors, may allow a reasonable time to cure a violation described in division (8)(12) of this section before imposing a charge or assessment.

(5) Within 30 days following a hearing at which the Board of Directors imposes a charge or assessment, the unit owners association shall deliver a written notice of the charge or assessment to the unit owner.

(6) Any written notice that division (C) of this section requires 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.

The complete text of Ohio Revised Code, Title LIII - Real Property, Chapter 5311 can be found online at: <http://onlinedocs.andersonpublishing.com/>.

The following restrictions will be enforced, and violators will be penalized as noted above in the "Violation Assessment Policy"

5. Unit, Common and Limited Common Areas

Nothing shall be done in any Unit, or to the Common or Limited Common Areas, which may impair the structural integrity of the Unit, or Common or Limited Common Areas.

UNIT USES

No Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit.

No Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility.

COMMON AREAS/LIMITED COMMON AREAS

No Common or Limited Common Areas shall be used for any purpose other than to enhance the health, safety, welfare, convenience, comfort, recreation or enjoyment of unit owners and occupants.

Common Areas Description (Declarations, Article VI, Section 1):

"All of the Common Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as part of a Unit, are Common Area."

Limited Common Areas Description (Declarations, Article VI, Section 2)

“Those portions of the Common Areas that are labeled or designated "Limited Common Areas" on the Drawings, are Limited Common Areas. In the case of each Unit in the initial stage of the Condominium, those Limited Common Areas consist of front porch areas on all Units, and as to the four (4) Units in the four (4) Unit Reserve II style building, two (2) parking spaces per Unit in a detached garage building, the area between the rear of the Unit and the detached parking garage building, which area may include a 10' x 14' concrete paver patio and two (2) parking spaces immediately outside the garage door opening, in all Brickshire II style buildings with B type Units with and attached front load single car garage, a 10' x 14' rear yard concrete paver patio and a single parking space immediately adjacent to the opening of a single car garage, in all Brickshire III style buildings with C type Units with an attached rear load single car garage, a 10' x 14' rear yard concrete paver patio and a single parking space immediately adjacent to the opening of the single car garage, and in all Brickshire III style buildings with C type Units with an attached rear load two (2) car garage, a 10' x 14' rear yard concrete paver patio and two (2) parking spaces immediately adjacent to the opening of the garage. Each such Limited Common Area is reserved for the exclusive use of the owners and Occupants of the Unit it is described, designed or designated to serve.”

6. Planting/Personal Decorations

Unit Owners are permitted to plant flowers/plants outside their units provided owners adhere to the following guidelines:

1. Owners may not plant trees.
2. All shrubs or perennials must have written permission from the Board of Directors.
3. Annual flowers are permitted planted directly into the mulch beds. Two shepherd's hooks are permitted to hold hanging baskets. No potted plants are permitted in mulch beds.
4. Owners may display up to two (2) hanging flower baskets on the porch. Flowers boxes held in place by removable brackets may be hung from railings.
5. Owners may display two potted plants on the steps in front of their unit. These pots may not obstruct walkways. Pots may not exceed 20" x 20" in size and must be heavy enough to prevent them from being carried away by the wind.
6. Unit owners are responsible for maintaining flowers/plants they choose to plant outside their units and in appropriate containers.
7. If owners do not adhere to this policy, or the unit owner chooses not to maintain them, the Association will remove flowers/plants and assess the cost of the removal to the unit owner.
8. Porches, railings, steps or common areas are not to be used to store hoses, gardening tools, potting soil, sprinkling cans, pet waste tools, cigarette receptacles, beach towels, swimwear, etc.
9. Unit owners may display one wreath or similar sized decoration on the front door of their unit.

Any personal decorations other than those listed above are prohibited in the common areas without prior written approval from the Board. This includes, but is not limited to: landscape lights, benches, lawn chairs, decorative flags, bird houses, birdfeeders, flower/plant trellises, figurines (concrete or other material), etc.

Holiday Decorations may be displayed in the common area and limited common area immediately in front of individual units, between October 10th and January 15th only.

7. Visible Areas

Please be aware of Article III, Section 2, Paragraph D of the Waggoner Park Condominium's Declarations:

"Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds, all of which must appear white from the outside) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizen's band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but in such case, subject to such lawful rules and regulations as the Board may adopt from time to time."

SATELLITE RECEIVERS (SATELLITE DISH)

Owners choosing to use satellite receivers must submit a written installation request to the Board of Directors or property management and receive written approval before installation of a satellite receiver. No satellite receivers may be attached to any building.

8. Parking Regulations

Parking is allowed in designated parking areas only. The Board reserves the right to tow any vehicle in violation of this policy.

DESIGNATED PARKING AREAS

The following are considered to be designated parking areas:

1. Any of the public parking spaces installed by the developer. These parking spaces are marked with white parking lines. Curbs and asphalt areas not marked with white lines designating a parking space are not considered designated parking areas.
2. Parking as designated in the Limited Common Areas Description (Declarations, Article VI, Section 2)

STORAGE - UNSIGHTLY CONDITION

No vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is in a condition that is deemed a nuisance by the Board of Directors. Further, no vehicle shall be parked or stored on any roadway, parking area or other paved area of the Condominium Property that is covered, in whole or in part, by a canvas, plastic or other protective covering. Nor shall any parts of vehicles (i.e. tires, truck cabs, etc.) be stored anywhere on the outside perimeters of the units or common areas.

COMMERCIAL OR RECREATIONAL VEHICLES

Except as otherwise expressly provided by the Community Guidelines Handbook, no commercial vehicle, boat, trailer, camper, or recreational vehicle, shall be parked on any roadway, parking area or unpaved area of the Condominium Property. Nothing contained in this Section shall be construed to prohibit the infrequent parking for periods of time that are reasonable under the circumstances of:

1. An emergency vehicle (fire, police, etc.).
2. A vehicle operated by a person providing repairs, maintenance or other services, to a unit or to any part of the Common Areas, to a Unit owner, to a Tenant or to the Association, or for similar non- social purposes. This vehicle must be parked in a designated parking area. (See above section regarding Designated Parking Areas)
3. A trailer, camper or other vehicle for the purpose of loading or unloading the same (36-hour limit within a seven-day period of time). This vehicle must be parked in a designated parking area. (See above section regarding Designated Parking Areas)
4. Because the placement or removal of a PODS/Storage unit requires empty parking spaces on either side of the space necessary to place a PODS/Storage Unit, the use of PODS/Storage Unit requires prior written approval by the board.

NON-OPERABLE VEHICLES/REPAIRS

No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property in a non-operable condition for more than 48 hours. **NO** repairs shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Property, except for repairs requiring only a brief time, not to exceed 24 hours. These repairs should not result in noise or other nuisance that would be unreasonably disturbing to another person and shall not prevent the passage of another vehicle or cause damage to the blacktop area.

LICENSE REQUIRED

No vehicle that is not validly licensed for operation on Ohio roads and highways shall be parked or stored on any roadway, parking area or other area of the Condominium Property.

EXCESSIVE SPEED

The speed limit throughout the entire community is **15 mph**. The use of excessive speed within the community is strictly prohibited. Motor vehicle operators should be cognizant of the fact that the community is home to many children and pet owners who are frequently pedestrians on the roadways.

9. Signs

Please be aware of Article III, Section 2, Paragraph H of the Waggoner Park Condominiums Declarations:

Signs

No sign of any kind shall be displayed to 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, (ii) on the interior side of the window of a Unit, one professionally prepared sign, not in excess of nine square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the initial sale and rental period.)

During the sale of a unit an information box may be attached to a stake and placed in the mulched area adjacent to the front entryway. Information boxes/tubes may not be attached to the handrails.

Security Signs

One security sign may be placed in the mulched common area in front of a unit. The sign may not exceed 24" in height. (Security window decals are also allowed. One decal may be placed in a lower corner of each window).

10. Noise Violation

Please remember to be courteous to your neighbors and keep stereo, TV, conversation, and animal noise, both in and outside the units, to a reasonable level.

If a noise incident requires immediate attention, please contact the Columbus Police non-emergency number (614) 645-4545. After filing a report with the police, please send separate notice to the property management in writing so that a record can be kept for future reference. It is not the responsibility of the association or property management to report noise violations to the police.

11. Pet Policy

Generally accepted pets are birds, cats, dogs, fish, etc. Breeding of animals for commercial purposes is prohibited. The following rules regarding pets will be enforced:

1. No pet is allowed to roam unleashed on the common areas of the Association Property. Common areas include any green space immediately in front, behind and between units, and all open green areas around the community.
2. Animals may not be left out unattended. Animals may be tied out provided the animal is in the immediate physical presence of its owner at all times.
3. Animals that are tied out must not be able to reach or obstruct any persons or other animals using a walkway or adjoining common or limited-common area on the Association's property.
4. Pet owners are responsible for immediately cleaning up pet waste on the Association's property.
5. Pet owners are responsible for disposing of pet waste in appropriate trash receptacles.
6. Owners may not place or store trash or pet waste receptacles/equipment/tools of any kind outside of the front of their unit.
7. Pet owners are not permitted to use sewers for the disposal of droppings or cat litter.
8. No pet is allowed to enter any body of water on the Association's property.
9. Any damage to the Association's common or limited-common areas that result from excessive animal waste attributed to an individual will be repaired by the Association and all the costs related to the repair will be assessed to that individual owner's account.
10. All dogs must be licensed, and owners must maintain their immunizations.
11. Owners of pets whose breed falls within those addressed by statute or local ordinances must be compliant in all requirements of the laws governing the ownership of these pets. This includes maintaining any insurance coverage deemed necessary by these laws.

12. Investor Owners/Off-Site Owners

In 2017, the Board of Directors voted to restrict the number of rentals/leases in the community to 10% or the equivalent at that time of 63 units. This restriction was decreased from a previous restriction from 2012. The complete text of the recorded rental restriction can be found at www.franklincountyohio.gov/recorder/. Please reference instrument #200106280146674.

1. All new lease applications will require a \$250.00 administrative fee, whether made directly or indirectly between unit owners and lessee, or through an authorized real estate broker or salesperson and a lessee. The \$250 Rental fee will be added to the owner's HOA account. There is a Rental Renewal Fee of \$125 charged annually to the owner's HOA account. All lease applications must be submitted in writing to the Association at least fifteen (15) days prior to the lease period. ALL Unit Owners leasing their unit must use the most recent Board approved lease. No lease is valid until the Association approves the same in writing. Upon receipt, the Board of Directors will review the lease application and promptly communicate its decision to the owner. Any owner who does not turn in a copy of his or her lease without fifteen (15) days prior notice will be subject to a \$500.00 violation assessment. Any unit owner renting his or her unit and wishing to allow access to the fitness center and pool areas by their renters, must reregister the key fob(s) in the renter's name or pay \$25.00 per card as required by their new lease agreement.
2. Any lease agreement shall be in writing and shall provide that the lease shall be subject in all respects to the Association's Rules, By-Laws and Declarations. It shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful Rules shall be in default under the lease.
3. A copy of the Community Guidelines Handbook shall be provided to the lessee by the off-site owner. It is the responsibility of the unit owner to ensure the lessee becomes acquainted with and abides by the Community Guidelines Handbook. If the lessee fails to comply with such rules, the Association will assess the unit owner as if the unit owner committed such infractions personally.
4. Owners renting their unit must register their property as a rental property with the Franklin County Auditor.
5. 5311.090RC gives the Board the authority to require the home and business mailing addresses and home and business telephone numbers of the owners and occupants of all units. This information must be provided in all lease agreements filed with the Association. The Board may require updates of this information at any time.
6. A unit owner may not lease a fraction of his or her unit. The duration of any lease must be for at least one year. A unit owner is not permitted to lease the same unit more than twice in any year based on the commencement date of the first lease.
7. Unit owners shall retain the same rights, privileges and obligations as though they continued to occupy their unit.
8. One owner/company may not own more than two units at any one time, notwithstanding that the lessor is a mortgagee or secured creditor who acquired title to the property by virtue of a foreclosure sale.
9. Exceptions may be granted to the 10% limitation rule for medical, financial and other unpredicted hardships. Please submit requests for lease/rental approval in accordance with the above terms.

10. Owners of leased units or their tenants may have access to amenities, but not both. Unit owners should include language in their lease agreement if tenants will be entitled to use of the pools and fitness centers.

11. Owners leasing their property must be in compliance with the occupancy standards as stated in Chapter 4541 of the City Code.

13. Architecture

In order to make any home improvements that change the existing color, shape or style of a door, patio, porch light, window, etc., the unit owner must submit plans in writing to the Board of Directors for approval before such change begins. The Board must review and approve/disapprove any proposed changes or alterations to be made to the exterior of a unit. Failure to obtain approval can be costly to the owner, as violators will be charged to restore the property to the original appearance.

14. Security/Storm Doors

All security/storm doors must be black in color, with clear, full-view glass, and with hardware that matches the unit's hardware. There are two approved storm doors. (Contact property management for a current list of Board approved storm doors or the Association's website.) An approval letter from the Board for installation of an **approved** storm door is not necessary. Installation of any door not on the current list requires Board approval prior to installation.

15. Storage on Common Areas

Nothing may be stored anywhere on the common areas. This includes, but is not limited to, grills, bicycles, patio furniture, trash cans, etc. Variances must be approved by the board in writing.

16. Portable Basketball Hoops

Portable Basketball Hoops are permitted under the following conditions:

1. The Basketball Hoop must be stored at all times when it is not in use. It cannot be left outside when it is not in use.
2. The playing area is limited to the apron area of the owner's garage and players must stay out of roadway.
3. **Playing hours are restricted to 10:00am - 8:00pm.**

17. Flags/Deployment/Team

Owners may display the American Flag - however the use of flagpoles is prohibited.

The following picture displays the suggested method for displaying the American Flag. If a unit owner is considering displaying the flag in a different manner, please contact property management for approval prior to installation.



Deployed Service Member Flag

"A unit owner may display one 'deployed service member flag' in a front window of a condominium unit for the duration of the deployment of the service member for which the flag is intended."

Examples of deployed service member flags:



Team Flags (Sports)

Unit owners may display team flags (i.e. Ohio State flag). The flag may only be displayed on the day of the game.

18. Patio Fences, Exposed Wood Steps/Landing/Unit Doors

All-natural wood patio and deck railings, floor boards, fencing and stairs are to be sealed annually by the homeowner with the approved clear coat sealant. Contact property management for sealant specifications. Any natural wood tones of stain with the emphasis of preserving the wood are permitted.

Exterior unit doors are the homeowner's responsibility to maintain. Contact property management for approved paint specifications or see the association website. Failure to

properly maintain fences and doors will subject the owner to the association doing the work and charging any associated costs to the unit owner.

19. Grills/Open Flame Cooking Devices/Dryer Vents

Due to NFPA (National Fire Protection Agency) standards and the construction and layout of the units that make up the Waggoner Park Community, grills, open flame cooking devices, turkey fryers and outdoor fireplaces and chimneys are prohibited on ALL patios (this includes the patios in the limited common area between the Reserve Unit and its detached garage), decks, balconies, and mulch beds. Only owners/residents of units with a garage are permitted the use of grills provided the grill is stored within their garage after grill is properly cooled and is brought outside allowing a minimum of 10 feet from any structure. **No Exceptions.**

Unit owners are responsible for insuring proper operation of all smoke detectors within their unit. It is the responsibility of all unit owners to have dryer vents cleaned on a regular basis. Since individual usage determines how often cleaning is required, check with a professional to design an appropriate cleaning schedule.

20. Fireworks

The penalty for illegal use or possession of fireworks (as defined by Ohio Revised Code) within the Waggoner Park Condominium Association, is a fine is \$1,000. In addition, violators will be referred to law enforcement for potential prosecution under the law.

21. Waste-Compactor/Bulk Pick Up

Waste (trash bags, boxes, etc.) must be placed in the compactors located around the community. If the compactor is not working, residents/owners are expected to take their waste to one of the remaining compactors.

Bulk items, such as furniture, mattresses and appliances, must be taken to the bulk pick up area located at the corner of Preswicke Mill and Green Mill.

Because leaving trash on porches and on the ground around the compactor and dumpsters, or disposing of bulk items anywhere but at the designated bulk pick up location is unsightly, and considered an egregious infringement on the rights of the unit owners living near these areas and negatively impacts the community as a whole, fines for improper trash disposal will be considered illegal dumping and be fined at **\$500.00 per incident** and will be assessed through the same process as any other violation for non-compliance, with the exception of no warning letter to cure prior to notification of the proposed \$500.00 fine. Unit owners will be financially responsible for the occupants of the Unit owned by the Unit owner for violation of this rule.

22. Variances

Owners may submit written requests for variances to these rules to the Board of Directors via property management.

23. Compliant Procedure

Any Unit Owner may file a formal complaint alleging a violation of these rules or the restrictions contained in The Declaration & By-laws with the Association's management company. Tenants must address their issues through the owner of the unit. The complaint must be made in writing in and sent via postal or email to the property manager:

Mail formal complaints to:

Waggoner Park Condo Association
c/o Towne Properties
777-A Dearborn Park Lane
Worthington, Ohio 43085

24. Key Fob Issuance

A maximum of two key fobs will be issued per unit. First key fob is at no cost. A second concurrent key fob can be obtained for a fee of \$15. There is a \$25.00 fee for a replacement or damaged key fob. Key fobs are not transferable. Anyone discovered in possession of a key fob not issued to him or her, personally, will result in the loss of privileges for the actual holder and/or fines may be assessed.

25. Garage Sales

Garage sales are prohibited within the community with the exception of a garage sale(s) held within the community on a date(s) established by the board for a community wide garage sale(s). The board may determine, at the sole discretion of the board, a date or dates for all unit owners to participate in a community wide garage sale(s). The board will communicate the date(s) of the community wide garage sale(s) to the unit owners in advance of the date(s) of the garage sale(s). Garage sales may not be held on any other date(s) unless established by the board as a community wide garage sale.

26. Rule for Insurance Deductible

This Rule of the Association relates to the payment of insurance deductibles which arise out of claims on the Association's casualty insurance.

It has occurred that the Association is paying insurance deductibles resulting from insurance claims covered by the Association's casualty insurance. In some cases, insurance claims are covering damages to the Units which are not Common Elements. Under normal circumstances, these damages would be the responsibility of the Unit owner to pay, but because of the language in the Declaration, the Association's insurance will cover items that are part of the Unit and not part of the Common Elements.

The Association makes no provision in its budget each year for payment of insurance deductibles because of the unknown nature and frequency of insurance claims, and therefore, no part of the assessments paid by the Unit owners is for funding insurance deductibles.

Therefore, pursuant to ORC 5311.081 (B), and Article XI, of the Bylaws of the Association, it is the Rule of the Association, duly adopted by the Board of Directors on October 9, 2007, that any deductible amounts paid by the Association for casualty loss claims which affect any Unit, shall be apportioned between the amount of the deductible attributable to the damage caused to the Unit and to the Common Elements. The amount of the deductible attributable to any 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. In the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or occupant, 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 Owner.

If the Unit owner fails to pay the apportioned amount within a time set by the Board, then the Board may impose a lien on the Unit for the payment of the deductible amount and foreclose the lien according to law, and in addition, seek a personal judgment against the Unit owner for the amount due. Any costs incurred by the Association for the filing of the lien, filing of the foreclosure, or seeking a personal judgment against the Unit owner, including reasonable attorney fees, shall be a lien against the Unit and shall be paid by the Unit owner.

Appendix A: Pool Rules

Revised February 2014

The governing principles surrounding the pool use are:

**SAFETY FIRST
BE CONSIDERATE OF OTHERS
MAINTAIN THE FACILITY**

The pool is for the exclusive use of Waggoner Park Condo Association Residents and their guests. This pool is **NOT** for use by residents of either Ravines at Waggoner Park Condos, or Villages at Waggoner Park Apartments. Any guest who is not accompanied by an owner/resident with valid security access will be asked to leave the pool area.

1. **There is no lifeguard.** All persons using the pool and the pool facilities do so at their own risk and sole responsibility. Waggoner Park Condominium Association or Towne Properties will not be responsible for any injuries that occur while using the pool, pool facilities or any other facilities of Waggoner Park Condominium Association. All units must sign and return facilities waiver in order to use any facilities.
2. **Pool Hours: 10:00am - 10:00pm.** **Anyone** in pool area outside of pool hours is trespassing and is subject to arrest and prosecution. Exception to this would be pool maintenance, board members, or property management staff.
3. Use of the pool and the pool facilities **does not** include the use of the Clubhouse. Clubhouse guests are not permitted use of the pool.
4. For safety purposes, children under the age of 14 years old must be accompanied by an adult 18 years of age or older, with valid security access, who is a resident, legal guardian of the minor, or person designated by the resident parent of that minor to accompany the minor to the pool. Children under the age of 14 who are not accompanied by an adult resident, guardian, or person designated by the resident parent with valid security access, found within the fenced area of the pool, will subject their parent or guardian owner to a fine of \$100.00 per child for the first violation and a \$200.00 fine per child for each additional incident as well as suspension of the security access key fob(s) issued to the Unit owner/resident for the remainder of the calendar year. If the child resides in a leased Unit, the Unit owner will be assessed all enforcement assessments. Anyone found within the fenced area of the pool that is NOT a resident of Waggoner Park Condominium Association or a guest of a resident of Waggoner Park Condominium Association will be considered trespassing and referred to local law enforcement authorities.
5. Key fobs will only be issued to **unit owners**. Subsequent registration and assignment of key fobs for tenant use is the responsibility of the unit owner. Use of a security access key fob by anyone other than the unit owner or registered tenant it was assigned to, is strictly prohibited. Failure of a Unit Owner to register fobs in tenant's names will result in deactivation of fobs. A violation of this provision will result in a \$100.00 fine to the Unit owner's account. Each subsequent violation will result in a \$200.00 fine and suspension of the security access key fob(s) issued to the Unit owner/resident for the remainder of the calendar year. One key fob will be issued per Unit at no cost. Simultaneously, one

additional key fob will be issued at a cost of \$15.00. Any additional fobs issued past initial issue date will be subject to \$25.00 fee with a maximum of 2 active fobs per unit at any given time. Should original assigned key fob(s) be lost or stolen there is a replacement fee of \$25.00 per replacement. Any key fobs deactivated due to repeat violation of pool rules will be subject to replacement costs. Maximum of two (2) key fobs will be assigned to each unit at any given time. Any person with valid security access (including all guests in attendance for the unit) allowing access to the pools by opening the gate or holding the gate open for anyone will result in a \$100.00 fine to the Unit owner's account. Each subsequent violation will result in a \$200.00 fine and suspension of the security access key fob(s) issued to the unit owner for the remainder of the calendar year. A resident of Waggoner Park Condo Association cannot be a guest of another resident with valid security access to the pool or fitness area. If a resident with valid security access permits a person without valid security access into the fenced pool area or fitness center, the offending Unit owner will be assessed a \$100.00 fine for the first offense and a \$200.00 fine and suspension of the security access key fob(s) issued to the Unit owner for the remainder of the calendar year.

6. Guests must be accompanied by a resident/owner 18 years of age or older with valid security access at all times. Guests will be asked to leave if the resident is not present. Maximum of two (2) guests per unit.

7. The following are prohibited in the pool area:

- Animals or pets (unless service animals)
- Glass or other breakable items
- Public intoxication or use of alcohol in violation of rule #11
- Smoking or use of tobacco of any kind
- Smoking devices
- Excessive profanity
- Running, diving or other disruptive behavior
- Excessive noise or splashing
- Radios, tape players, CD players, etc. without headphones
- Private pool parties
- Bicycles, skateboards, rollerblades, etc.
- Corn hole, Beer Pong, Football, Frisbee, or any other equipment not designated for pool use
- Cooking on the pool deck except for community Board approved events
- Removing pool furniture from within fenced area
- Placing pool furniture into the pool
- Use of pool phones for any reason other than emergencies
- Weapons of any kind, drugs, use of drugs, distribution of drugs are **STRICTLY PROHIBITED**. Violations will be reported to the proper authorities and will result in the loss of all privileges to any of the Waggoner Park amenities.

8. Swimming is permitted in garments sold as swimwear or other garments compatible with one's religious beliefs.

9. Diapers, incontinence pads and similar garments clog pool filters. No diapers/incontinence pads or similar garments are permitted in the pools unless designed for pool/waterproof uses. It is mandatory that all non-toilet trained persons or persons with problems related to continence wear waterproof pants while in the pool.

10. Chairs and/or tables may not be reserved.

11. Alcohol, although permitted, is strongly discouraged. No alcoholic beverages in glass bottles are permitted. Any use of alcohol that causes a distraction, danger or nuisance to others is prohibited. Abuse of this privilege will result in the loss of privileges to the amenities and may result in the banning of all alcohol use at the pool.

12. No one may enter the Clubhouse, located adjacent to the Phase III pool in wet bathing attire. No one may enter the Phase I Fitness Center in wet bathing attire.

13. Restrooms for use while at the Phase III pool are located in the Phase III Fitness Center. Foot attire must be worn when entering the fitness center and restrooms. Anyone using the restroom facilities, under the age of 14 must be accompanied by an adult guardian and must be kept away from all fitness equipment.

14. The Board, Property Management staff, or approved officials reserve the right to make periodic pool checks to ensure adherence to pool rules. This includes, but is not limited to, verifying the right to pool access by checking security access fobs against Association records. Individuals found to be trespassing may be permanently banned from the Waggoner Park amenities and subject to arrest and prosecution.

15. Use of the pool is prohibited by anyone with an illness that may be transmitted to other residents or guests while using the pool.

16. Per ORC 5311.081(8)(18) "The board has the ability to suspend the use of the pool, clubhouse, and fitness facilities for nonpayment of fees if the Unit Owner is delinquent more than 30 days".

17. Waggoner Park Condominium Association reserves the right to alter these rules at any time.

Appendix B: Fitness Center Rules

Revised February 2014

As with the other amenities, fitness centers are for the exclusive use of Waggoner Park Condominium Association residents.

1. ONLY residents carrying an active key fob are permitted to access the facility.
2. Please remember to be courteous and wipe down equipment surfaces after use with provided disinfecting wipes. Please be sure to discard all waste in appropriate container.
3. Residents may not grant entry to any other person who cannot enter the facility with their assigned, active key fob, including any guests of any resident or owner.
4. Personal trainers are not permitted.
5. Pets are not permitted (excluding service animals).
6. Food is not permitted.
7. Beverages must be in a closed-lid bottle or container.
8. Fitness center equipment may only be used for its designed purpose.
9. Equipment must not be moved or removed.
10. Residents are not permitted to utilize the facility as a site to conduct business (i.e. personal training services).
11. If a resident grants access to anyone (i.e. family, friend, guest of another resident or owner) the key fob for the resident granting access will be deactivated for no less than 30 days without any prior notice to the resident.

Only resident owners over the age of 14 with valid security access and their guests (maximum of 2) are permitted use of the fitness centers and their equipment. Guardians/parents of those under 14 assume full responsibility and liability for their children under 14 who accompany them to the fitness centers. All unit must sign and return liability waiver in order to use any facilities. Children under 14 are prohibited from using any fitness equipment. Parent/guardians assume full liability for any injuries or consequences resulting from the presence of said child(ren) in the fitness centers. The fitness centers are not playgrounds and the equipment provided is not designed or intended for child's play.

Abuse of fitness center equipment or the privilege of its use will result in fines and/or suspension of privileges. Violations involving abuse of the security access key fob(s) will be fined at \$100.00 fine to the Unit owner's account. Each subsequent violation will result in a \$200.00 fine and suspension of the security access key fob(s) issued to the unit owner for the remainder of the calendar year.

Access card violations will be subject to the same fining and suspension schedule regardless of the amenity involved.

Appendix C: Clubhouse Use Guidelines

1. Usage Fee.

A \$100.00 usage fee is required at the time of reservation. Please make check payable to Waggoner Park Condominium Association and send it, along with a signed rental agreement form to:

Waggoner Park Clubhouse Rental
c/o Towne Properties
777-A Dearborn Park Lane
Worthington, Ohio 43085

2. Cleaning Deposit.

Unit owners are required to submit a \$300 refundable cleaning deposit when making a clubhouse reservation. The renting owner will send a separate \$300 check with their \$100 rental fee and the signed clubhouse rental agreement. The Association will not cash the deposit check at the time the reservation is made. The check will be placed in the unit owner's file. If the clubhouse is satisfactorily cleaned, no damages are found to the clubhouse property, and all signage and balloons are removed at the conclusion of the unit owner's event, the cleaning deposit check will be either mailed back to the unit owner or shredded at the Towne Properties office. If the clubhouse is not satisfactorily cleaned at the conclusion of the event, any furniture or aspects of the clubhouse are damaged, or signage and/or balloons remain on the property, the Association will provide written notification to the owner that the security deposit is held, fines are imposed, or there are charges made to their account due to the above listed circumstances.

3. Clubhouse Rental Rules.

- a. Only Waggoner Park Unit Owners may reserve use of the Clubhouse. Owners of a leased unit may not reserve the Clubhouse for their tenants.
- b. The reserving owner must be in good standing with the Association.
All fees must be current and there must be no outstanding violations.
- c. The reserving owner must be present at all times.
- d. All rules of the Clubhouse must be observed at all times. Rental of the Clubhouse does not include the use of the swimming pool or workout facility.
- e. The Clubhouse is available from 11:00AM to 11:00PM on Fridays & Saturdays and 11:00AM to 10:00PM on Sunday-Thursday.
- f. Waggoner Park Condominium Association cannot be held responsible for the behavior of other Waggoner Park residents during the time of the event.
- g. There is NO SMOKING in the Clubhouse.
- h. Grills may not be used at the clubhouse, or in the grass or parking areas around the clubhouse.
- i. The reserving owner is responsible for any and all damages to the facility and grounds of the Association caused by his or her guests, including excessive dirt, clean up of food and beverages, furniture damage, etc.
- j. There will be no DJ's, extra stereo equipment, or live music permitted to be set up outside of the Clubhouse.
This is a courtesy to residents living within close proximity to the Clubhouse.
- k. Waggoner Park Condominium Association and Towne Properties will not be responsible for any injuries that occur before, during or after the event, or as a direct result of the use of the Clubhouse or any other facilities of Waggoner Park Condominium Association.
- l. Association functions will supersede all private reservations. Waggoner Park Condominium Association reserves the right to cancel or alter this agreement at any time.
- n. Owners or residents may use the Clubhouse, without charge, on the day of a funeral for funeral activities associated with the death of an owner/resident or the immediate family of an owner/resident, provided the clubhouse has not been previously committed and the management company has confirmed it is available for use. All Clubhouse rules and clean up requirements apply.
- o. A parent or guardian who is an owner/resident must sign for any reservation made for the use of the Clubhouse by persons under the age of 21. A parent or legal guardian must be present at all times for any use of the Clubhouse by persons under the age of 21.
- p. Due to fire code, occupancy of the Clubhouse cannot exceed maximum limits.
- q. Access to the Clubhouse for reserved events will be programmed into the security system and requires use of the owner's security fob at the keypad to the left of the clubhouse entrance. Therefore, anyone renting the clubhouse must be current in his or her condo dues. IT IS THE RESPONSIBILITY OF THE RESERVING PARTY TO CONFIRM THE PROPER FUNCTION OF HIS OR HER KEY FOB PRIOR TO THEIR SCHEDULED EVENT. KEY FOBs CAN BE OBTAINED FROM TOWNE PROPERTIES DURING NORMAL BUSINESS HOURS.