

BLENDON PARK

Condominium Association Handbook

Effective December 2023



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WELCOME TO BLENDON PARK!



On behalf of all your fellow Occupants and neighbors, welcome to the Blendon Park Condominium Association! We believe that we live in one of the best communities in Central Ohio and hope that you immensely enjoy your Unit and our neighborhood.

Blendon Park was developed by Qualstan Corp. starting in 1996. Now complete, our community contains 550 condominium Units within 110 buildings, as well as significant roadways, pool, clubhouse, and landscaping. Our community is located within the Columbus city limits (thus using Columbus police, fire, and schools).

This Handbook's purpose is to be your guide to living at Blendon Park, as it contains a tremendous amount of information that is important to your residency. This includes important information on topics such as the Association, our condominium's Common Elements, financial and maintenance responsibilities, procedures, and guidelines. Please keep this Handbook in a safe and accessible place, so that you may refer to it if you should ever have a question or concern.

Blendon Park, like all other condominium associations in Ohio, is governed by a Declaration and Bylaws, both of which are filed with the Franklin County Recorder's Office. These documents create our condominium, provide the operational framework for the Association, and place reasonable restrictions on the Condominium Property. While this Handbook attempts to summarize many of the provisions in these documents, we also strongly encourage you to read and refer to them directly.

This Handbook is meant to be a comprehensive resource for you that describes our community from the Common Element and Limited Common Element exteriors to your community to your individual Unit interiors. This resource includes descriptions, restrictions, reasonable rules and regulations, maintenance responsibilities, financial obligations, and community procedures. Together, all of these provisions work in harmony to create the first-class community that we all call home. We hope that you will contribute

to our community in many ways, including by cooperating, complying with, and upholding these guidelines.

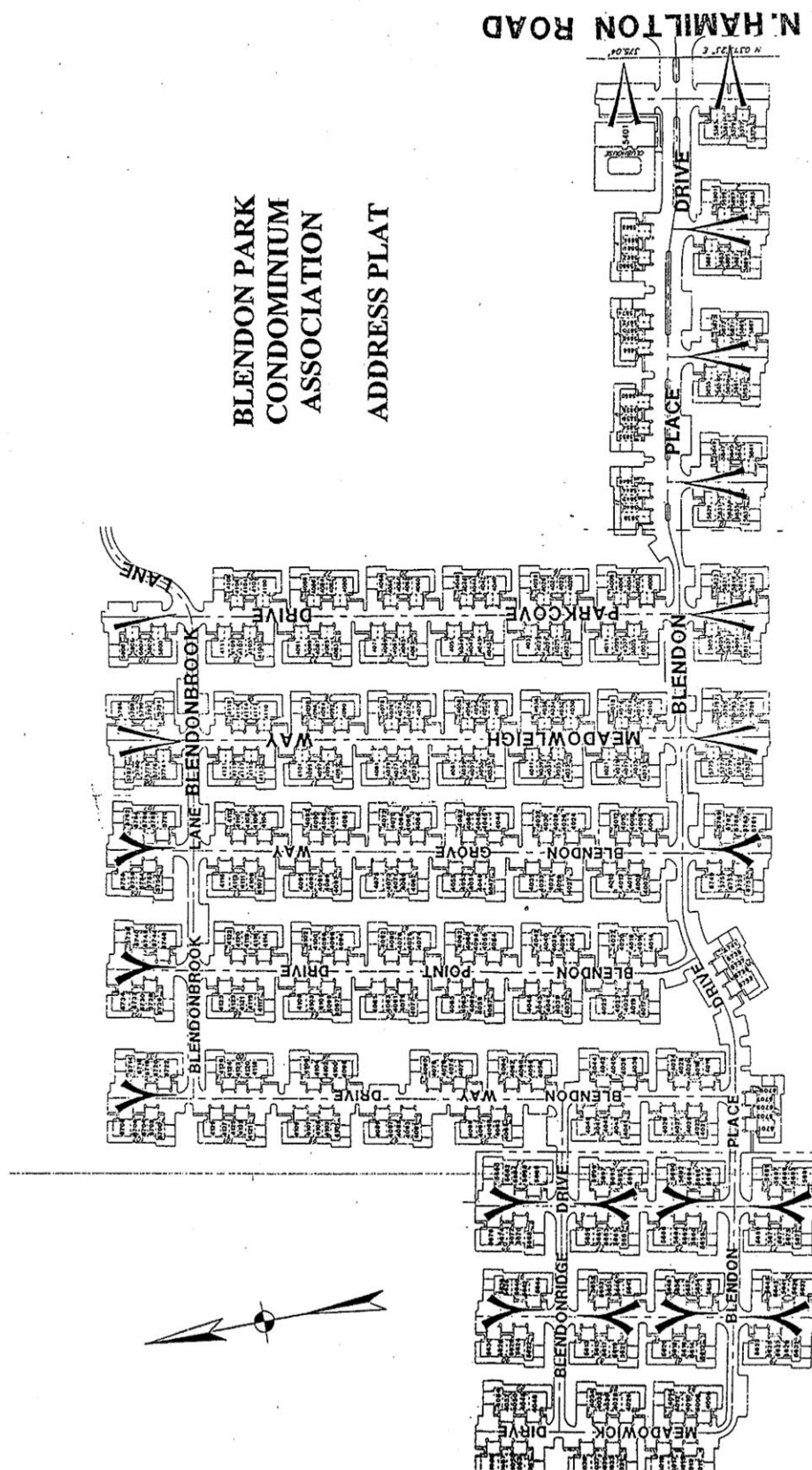
The guides and provisions enclosed are what maintain the strength of our structures, the value of our Units, and the warmth of our neighborhood. As many of us have moved from single-family homes, we also hope that this Handbook can assist in your transition to condominium living. Just as we have found tremendous benefits in shared Common Element maintenance, first-class recreation facilities, architectural harmony, and a strong sense of community, we hope that you will too.

Again, welcome to Blendon Park, and as always, should you ever have any questions, comments, or concerns, please do not hesitate to contact us.

Your neighbors,

The Blendon Park Condominium Association

Community Map



Handbook Guide

This Handbook is meant to be your resource and guide for living at Blendon Park. This Handbook is meant to supplement and restate (not replace) our condominium's governing documents, which are recorded at the Franklin County Recorder's Office. If there is a discrepancy between what is expressed in this Handbook and the governing documents, the governing documents will govern and control. The governing documents can be found at the Franklin County Recorder's Office.

- Declarations and Bylaws – Volume 31681, Page H11, et. seq.
- Ohio Condominium Act Amendments – Instrument Number 200509010181028

You may obtain these documents at the Franklin County Recorder's website, (franklincountyohio.gov), or by requesting a copy from the Management Company).

The Handbook has been divided into the following sections for easy understanding and reference:

- I. Definitions – A listing of all the consistent and defined terms within this Handbook.
- II. Communications – As neighbors, we believe communicating amongst and with each other is essential to our community's ongoing success. This section is dedicated completely to methods of communication so that you know how to get in touch with the necessary people and groups.
- III. The Association – This section provides an overview of how the Association operates, including an explanation of how the Board of Directors, in conjunction with professional property management, administers the Association. This section includes details on the Association's maintenance, insurance, and financial responsibilities, as well as a synopsis on the decision-making and enforcement procedures.
- IV. Common Element Information and Guidelines – This section contains important provisions and regulations on the community's common spaces that we all share, including parking, the pool, grassy areas, trash collection, and roadways.
- V. Unit owner's Exterior Guidelines and Responsibilities – This important section details what you are responsible for maintaining and repairing on the exterior of your Unit, as well as elaborates on the extensive list of actions that you may do to the outside of your Unit, including landscaping, flags, holiday decorations, and grilling.
- VI. Unit owner's Interior Guidelines and Responsibilities – Each Unit owner is responsible to maintain his/her individual Unit. As a result, this section details interior Unit responsibilities, modification policies, and some important use

restrictions that are designed to protect you, your neighbors, and our buildings' structural integrity.

- VII. Unit owner's Financial Guidelines and Responsibilities – While moving into a condominium generally means “maintenance free” exterior living, unfortunately, that does not mean it is free. This section outlines your financial responsibilities for Association fees, insurance, utilities, and taxes.
- VIII. Enforcement Procedure – The Association's rules, regulations, and guidelines are meant to preserve the quality of our community. When one of our neighbors is in violation of a restriction, the Board will follow a specific procedure to enforce and remedy the violation. This section contains a copy of that procedure.

APPENDICES Forms – To make living within Blendon Park easier, we have developed a number of forms for your use and convenience. A copy of these forms is within this Section. If you would like additional copies of any of these forms, please contact the Management Company.

Again, we hope that you will find the information, guides, rules, restrictions, and regulations contained within this Handbook to be helpful. Our community has historically been consistently responsible for safeguarding our neighborhood and protecting our property values by complying with and contributing to the provisions in this Handbook. Thank you in advance for your cooperation in maintaining Blendon Park as one of the greatest condominium associations in Central Ohio.

If any of these rules or regulations are declared void, such provision will be deemed severed from these rules and regulations, which will otherwise remain in full force and effect. An addendum will be added, and notice sent out.

As always, if you have any questions about any of the provisions, or if you find that a particular subject is not covered by this booklet, please contact the Management Company.

I. Definitions

The definitions in this Handbook are meant to have the same meaning as those words within our governing documents, these definitions include the following:

ASSOCIATION - means the Blendon Park Condominium Association, the not-for-profit corporation created to administer the Blendon Park Condominium.

BOARD and Board of Directors - means the Board of Directors of Blendon Park Condominium Association or their assigned Agents, Managers, or Appointees.

BYLAWS - means the document filed with the Franklin County Recorder's Office that outlines the Association's corporate procedures and serves as a code of regulations.

COMMON ELEMENTS – means any portion of the Condominium Property other than a Unit.

DECLARATION - means the document filed with the Franklin County Recorder's Office that creates the condominium, defines the Common Elements and Units, places restrictions on the property, and outlines responsibilities.

DEFINED PARKING AREAS - each Unit has one defined parking space in the Condominium Association.

IN GOOD STANDING – means a Unit owner or Occupant who is not more than 30 days delinquent in the payment of any assessments, and who does not have any unresolved Rules violations older than 30 days.

LIMITED COMMON ELEMENTS - The area behind the Unit provided for a patio or deck and front porches and stoops.

MANAGEMENT COMPANY and Community Association Manager - means the company that manages and administers the Association on a day-to-day basis. Our Management Company provides a professional Community Association Manager that is assigned to work specifically with our community.

STREET- means any named street or unnamed street, driveway, parking lot, defined parking space, service driveway, or any asphalt surface.

UNIT - means that portion of the Condominium Property designated by the Declaration that is owned by a Unit owner.

UNIT OWNER - is the person(s) owning a fee simple interest in a Unit within the Association.

VEHICLE – means any device, capable of carrying and being operated by a human being and is specifically, but not limited to, the following: A passenger automobile, truck, recreational vehicle, leisure van, mini-van, van, motorcycle, motorbike, moped, bus, snowmobile or aircraft, or any device capable of being towed or propelled by a motor vehicle specifically but not limited to a trailer of any type or nature.

II. Communications

As we all share ownership of Blendon Park, we believe that communication between the Unit owners, Occupants, Board of Directors, and Manager is essential for the successful and effective operation of our community. As further explained

later in this Handbook, our community is governed by six volunteer Board members who are elected by the Unit owners from among the Unit owners.

Our Management Company is Capital Property Solutions (CPS). The Management Company's contact information is as follows:

Capital Property Solutions

Phone: 614-481-4411

After-hours emergency number: 1-888-367-3514

Email: admin@cpscolumbus.com

Address: PO Box 630, Worthington, Ohio 43085

If you ever have a question, maintenance request, or concern, please contact the Management Company. The Board only makes decisions at Board Meetings. To maximize efficiency, please contact the Management Company, who will be happy to assist you.

The Board meets periodically (usually on the fourth Thursday of the month) at the clubhouse. These meetings are open to Unit owners, who may share their concerns, comments, suggestions, or questions with the Board during the first portion of the meeting. You must schedule an appointment well in advance.

As the Association is a not-for-profit Ohio corporation, there is also an annual meeting once a year, during the second quarter. Notice will be sent to you in advance of the meeting containing the date, time, and place. The only legal purpose of this meeting is to elect, from among your fellow Unit owners or spouses of Unit owners, the volunteer Directors to serve on the Board; however, there are often general reports and a question-and-answer session. We hope to see you at this meeting!

III. The Association

Our condominium, like all other condominiums in the State of Ohio, has an Association to operate, manage, and govern the Condominium Property. Governed by the Board, our Association performs many essential functions to keep Blendon Park a premier condominium community, such as maintenance, purchasing insurance, adopting budgets and assessments, allocating reserves, property operation, and enforcement. Together, all of these items contribute to everything that your Association does for you.

A. The Board of Directors

The Association is administered by a Board of Directors that is elected from among the Unit owners at the Association's annual meeting, and each Board member serves three-year terms. Generally, two Board members are up for election each year. Serving on the Association's Board is a

tremendous opportunity to serve our community and have an impact on the matters and decisions that affect our neighborhood. We hope that, in the future, you will consider running for the Board and serving the community.

The Board is comprised of six members, who serve for three-year terms. There are no term limits for Board members. To be a Board member, you must either be a Unit owner, the spouse of a Unit owner, or, if the Unit is owned by a corporation or other business entity, a director, officer, employee, or agent of the corporation who is designated by the corporation.

All Board members volunteer their personal time to serve their community. We do not pay Board members, not because they are worthless, but because they are priceless! Again, to share this responsibility among all of us, everyone is encouraged to run for and serve on the Board.

All Condominium records/updates can be accessed at www.blendonpark.com

The clubhouse phone number is 614-476-0031.

B. Maintenance Responsibility

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the Common Elements. The Board, when establishing the budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however, the Board's continued goal is to have a well-maintained community. The list below includes components that the Association is responsible for. For a more complete listing, please consult the Declaration. If you are uncertain about the responsibility of a certain item, please contact the Management Company. The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following.

1. Infrastructure and Common Elements
 - i. Recreational facilities, such as the pool, clubhouse, and mailbox enclosures;
 - ii. Entrance features;
 - iii. Common lighting;
 - iv. Water, power, sewer, sump pumps, and other utility lines, pipes, wires, conduits, and ducts that serve the Common

Elements or multiple Units, such as main lines; (see pg. 32 sect. 6 for more details).

- v. Streets, driveways, and walkways; and
- vi. All turf areas, trees, trail, and landscaping in the Common Elements.

2. Building Exteriors

- i. Building facades, including concrete, siding, shutters, and trim;
- ii. Roofs, including gutters, flashing, and downspouts;

C. Insurance

The Association obtains and provides extensive insurance coverage. This includes property insurance on our buildings, general liability insurance, directors and officer's liability insurance, and fidelity insurance. These insurance policies are not only required by our Declaration but are also meant for our protection as Unit owners.

1. Property Insurance

The Association obtains property insurance, also known as casualty insurance, for sudden, unexpected events that happen to our buildings and structures from events such as fires, tornadoes, water line breaks, and hailstorms. This insurance not only covers and insures the Common Elements but also covers the individual Units, including all built-in or installed improvements, fixtures, and equipment that are part of the Unit. As this multi-million-dollar policy covers the entire Condominium Property, there is a deductible in the current amount of \$10,000.00. For more details on what the Association is responsible to insure, please refer to Declaration Articles XI and XII. For more information on what the Unit owners should insure, please see Article III, Section C of this Handbook.

2. General Liability Insurance

This insurance covers the Association and protects us from liability associated with acts, damages, or injuries that occur on the Condominium Property. This insurance helps protect us in the event that someone was injured on the Condominium Property and sues the Association.

3. Directors and Officers Liability Insurance

Our Board of Directors, just like all other corporate boards, must often make difficult decisions. This insurance protects the Association's volunteer Board members in the event one or all of them are named personally in a lawsuit. We want to continue to protect our volunteers to encourage service to our community.

4. Fidelity Insurance

This insurance covers the Association in the event that someone who has access to Association funds, such as a Board member or Management Company, steals Association funds. We carry fidelity insurance in an amount equal to everything in the Association's bank accounts, plus three months of income.

D. Budget/Assessments

One of the Board's main functions is to establish a budget every year for the Association that incorporates the upcoming year's common expenses. This is a time-consuming but diligent process, where the Board must review prior expenses and contracts, plan for short and long-term projects, and evaluate the Association's financial condition. As the Association's only real form of revenue is from assessments paid by the Unit owners, it is imperative that the Board budget wisely.

Our Association's common expenses include but are not limited to, the cost of maintenance and repairs to all components that are the Association's responsibility, insurance premiums, and utility services to the Common Elements, accounting, management, legal fees, landscaping, snow removal, and reserves.

Once the Board has established the budget, the Board then allocates each Unit's share of these items based on each Unit's undivided percentage of interest in the Common Elements. All Units have a 1/550 undivided interest in the Common Elements, so each Unit is assessed the same amount. Then, the amount each Unit is responsible for is divided by twelve (the number of months in the year) to arrive at the monthly amount each Unit owner is responsible for paying.

The Association's only consistent source of income comes from the monthly assessments. If one Unit owner does not pay, that means the remaining Unit owners must make up the shortfall. Consequently, it is imperative that all the Unit owners pay their share of the monthly assessment and pay it on time. The Board has enacted a collections policy to aggressively address unpaid assessments, which can be found in Article VII of this Handbook.

E. Reserves

When preparing the annual budget, Ohio law also requires that the Board budget for reserves. In particular, the law states that the Board must:

Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments.

In other words, the Board is required to have a long-term plan for the Association's maintenance and repair responsibilities, and therefore, a significant amount of money is deposited every year into the Association's reserve account.

To assist the Board in this plan, the Association retained the services of an engineering firm to prepare a reserve study. This document, which is updated every five years, lists every item and component that the Association is responsible to maintain, repair, or replace, projects the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed.

This independent, professional engineering study provides the Board with not only the financial framework to plan for the future but also provides a professional's guidance on the proper maintenance and repair order for the community.

Our reserve study is more than 100 pages long and provides great details into our community. Just like you may have obtained a home inspection for your Unit, the reserve study is like a home inspection for the Common Elements. We strongly encourage you to request a copy of the reserve study from the Management Company for your review and reference. A copy of the reserve study is also available on the website. As always, should you have any questions about the study, please do not hesitate to contact a Board member or the Management Company.

F. Property Operations/Management

In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association is also responsible for the property's general operation and management. This includes coordinating contractors, answering Unit owner questions, sending out requests for proposals, processing Unit owner requests and applications, posting account receivables and payables, and communicating with the Unit owners through newsletters, emails, and direct mailings, all of which are handled by the Management Company.

While Board members may be involved in certain projects related to the day-to-day affairs of the Association, generally these substantial, time consuming, and important tasks are handled by our Management Company, through our Community Association Manager, and the Management Company's staff members. If you ever have a question or concern, please contact a representative from the Management Company.

G. Rules and Enforcement

Condominium associations are often created with a uniform, exterior appearance so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering property. For this reason, the Association's Declaration, Bylaws, and these rules, outline regulations, requirements, and restrictions to protect and preserve condominium living. These regulations are meant to protect from decreasing property values, deteriorating exterior appearance, and inappropriate neighborhood conduct and collectively serve all of our best interests.

In exercising this authority, the Board may promulgate the rules found in this Handbook, in addition to the provisions found in our Declaration and Bylaws that govern items, including but not limited to, interpretation of the governing documents, personal conduct of Occupants and guests, maintenance standards, architectural modifications, and operational policies.

The Board is given the duty, as elected representatives from the Unit owners, to evenly and appropriately enforce the restrictions, rules, and regulations found in our governing documents, and takes this responsibility very seriously. As a result, the Board has also adopted an Enforcement Procedure, a copy of which can be found in Article VIII of this Handbook, which outlines the method by which the Board may initiate enforcement action, as well as all rights and expectations that a Unit owner may have regarding the enforcement process.

IV. Common Element Information and Guidelines

A. Parking

1. Occupants must park their cars in: (a) their garage; (b) on their driveway within the Limited Common Element; (c) their numbered spot; (d) in available open spaces.

2. Guests must park: (a) within the garage of the Occupant being visited; (b) in the numbered spot of the Occupant being visited; or (c) any open non-numbered spaces.
 3. Vehicles are prohibited from impeding access to another Unit owner's garage, parking spot, or driveway.
 4. Boats, trailers, motor homes, trucks (larger than $\frac{3}{4}$ ton pickup), travel trailers, or any vehicle with commercial apparatus such as ladders or commercial equipment are prohibited from parking on any Street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) not able to fit into the garage are limited to parking in the Unit's designated driveway for 24 hours to allow for loading or unloading. Said vehicles must not block normal access (ingress or egress) of other Occupants. 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. Maintenance vehicles must be attended at all times, must be parked in a resident's space or an open space if available, must not block another Unit's parking space or garage, maintenance vehicles must be available to move for emergency vehicles. Larger vehicles for moving in/out purposes may be parked in a designated parking lot within the community, with prior notification and permission from the Association Community Manager.
 5. Inoperable vehicles (vehicles with flat tires, expired license plates, or other vehicles incapable of movement under its own power, etc.) or vehicles that appear to be abandoned, which are parked in the Common Elements or Limited Common Elements for more than 48 consecutive hours may be towed off the Condominium Property at the vehicle owner's expense, without warning. With the exception of short-term emergency work (flat tires, battery change, etc.), repair work on vehicles in the Limited Common Elements or Common Elements is prohibited. All other repairs must be conducted within the Unit's garage.
- B. Parking Prohibitions in Specified Areas - Parking of Vehicles is prohibited in the following areas:
1. In front of or within 5 feet of a driveway.
 2. At any intersection.
 3. Within 10 feet of any Fire Hydrant.
 4. Within 20 feet of an intersection.

5. Within 30 feet of a Stop Sign.
6. Alongside or opposite any Street repair or excavation when such parking would obstruct traffic.
7. Alongside any Vehicle that is stopped or parked at the edge of the curb of a Street.
8. More than 12" from any curb.
9. In any designated Fire Lane as determined by the Board of Directors where proper signs are posted.
10. Across, straddling or on the boundary lines of any designated Parking Area as marked by painted lines of the pavement (i.e., Postal Service Area).
11. In any area designated as a Tow Away Zone by properly posted signs or yellow curbs.
12. In such a manner as to leave less than 10 feet of the width of such surfaces for the free movement of vehicular traffic.
13. In any other direction than the direction of travel on that side of Street in which the vehicle is parked.
14. In the Parking Areas adjacent to the fitness center, unless you are using the fitness center at that time, and not for more than 8 consecutive hours. Please let the staff know if you plan to park there for an extended amount of time.
15. Vehicles, trailers or other off-the-road or over-the-road equipment are prohibited from being operated, parked, or stored on any area of the Condominium Property that is not paved or a roadway.
16. No vehicle shall be parked or stored on any parking area or paved area on the Condominium Association's property that:
 - i. Is parked in an unmarked spot (with the exception of CPS Management and Maintenance).
 - ii. Is not moved every 14 days.
 - iii. Is covered by a canvas, plastic or other protective covering not specifically designed and constructed solely for use as a

protective covering for vehicles. Is unreasonably unsightly due to deterioration, rust, damaged or other cause.

- C. Speeding - Blendon Park streets are monitored by radar. Any violator going over the posted speed limit of 16 miles per hour is subject to an enforcement assessment.
- D. Limousines - Due to the nature and intent of the parking design of Blendon Park only immediate pickups and drop-offs are allowed.
- E. Semi-trucks - Semis or tractor-trailers are prohibited at Blendon Park. Straight trucks must be used for moving.
- F. Clubhouse & Fitness Center

Recreational Facilities Behavior Policy

The Association wishes to provide safe recreational space for its Occupants and guests at the Common Element recreational facilities, including the gym, clubhouse, pool, and pool area. Disrespectful behavior, such as vulgarity, discrimination, harassment of any kind, loitering, intoxication, theft, and other conduct or language that negatively impact our community and the neighborhood environment will not be tolerated and may result in ejection from the recreational facilities. Any staff, Unit owners, Occupants, contractors, and guests are strongly encouraged to report all disrespectful behavior to management.

The Association's management company, facility manager, and supervisors have the right, in their sole discretion and judgment, to deny admission to, or immediately eject from, the recreational facilities, any person that (1) violates posted rules, (2) disregards directions from clubhouse personnel, Association personnel, or law enforcement, or (3) exhibits or demonstrates vulgar language, intoxication, harassment, discrimination, or other conduct or language that negatively impacts the community recreational experience. Any such admission, denial, or ejection will be reported to the Association's Board of Directors for additional enforcement action, if any.

In addition, the Board may, in its sole discretion, suspend the clubhouse privileges of any person, whether a Unit owner, Occupant, or guest, who violates this policy. Prior to imposing a suspension, the Board will give the Unit owner a written notice that includes: (1) a description of the alleged offense and proposed suspension time; (2) a statement that the Unit owner has a right to a hearing before the Board to contest the proposed suspension; and (3) a statement setting forth the procedures to request a hearing.

To request a hearing, the Unit owner must deliver a written notice to the Board within ten days of being notified by the Board of the suspension. If a Unit owner

requests a hearing, the Board will provide the Unit owner with a written notice that includes that hearing's date, time, and location at least seven days prior to the hearing. Within seven days following the hearing's conclusion, the Board will then render its final decision on the matter. The Board will notify the Unit owner of its final decision by delivering a written notice via ordinary mail. Except for extreme circumstances involving a threat to health or safety, the Unit owner's recreational facility privileges will not be further suspended until the Board delivers its final decision to the Unit owner.

In reaching its final decision, the Board will suspend the Unit owner's privileges only if the Board determines that it is more likely than not that the Unit owner (or Unit owner's Occupant or guests of the Unit) violated this Policy. If a Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose the privilege suspension.

1. Reservations for Private Use – The clubhouse portion of the fitness center is available to Unit owners and Occupants in Good Standing in accordance with Regulations issued by the Board of Directors, from time to time.
2. Outside Organizations – Reserving the clubhouse for use on behalf of any outside organization for any use where a fee is charged for attendance or for any commercial use is prohibited.
3. Association Functions – Association functions have priority over all other functions and will be entered in the reservation book as soon as the need is determined.
4. The Fitness Center May Not Be Reserved – The fitness center may not be reserved for private use.
5. Limit of Reservations – Unit owners are prohibited to make reservations for use of the clubhouse on a weekend (Friday, Saturday, or Sunday) more than three times during each calendar year. There is no limit to the number of times a Unit owner may make reservations for use of the clubhouse on weekdays (Monday through Thursday). If an additional date is necessary, you must get approval from the Community Association Manager and/or the Board.
6. Maximum Occupancy – Occupancy is limited to 75 persons.
7. Hours of Operation – The Clubhouse is staffed during pool season between the hours of 8:00 a.m. to 9:00 p.m., Monday – Sunday. The Pool closes promptly at 8:45 p.m. daily. Winter hours are between Labor Day (September) and Memorial Day (May), the clubhouse staffing hours will fluctuate during this time. Hours are subject to

change seasonally or for holidays, check the Clubhouse front door and website for updated hours of operation. The fitness center will be available daily for Occupants with a key fob between 4:00 a.m. and 12:00 a.m. The Clubhouse will be locked and armed promptly at 12:00 a.m., any Occupant remaining after this time is subject to Association fines and City fines.

8. Wet Bathing Attire Prohibited – Wet bathing attire is prohibited in the clubhouse, except in the restroom areas.
9. Noise – It is the responsibility of the Unit owner to ensure that the noise level is not excessive. Noise or use of any machine, equipment, device, tool, vehicle, or another item that creates or exceeds 45 dBa in volume outside and a 30 dBa in volume inside, at any time of the day, is prohibited.
10. Attire – Proper exercise attire is required in the fitness center and clubhouse. A shirt and shoes are required.
11. Bikes – No Bikes are allowed in the Clubhouse.

G. Clubhouse & Pool Rental

1. Agreement – A contract must be signed, and payment of the appropriate rental fees and security deposits are required before use will be permitted. Account must be in Good Standing.
2. Deposit/Damages – Unit owners reserving the clubhouse are responsible for promptly restoring the building and grounds to a clean and orderly condition and are liable for any damage to furnishings and equipment. If the rooms are returned to a clean and orderly condition and there is no damage, the deposit will be returned by the Association.
3. Inspection – An Inspection Report will be reviewed with and signed by, each Unit owner prior to the event. The same report will be used by Management to determine the extent of any charges for damage.
4. Cancellation – If a Unit owner cancels a reservation less than (10) days prior to the reserved date, a cancellation fee may be charged. Cancellation notification in excess of (10) days prior to the reserved date will result in a full refund.

H. Pool

1. There is no lifeguard on duty at the pool; swimming is at each person's own risk.

2. Each Unit is limited to the Unit owner and four pool guests at one time. Any parties at the pool that result in more than four guests must be scheduled in advance with the Management Company.



3. All pool guests must be accompanied by an Occupant while at the pool.
4. All persons under the age of 14 must be supervised at all times while in the pool area by a person over the age of 14 who is a capable swimmer.

5. Posted pool rules must be observed at all times, which are currently as follows:

- i. People entering the pool must be dressed in appropriate swimming attire. Jeans and tennis shoes are prohibited in the pool. Clothing for religious purposes is permitted.

Glass beverage containers are prohibited from entering the fenced-in pool area. All coolers will be inspected upon arrival. Random checks will be performed while on the pool deck. The 1st violation for glass bottles found in the pool area/deck – immediately expelled from the pool for the remainder of the day. The 2nd violation for glass bottles found in the pool area/deck – suspension of pool privileges for the remainder of the pool season. *

**Reinstatement will be at the discretion of the Board of Directors. Your presence at a hearing in front of the Board will be required. There is a fine assessment for each offense.*

- ii. Eating, drinking, or smoking within three feet of the pool is prohibited. Each person is responsible for his refuse at all times.

- iii. Pets are prohibited in the pool area (this is also a violation of the County Health Code).
- iv. Loud music or parties which infringe on other's use and enjoyment of the pool and pool area - or that disturb other Occupants - are prohibited.
- v. Pool lounge chairs cannot be reserved by placing towels or belongings on them while leaving the pool area.
- vi. The pool is open during regular clubhouse hours posted at the clubhouse entrance. The pool closes at 8:45 daily. There is a zero-tolerance policy including a fine for each offense for anyone using the pool outside of normal operation hours.
- vii. The pool may be closed at the discretion of the Board or the Management Company for any reason and at any time, without notice.
- viii. Rafts and noodles are prohibited, including knotted noodles. Flotation devices such as inner tubes, netted products, and swimmies are permitted. Floating devices are not allowed over 27 inches, no exceptions. The staff will ask that you take them back to your car or home.

I. Trash

- 1. Trash pick-up day is posted at each entrance based upon the City of Columbus' schedule which is located on the Clubhouse bulletin board. Trash containers which are the City of Columbus' property and are given to each Unit owner for their use may be set out after 5:00 pm on the day preceding collection. Call the City of Columbus at 614-645-3111 or go to Columbus.gov/311 for all concerns regarding trash pickup.
- 2. Containers must be put away as soon as possible and no later than 10:00 pm on the day of collection.
- 3. All trash for collection must be set out at the main Street three feet from the curb or garage. Heavy garbage trucks driving or backing into the drives and over curbs may cause damage that the Association will have to repair at a later date.
- 4. Unit owners are responsible for cleaning up trash spillage from their containers.

5. Trash containers, when not set out for collection, must be kept inside the garage or at the rear of the Unit.
6. Each Unit is also provided with a blue container for the Columbus Recycling Program. Recycling is picked up every Friday. Call the City of Columbus at 614-645-3111 for all concerns regarding trash pickup.
7. Bulk pick-up – Please call the City of Columbus to arrange for the pickup of items that do not fit in your container at 614-645-TRSH (8774) or 614-645-3111.
8. Household hazardous waste - Please dispose of HHW by contacting the City of Columbus at 614-728-3788 or go online to: <https://www.columbus.gov/utilities/customers/Participate-in-a-Household-Hazardous-Waste-Collection-Program/>, or you may call 614-645-3111.

J. Landscaping

1. The Association provides extensive landscape services and maintenance to the Common Elements. For more information on a Unit owner's landscape rights and responsibilities, please refer to Handbook Article V, Section E.



K. Snowplowing

Please understand that each snow occurrence is different by means of time of occurrence, amount of snow, the snow mixture (powdery, wet, icy, etc.), duration of the snowfall, etc., so adjustments to the plan may take place without notice. Snow removal will only take place when at least 3" of snow has accumulated.

Roads: As soon as 3" of snow has accumulated, there will be at least one plow truck and one Bobcat on the property at the same time. They will start clearing the snow from the entrance of the community at Blendon Place Drive with a plow truck and work around the perimeter of the community plowing Blendon Place Drive, Meadowick Drive, Blendonridge Drive, Blendonbrook Lane. Then they will have a bobcat do the interior roadways where space is very limited as to where the snow may be piled. These roadways include: Blendon Way Drive, Blendon Point Drive, Blendon Grove Way, Meadowleigh Way, and Parkcove Drive. This process will be repeated until the snow stops accumulating and all areas are reasonably clear.

Mailboxes: The areas by the mailboxes will be cleared each time the truck and bobcat are working on that Street. If the Streets get deicer, the mailbox areas will receive the same treatment.

Parking Spaces: Parking spaces will be cleared where three or more adjacent spaces are open or where there are curbs on both sides of a one or two parking space area and those parking spaces are all open. This includes driveways. All driveways will be cleared unless there is a car in it or directly next to it. This is done after the Streets and mailbox areas are clear. Double spaces will be attempted only if there is no car in either space.

Salt & Calcium: Salt or calcium will be applied using best judgment if the weather forecast states that there will be precipitation in conjunction with freezing temperatures.

L. Pets

1. Unit owners are required to abide by the laws and local ordinances with respect to licensing, current vaccinations, caring for and controlling pets.
2. Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. The Common Elements are for the enjoyment of all Occupants. These areas cannot be fully enjoyed if an animal's waste is left on the grounds. Unit owners consistently failing to clean up after their animals may be faced with the removal of the offending animal from the Condominium Property upon written notice.
3. Pet owners may be assessed an enforcement assessment for violation of these policies. (Pets may be ejected at the discretion of the Board if they become a nuisance).
4. Except as otherwise provided by this Section, ALL pets (including cats) must be on a handheld leash and attended to at all times while outside the Unit. Cats are not permitted to roam the Common Elements or Limited Common Elements at any time.
5. Breeding or maintaining animals for commercial purposes is prohibited.
6. Vicious dogs, snakes, etc. are prohibited. A "vicious dog" means a dog that: (1) lunged at any person or other pet in a threatening manner on more than one occasion; (2) has caused injury, including death, to any person; (3) is defined or found to be a vicious dog under any state or local law, ordinance, other regulation, or by a court of

law; (4) has bitten or injured a person on the Condominium Property; or, (5) has bitten, injured, or killed another pet. Upon the Board's determination that a given dog is a vicious dog, the dog is prohibited from being kept, harbored, or permitted to remain on any part of the Condominium Property for any length of time.

7. Pets creating a nuisance, unreasonable disturbance, damage to the Common Elements or the property of any other Occupant are prohibited. If the Board deems a pet a nuisance, it must be removed.
 8. Unit owners are solely and exclusively responsible for the actions of their pet(s) or the pet of anyone residing in or visiting their Unit, including damage or injury to property or another person. Unit owners are responsible for the costs of repairing any damage to the Common Elements caused by such pet(s) including but not limited to, the cost of replacing grass, bushes, or other landscaped areas.
 9. Animal pens or houses are prohibited in the Common Elements or Limited Common Elements.
 10. Tethering or staking pets outside in the Common Elements or Limited Common Elements is prohibited, unless the Occupant or Unit owner is immediately present, and the tether is no longer than fifteen feet. For purposes of this Paragraph, "immediately present" means that the Unit owner or Occupant is within a twenty-foot radius of the tethered animal, and that person is located outside of the Unit. In other words, Unit owners may not remain inside the Unit or porch if their pet is tethered. If a Unit owner or Occupant tethers his/her pet in accordance with this Section, the Unit owner/Occupant agrees to indemnify and hold harmless the Association, its Board of Directors, managing agent, Unit owners, Occupants, and guests, for all damages, injuries, causes of action, claims, judgments, verdicts, and costs (including reasonable attorney's fees) for any injury or damage to property or person caused by a pet who is tethered pursuant to the provisions of this Paragraph. Tethers are not to be stored on the outside of the unit in the Common Elements or the Limited Common Elements.
- M. Roads – The speed limit within the Association is 16 miles per hour. Reckless operation, excessive speed, and/or driving on any lawn areas is prohibited. Blendon Park is under radar surveillance. Violators will be subject to enforcement assessments.
- N. Mailbox – Each Unit is assigned a mailbox by the United States Post Office. Please see the postmaster of the main post office in Gahanna or call 614-472-0696 for mailbox assignment or key replacement. Any posting on the

mailbox structure or mailboxes is prohibited. Posting on the mailbox is for official communication from the Association's Board, or communications to all Occupants that the Board has approved.

- O. Sales and Commercial Activity – Commercial activity is prohibited from being conducted within the Units or the Common Elements. As a result, yard, estate, garage sales or auctions are prohibited on the Condominium Property.
- P. Key Fob - There is a zero-tolerance policy including a fine for each offense for anyone who abuses the use of their registered key fob, including but not limited to giving it to an unregistered user or nonresident.
- Q. Harassment - There is a zero tolerance policy and a fine for each offense for anyone who verbally and/or physically abuses any contractor while working in our community including but not limited to spitting, throwing objects, threatening violence, making physical contact with contractor personnel, and/or equipment, profanity, threatening, yelling, derogatory comments regarding race, ethnicity, gender, gender expression, sexual orientation, religion, age, socioeconomic status, physical or mental abilities, etc.

V. Unit Owner's Exterior Guidelines and Responsibilities

As Unit owners, we care not only about the interior of our Units, but also the exterior appearance. While the Association is responsible for many exterior components, the Unit owners also have freedom and flexibility to tailor the building exterior to make your Unit your home. The Association encourages Unit owners to make improvements to the Unit's landscaping or other exterior improvements, provided that those modifications and improvements are consistent with the architectural harmony of the community, comply with the following standards, and have obtained the Board's approval.

These rules and regulations are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with the exterior of the buildings. All decisions by the Board will be documented and maintained in the Association's meeting minute records, including any extenuating or unique factors involved in the decision-making process. As with any Board-promulgated rule, the Board reserves the right to add to, delete, modify, or otherwise amend the above rules and regulations as it deems necessary for the health, safety, and comfort of all Occupants for specific approval requests.

A. General

- 1. Keep the area surrounding the Unit free from trash, paper, and other debris.

2. Electric insect killers are prohibited.
 3. Unit owners who wish to have bird feeders will be responsible for keeping them clean and for picking up any debris that falls to the ground. Birdhouses, bird feeders, and birdbaths must be confined to the Limited Common Element of each Unit. If these items create a nuisance or damage the Common Elements, they must be removed. Bird feeders must not be placed in any grassy area in such a way that would impede mowing or landscaping routines. Any bird feeders and/or houses attached to a building structure or exterior surface must be approved by the Board prior to installation.
 4. Drones or any other remote-controlled flying devices are prohibited to be flown anywhere on the property for safety and privacy reasons.
- B. Storage – All toys, bicycles, recreation equipment, wading pools (must be covered and emptied after use), furniture, lawn hoses, sprinklers, etc., must be removed from the Common Elements, driveways, and sidewalks by sunset daily and during landscape maintenance routines. Structures such as large playhouses, dog houses, or storage sheds are prohibited on any part of the Common or Limited Common Elements.
1. Wading pools must follow the city guidelines and ordinances, must be attended to when in use and must be emptied and covered after use.
 2. Hot tubs must follow the city guidelines and ordinances, must be in an enclosed fenced area, must be attended to when in use and must be covered after use. The Owner must submit an Exterior Modification application and must receive approval from the Board prior to installation.
- C. Signs
1. One professional printed For Sale or For Rent sign is permitted on the interior side of a window. No other signs are permitted in the window.
 2. Hanging, affixing, or displaying signs, awnings, canopies, shutters, television/CB or radio antennae or any other device, or any other item or ornament on the exterior walls, fences, or roof is prohibited without the prior written approval of the Board.
 3. Except as otherwise provided, no commercial signage, political signs or any signs of any kind is to be displayed on the Condominium

Property, Limited Common Elements or Common Elements, with the exception that: One alarm system sign is permitted per Unit, provided that the sign is no bigger than 10 inches in diameter and must be free-standing and placed in a mulch area immediately in front of the Unit and not attached to the unit.

4. Decals for the purpose of fire, security, oxygen, or other emergency services not exceeding 10 square inches may be placed on the interior glass surface of the Unit's windows.

D. Decorations

1. Lights and decorations are permitted to be placed in the Limited Common Elements and/or building exteriors, provided that the decorations are not affixed to the structure or building exterior in such a manner that requires any penetration of the exterior building surfaces and the decorations do not damage or discolor Limited Common Element buildings, gutters, or siding. In other words, the decorations may only be displayed on the building exterior if they are secured by suction devices, ties, or another form of banding. Inflatable decorations are prohibited.
2. Exterior lights must be rated for outdoor use.
3. Holiday decorations may not be displayed before Thanksgiving Day and must be removed no later than the 21st of January of the following year. Exterior light fixture bulbs must be white, with the exception that they may be colored between Thanksgiving Day and January 21st of the following year. Colored lights are permitted during special City or Nationwide campaigns and events like police support and breast cancer awareness.
4. For any other holiday that occurs outside of the time period between Thanksgiving Day and January 21st, Occupants may display decorations, provided that the decorations comply with the guidelines outlined in Paragraph 1 of this Section, and that the decorations must not be displayed more than one week before and one week after the holiday.

E. Landscaping

Our Association takes great pride in the landscaping appearance of our community. Our neighborhood contains naturally occurring landscaping elements such as lawns, grasses, as well as landscape improvements made by both the Association and individual Unit owners surrounding the Common Elements and Limited Common Elements. The Association encourages Unit owners to contribute

to this landscaping beauty. The following guidelines guide this process and help to preserve our beautifully landscaped neighborhood:

1. All garden hoses must be neatly rolled and placed near the water spigot when not in use. Storage of garden hoses must not interfere with the regular landscape maintenance. During winter months, garden hoses must be disconnected and stored inside the Units or garages.
2. Trees, shrubs, and/or landscape elements may be planted, with prior written Board approval. The Unit owner is responsible for the maintenance and upkeep of these additional plantings in the beds adjacent to the Unit.
3. No Unit owner may add, change, transplant, or remove any trees, shrubs, or permanent landscape material without prior, written approval from the Board.
4. Unit owners must submit detailed plans for any modifications, etc. to landscaping in the Unit's Limited Common Elements or landscape beds for all other plants or landscaping that is not pre-approved by using the Application for Exterior Improvements for approval, prior to starting work.
5. You must have prior written approval from the Board before you change the size of existing plant beds or if you would like to add a new bed.
6. Prior approval is not required for the planting of flowers in the mulched beds around your front porch and garage. All flowers must be removed when dead.
7. Multicolored lawn ornaments are prohibited in the Common Elements and will be enforced at the discretion of the Board of Directors.
8. Planting in mulched areas is permitted, but the Unit owner is responsible to maintain. The Association is not responsible for any damage to such planting done by the grounds-keeping crew. At the Board's request, any additional planting must be removed, and the Common Elements restored to the original condition prior to the planting at the expense of the Unit owner. Any planting other than flowers in existing mulch beds must receive the prior written approval of the Board. All dead plantings and weeds must be removed by the Unit owner.

9. Units may install a maximum of a two-foot-wide straight landscape bed behind the deck or fence. Unit owners that have had problems with lawn equipment damaging their deck or fence are encouraged to do this. End units with side decks can have a maximum of two feet beside their deck as long as there is a four-foot space between the neighbor's space and your own for lawn care reasons.
10. Any shrubs, herbs, or trees, etc. planted in Common Elements must be pre-approved by the Board in writing.
11. Vegetable gardens or sunflowers are prohibited anywhere on the Condominium Property; however, container gardens are permitted.
12. Borders may not be used to edge mulched beds without prior written Board approval.
13. Bed edging must not be greater than 6 inches in height and may not be: aluminum, metal, wire, plastic, rubber, no painted stone or wood.
14. Flowerbeds or plantings located anywhere along the outside edge of decks or patios that infringe upon the Common Element or are planted beyond 2 feet (behind decks to be consistent) are prohibited.
15. Flower boxes mounted on porch railings or on deck railings are permitted. Flower boxes must be kept free of debris and dead plantings; otherwise, they must be removed. Flower boxes attached to siding, trim, or window trim are prohibited.
16. The contents of any flower beds planted by Unit owners or Occupants must be removed by October 31st or the first frost of each year.
17. Clinging vines, such as clematis or ivy must be on a trellis and are not to climb on the building nor climb the fence. Plantings & Trellis must not exceed a height of 36 inches, must not be attached or leaning on the unit. The owner must submit an Exterior Modification application and must receive approval from the Board prior to installation of large trellis.

F. Doors (storm, regular, garage)

1. Unit owners are responsible for the maintenance, repair, and replacement of all outside entry doors to their Units, including:
 - i. Storm doors, including the glass, hinges, frames, and weather seals;

- ii. Garage doors, including panels, all mountings, opening and locking hardware, weather stripping, and automatic door openers (openers must be affixed to the wood trim on the inside frame of the garage door;
- iii. Sliding glass doors, including the glass, hinges, frames, and seals; and
- iv. All other entry doors, including the frames, hinges, or other hardware.



- 2. Prior to the installation or replacement of any door, the specifications, including the door's color, must be approved by the Management Company to reasonably ensure the Board's standards for the community's uniform exterior appearance. The following is a specification and color guide for doors:
 - i. The color of all front doors to Units in the community is Carbonized gray. When your door needs to be painted, it must be Carbonized Gray. For specific details, please contact the Management Company.
 - ii. All garage doors must be a six-panel inlay of Blendon gray that matches the exterior siding.
 - iii. Sliding glass door frames must be white.
 - iv. The rear/side doors leading to a porch or deck that are not sliding doors must be of Blendon gray color that matches the exterior siding.
- 3. Many Unit owners desire to install storm/security doors to the front door of the Unit. The installation of storm/security doors is permissible, provided that the Unit owner first obtain written approval from the Management Company before installing a storm/security door and the storm/security door complies the following requirements:
 - i. Storm/security door permitted are full view glass or full glass with half screen.
 - ii. Black and White are the preferred color choices. When your screen door needs to be replaced it must be black or white.

Installation of storm doors may void any warranty provided by the door manufacturer.

- iii. Once the storm/security door is approved and installed, the upkeep and maintenance of the door will be the responsibility of the Unit owner.
- iv. Storm/security doors must be installed to the wood frame of the front door and not to an exterior building surface.

G. Windows

- 1. Unit owners are responsible to maintain, repair and replace all Unit windows, including the glass, screens, sashes, jambs, frames, locks, hinges and weather seals. All windows must contain horizontal and vertical white window grids that create six boxes on each glass pane (upper and lower panes).
- 2. Unit owners may affix window coverings to the interior of the window, such as draperies, shutters, blinds (vertical or horizontal) or valances, the color of the window covering must be white, off-white, natural wood, beige or a similar shade on the exterior side. All window coverings must be of a kind that is manufactured or made specifically for that purpose. No other materials may be used. AC units are not permitted in the windows. With prior written approval from the Board, glass block windows may be installed in a Unit with an existing basement window.

H. Light Fixtures

- 1. Exterior Lights - Lights are the responsibility of the Unit owner to maintain, repair, and replace. Unless colored for a holiday decoration provided for in Section D, Paragraph 2, all light bulbs must be white or clear in color.
- 2. Landscape Lights -The installation of low voltage landscaping lights in the Limited Common Elements in the back of Units is permitted. All plans for the installation of low voltage lights in the front of the Unit must be submitted for approval by the Board. All other exterior lighting changes or additions must be submitted for approval.
- 3. Sidelights - Stained glass, frosted glass, glass block or anything, which will change the appearance of the sidelight, or the sidelight panel is prohibited. Suncatchers or stained or frosted glass may be hung from inside your home to show through the sidelight window.

I. Patios/Decks/Fences

1. Unit owners are responsible for the cleaning and housekeeping of their Limited Common Element, including weed and snow removal.
2. Any changes affecting the exterior of your Unit, including the patios, decks, storm doors, windows, and fences must be approved by the Board. This is done by completing an Application for Exterior Improvement Form and submitting all plans, pictures, and drawings to the Management Company. Your application review and approval will be returned to you before any work can begin.
3. If a Unit owner attaches anything to the back-divider fence, that individual side of the divider fence becomes the Unit owner's responsibility to maintain and upkeep. If the Unit owner damages the back divider fence the cost of repairs is the Unit owner's responsibility. If the divider fence between the Units has something attached to it by both Unit owners, then both Unit owners are responsible for sharing the cost of maintenance and upkeep on their individual side. The side of the divider fence that does not have anything attached will be maintained by the Association. If contested, the final decision would be at the discretion of the Board.

J. Flags

1. Unit owners may install a flag on the exterior of their Unit provided that the pole and its holder are not affixed to the building's brick façade, or the wood columns to either side of the garage door. All flag holders must be white or black, and the pole may be no longer than 5 feet in length. Free-standing flag poles are prohibited. The installation of all flag poles must be approved by the Board prior to installation.
2. Unit owners may and are encouraged to fly only non-offensive flags or non-political flags on the flagpole. A Unit owner may install pursuant to Paragraph 1, above, including but not limited to the United States Flag, State of Ohio flag, sports team, holiday decoration, national flag, support flag (at the discretion of the Board), armed services flag or religious flag. All flags must be no larger than 3 feet by 5 feet.
3. Flags must not be installed where they can obstruct a sidewalk, roadway, or visibility on the roadway.
4. Flags must be made of nylon, polyester, or cotton material.

5. Unit owners displaying flags must comply with all other rules governing the display of the American Flag, including:
 - i. American Flag etiquette requires the flag to be displayed only from sunrise to sunset unless the flag is otherwise illuminated;
 - ii. The flag may not be displayed on days when the weather is inclement except when an all-weather flag is displayed;
 - iii. The flag should never touch anything beneath it, such as the ground or floor;
 - iv. If the flag should ever become torn, faded or in any way mutilated it must be replaced.
6. Garden Flags. Unit owners may install up to two garden flags in the landscaping beds adjacent to the Unit. These flags may be no larger than 12.5 inches by 18 inches and must adhere to the same rules in section 2 above.

K. Grills/Fires

1. Ohio Grilling Law: In accordance with the Ohio Fire Code, charcoal burners, gas/propane grills or any other type of open-flame devices are prohibited from being used within 10' of a multi-family building. The Ohio Fire Code also prohibits the operation of such devices or storage of gas containers on balconies and decks or within 10' feet of combustible construction. Chimneys/chimeneas, open-flame devices, including fire pits of any kind are prohibited. No grilling is allowed on, in or under an enclosed structure, including but not limited to a Unit, porch, garage, or deck. Grills of any type are not permitted on front porches. Please store your cooled grill behind your Unit or within your garage.
2. Charcoal grilling and firewood are prohibited.
3. The Association is not responsible for and does not enforce the Ohio Fire Code. To report violations of this law, please contact the City of Columbus Fire Marshall.
4. As of June 25, 2020, there is zero tolerance for having/and or burning a prohibited fire pit. As of October 11, 2023, charcoal grilling has been added to the zero-tolerance policy. This amendment was adopted for the safety and protection of our residents and property. Residents will be assessed a fine on their first offense.

5. The only fire-producing unit allowed is a propane grill.

L. Satellite Dishes

1. Acceptable Satellite Dishes – One direct broadcast satellite (“DBS”) and one multipoint distribution service (“MDS”) one meter (approximately 39”) in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as “dish(es)”, per Unit, are permitted. Additional dishes may not be installed unless the Unit owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes must be no larger or installed any higher than is absolutely necessary for the reception of an acceptable quality signal.
2. Location of Installation – The dish must be installed entirely within the Unit owner’s Limited Common Element rear deck or patio area. Any installations that partially or fully obstruct or interfere with the entry or exit from a Unit are prohibited for safety reasons, which precludes installation on any front porch or stoop area. Dishes must not attach to or encroach upon the Common Elements, which precludes any installation on any exterior door or window surface, or another Unit owner’s Limited Common Elements or Unit.
3. Installation of Satellite Dishes/ Cable Lines
 - i. All dishes must be installed as required first by these rules as well as in compliance with local building and safety codes, in accordance with the manufacturer’s instructions, and must not damage or impair the Common or Limited Common Elements.
 - ii. Dishes must be screened and/or shielded from view from the outside community and from other Units to the maximum extent possible. Decorative covers, i.e., imitation rocks or patio furniture, and shrubbery may be acceptable shields as determined by the Association.
 - iii. All installations must take aesthetic considerations into account. Dishes and all associated equipment and wiring must be painted to match the color of the building they are adjacent to.
 - iv. The installation of wiring must not impair the integrity of the building.
 - v. There will be no penetrations of the Common Elements or Limited Common Elements for wiring unless it is necessary to

receive acceptable quality signals. The following wiring alternatives must be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: devices that permit the transmission of telecommunication signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring.

- vi. All contracted installers must maintain general liability insurance, including completed operations, of at least \$1,000,000.00 and Workers' Compensation coverage.

4. Maintenance

- i. Dish owners are exclusively responsible for all maintenance costs, including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated with or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all common elements and limited common elements) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.
- ii. Unit owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit owner's expense after 72 hours, or at any time, if the detachment threatens the safety of persons or property.
- iii. Upon sale or other transfer of the Unit, dishes must be removed, and the property restored to its original condition.

- 5. Notification and Waiver – The attached notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted prior to any installation.

M. Additional Improvements and Modifications

The Board encourages Unit owners to reasonably maintain and repair their Units, as well as to make reasonable improvements to their Units that conform to the

general architectural harmony of the neighborhood. The above provisions outline what is generally acceptable; however, all other or additional improvement or modification requests must be submitted to the Board in writing and receive the Board's written approval prior to installation. All improvements must take place within your Limited Common Element, contact Franklin County Recorder's Office for the exact measurements. There are no exceptions to this rule; if a plan has been approved by the Board or Management and you build beyond your Limited Common Element, you as the Homeowner are solely responsible for the removal. It is not the Board or Management's responsibility.

The procedural guidelines for all other exterior modifications are as follows:

1. Additions, alterations, replacements, or improvements to any Unit exterior such as windows, lighting, etc., are prohibited without prior, written approval from the Board and/or the Management Company.
2. Unit owners may not install a fence or patio divider without prior, written approval from the Board and/or the Management Company.
3. Application for Exterior Improvement must always be completed and submitted to the Management Company. (Appendix A)
4. Written Board approval must be received prior to any work being performed and the project must be completed within 60 days after approval.
5. Please consult with the Management Company for any additional requirements relating to the intended improvement. The Association and Management Company assumes no liability relating to the authorization of any improvement installed in your Unit. When considering the distance needed to access items like utilities, divider fence, and association-related items, it is important to take into account that at least 36 inches of space is required to complete work between association property and owners' property.

NOTE: Any improvement performed by Unit owners, without written approval from the Board, will be subject to immediate removal. If necessary, the removal may be performed by the Association at the Unit owner's expense.

N. Specific Prohibitions

1. The following changes are specifically prohibited, and it is the policy of the Board of Directors to reject any application for permission to make them:

- i. Attached awnings or overhead structures (not part of the original design), whether in front of your Unit, over the deck/patio area behind, or on the side of the unit.
- ii. Exterior color changes made to any outside door, window trim, porch, porch steps, porch railing, garage door, or siding.
- iii. The use of any colors other than Blendon Gray on your decks. However, protection may be used over the Blendon Gray by means of a clear, colorless waterproofing or wood protection material.
- iv. Chain link galvanized metal or barbed wire fencing.
- v. Antenna and radio towers in the Common Elements.
- vi. Egress windows.
- vii. Wrought iron handrails.

VI. Unit Owner's Interior Guidelines, Emergency Calls and Responsibilities

- A. Maintenance and Repair: Unit owners are responsible to maintain, repair, and replace the components of their Units. Generally speaking, the Units are defined as everything from and including the Unit's perimeter drywall inwards. This responsibility includes, but may not be limited to:
 - 1. Plumbing problems within the Unit. Examples: toilets, clogged drains, water pipe leaks, outside spigot, or scheduled water shut offs.
 - 2. Electrical problems with all metered circuits within the Unit, or other lines, wires or conduits that only serve that Unit, even if those lines or wires are located outside the Bounds of the Unit.
 - 3. Heating and air conditioning systems.
 - 4. Exhaust and ventilation systems.
 - 5. Television, radio, or cable service connections.
 - 6. Sump pump basic maintenance and bucket test (replacement and service is the Association's responsibility).
 - 7. Vermin and pest control, including wasps, ants, spiders, termites, roaches, mice, and all other insects.

8. All windows, doors, light fixtures, appliances, other fixtures, molding, trim, personal property and attic, and interior wall insulation.
9. All other Unit components, including drywall; repairs and painting within the Unit.
10. Costs to relocate or repair fire/smoke alarms or detectors.
11. Covering walls, floors, and ceilings.
12. Dryer vents and their cleaning.
 - i. If immediate service is required for an issue falling under the unit's responsibility as mentioned above, the Unit Owner will be responsible for the cost of the service call. If the maintenance falls under the association's responsibility, the Association will cover the cost. Due to the importance of addressing urgent matters promptly, the Unit Owner has the option of contacting the Management Company's maintenance on-call service department, though please note that this service is at the Unit Owner's expense. It is best to speak to the tech on call to fully understand your financial responsibilities and requirements before you schedule the appointment. It is crucial to understand that if service is performed and the issue falls under the Unit Owner's responsibility, the Unit Owner will be invoiced for the charges without any exceptions. The Unit Owner has the option, and it is advised to contact an independent contractor for the service calls listed above. A certified plumber should be contacted to turn the water off for repairs and remodeling. The certified plumber must use the shut off valves marked blue on the exterior of each building.

B. Modifications

1. Unit owners are responsible for maintaining all Unit owner installed items and options, such as but not limited to, rear patio improvements, window well covers, storm doors, rear, and side patio lights, and all other fixtures, etc.
2. Unit owners must submit a modification request to move supporting walls and/or to relocate Common Elements, such as supporting structures or utility lines serving multiple Units. No construction or installation of these modifications may begin until the Unit owner has received the Board's written approval. The movement of interior walls that do not contribute to the supporting structure of the building or

that do not contain Common Element utility lines, pipes, wires, or ducts does not require the Board's prior approval.

C. Restrictions

1. Activity that might cause damage to lawns, landscaping, buildings, pavement or other personal property is prohibited. If the damage is caused to any Common Elements or another Unit owner's property due to actions of a Unit owner, their household pet, guest, or Occupant, the Unit owner will be responsible for repairs and/or charges as determined by the Board of Directors and/or the Management Company.
2. Unreasonable noises or actions (e.g.: loud music, barking dogs, wind chimes), or any other nuisance or illegal activity are prohibited. All physical or verbal abuse is prohibited. Noxious or offensive activity in any Unit, or upon the Common or Limited Common Elements is prohibited. Using a Unit in any way or for any purpose that may endanger the health of or unreasonably disturb any Occupant is prohibited.
3. Solicitation is prohibited on the Condominium Property. Due to restricted parking availability, garage sales and tag sales are prohibited.
4. Units are intended as a residence for individuals living together as a single housekeeping unit. Occupants may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business (providing that such use does not involve customers, employees, licensees, or invitees coming to Unit), make professional telephone calls or correspond, in or from a Unit, is permitted.

D. Vacant Unit

1. If you are no longer residing in the Unit or are absent from your Unit for more than two weeks at a time, an alternate address and phone number must be provided to the Management Company for emergency purposes.
2. Whether the Unit is vacant or is temporarily unoccupied for any length of time, the temperature within the Unit must be set above 50 degrees Fahrenheit at all times, preventing freezing pipes and water damage to the Unit, neighboring Units and the Common Elements. If a Unit owner fails to maintain adequate heating to the Unit, the Association has the right, but not the obligation, to activate the

utilities and supply heat to the Unit, and charge the cost of said activation, utilities, and heating to the Unit owner.

VII. Unit Owner's Financial Guidelines and Responsibilities

A. Association Assessments

While the Board is responsible for setting the Association's budget, each Unit owner is responsible for paying his/her annual operating assessments on a monthly basis and on time. Again, when the Unit owner does not pay, the rest of the Unit owners must make up the difference. Consequently, the Board has adopted an aggressive collections policy to reasonably ensure that Unit owners pay their assessments in a timely manner, and so that the other Unit owners are not unduly burdened by a neighbor's non-payment.

1. Collection Policy

- i. Unit owners are responsible for payment of monthly assessments or charges and any special assessments for capital improvements.
- ii. All dues and assessments are payable on the 1st of each month. Checks and money orders should be made payable to Blendon Park Condominium Association and mailed to Capital Property Solutions PO Box 93003 Las Vegas, NV 89193.
- iii. A \$25.00 late fee will automatically be assessed on the 6th day of each calendar month. A late fee will be added each month that an outstanding balance remains on the Unit Owners account.
- iv. The Unit Owner will be responsible for all charges and legal fees affiliated with delinquent accounts, NSF checks, etc.
- v. The following process will be followed for any account that is delinquent: Any payments made shall be applied in the following order:
 - a) Interest owed to the Association.
 - b) Administrative late fees.
 - c) Court costs, attorney's fees, and other costs of collection.

- d) Principal amounts the Unit Owner owes for the common expenses or penalty assessments chargeable against the Unit.
- e) Any cost, including attorney's fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit owner.
- f) If a Unit owner's account is delinquent, voting privileges and use of the Common Elements (including the Clubhouse) will be suspended until full payment is received.
- g) If any Unit owner (either by his or her conduct or be the conduct of any occupant) fails to perform any act he/she is requested to perform by the Declarations and Bylaws or this Handbook, the Association may, but will not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Unit owner the entire cost and expense, including reasonable attorney fees, of such performance or cure incurred by the Association. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge and the Association may obtain a lien for the said amount in the same manner and to the extent as if it were a lien for common expenses.
- h) In the event any check tendered in payment or partial payment of any obligation to the Association will be dishonored by the payer institution (i.e., the bank or other institution upon which the check is drawn) the Unit and Unit owner(s) thereof for which the tendered payment was made shall be charged the sum of \$25.00, in addition to any bank charges, to assist the Association in defraying the additional, administrative cost of handling the dishonored instrument.
- i) All assessments, installments of assessments and other charges made pursuant hereto will be the joint and several obligations of the Unit owner or Unit owners of the Unit at the time the same became due and a charge on the Unit with respect to which the same arose.

B. Insurance

While the Association maintains insurance on the Condominium Property, the Unit owners are also responsible to maintain insurance on the Units as follows:

1. **Property Insurance** – While the Association’s insurance policy insures our buildings, insurable events inside of your Unit under the Association’s deductible are the Unit owner’s responsibility. To protect against very high premiums and to help manage claims effectively, the Association’s deductible is \$10,000.00. As a result, Unit owners should have a minimum of \$10,000.00 in-building coverage. Many insurance policies refer to this as “Building Property” and “Loss Assessment” coverage. This amount covers the smaller, routine claims and damage, such as water damage or a kitchen fire. The Association’s insurance, on the other hand, covers major events to the Units and Common Elements such as a building fire or tornado destruction.
 2. **Personal Property Insurance** – As a Unit owner, you should also obtain insurance on your personal property. Often referred to as tenants’ insurance, this insurance covers your personal belongings in the event of vandalism or casualty events. The amount of insurance necessary will depend on the value of your personal property, including furniture, clothes, electronics, jewelry, and furnishings.
 3. **Liability Insurance** – In today’s litigious society, it is strongly recommended that Unit owners have sufficient liability insurance to protect against personal liability. For example, in the event a person is injured in your Unit, your liability insurance may cover the cost of the injury and damages. The Association maintains liability insurance on the Common Elements to protect against the same thing. Many insurance agents recommend that Unit owners have at least \$100,000.00 in liability insurance; however, you should contact your own agent to determine the best amount for you.
- C. **Utilities** – Unit owners are responsible for the maintenance and payments of their own gas, electricity, cable television, internet, telephone service and for calling to initiate service on the date of possession.
- D. **Property Taxes** – Unit owners are responsible for paying all Franklin County Property Taxes. Your property taxes not only reflect the value of your Unit, but also your undivided percentage of interest in the Common Elements.

E. Sales of Unit

1. One, professionally prepared "For Sale" sign is permitted on the interior side of the window of a Unit that is not in excess of nine square feet in size.
2. Within fifteen days of executing a purchase or sales agreement, the Unit owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer. It is the Unit owner's responsibility to make certain all assessments are current.
3. At the same time as above, the New Unit owner must provide the following:
 - i. Names of all occupants.
 - ii. Home & business mailing addresses.
 - iii. Home and business telephone numbers.
 - iv. Any change in the information required must be provided to the Board within 30 days of the change.
 - v. Emergency contact information.
4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
5. The seller is responsible for providing the following information to the buyer:
 - i. A copy of the governing documents including the Handbook.
 - ii. Unit access, mailbox, condo, and garage door key(s) and information.
 - iii. Garage door opener(s).

F. Leasing Unit to a Tenant

1. The Unit owner must provide the Management Company with the following information before the tenant takes up residence:

- i. Terms of the Lease.
 - ii. Full name of the tenant(s)
 - iii. Names of all occupants of the Unit.
 - iv. Home and business telephone numbers of the tenant(s).
2. The Unit owner is responsible for making the tenant aware of and providing them with a copy of the governing documents including the Handbook.
3. The Unit owner is responsible for tenant violations of the Declaration, Bylaws, or the Handbook. The Unit owner is responsible for enforcement assessments and all other damages and any recourse the Unit owner may wish to take against a tenant who is in violation. If the Unit owner fails to cooperate, the Board may initiate eviction proceedings against the tenant.
4. The Lease document must contain a clause making it subject to the covenants and restrictions in the Declaration, Bylaws, and this Handbook.
5. Using a Unit for purposes other than private residential housing or renting a Unit for transient or hotel purposes is prohibited. Transient or hotel purposes is defined as: Rental for any period less than one year, or any rental or use if the occupants of the Units are provided customary hotel services such as room service for food and beverage, maid service, furnishing of laundry, linen, and bellboy service.
6. According to the Twelfth Amendment to the Declaration of Condominium, Blendon Park Condominiums has a 5% cap on all rentals as of April 15, 2008. Homeowners may not rent a unit without written permission from the Board. If your unit is currently rented and the tenant moves out, you must get approval before renting to another tenant.

VIII. Enforcement Procedure

- A. Complaints – Complaints against anyone violating the Handbook must be submitted to the Management Company in writing. The complaint must contain the name, address, date, telephone number and signature of the individual filing the complaint (see Appendix “B”).

- B. Responsibility for Guests/Tenants – The Unit owner is responsible for any violation of the Governing Documents by the Unit owner, guests, or the Occupants, including tenants, of his/her Unit.
- C. Violations of Governing Documents
 - 1. Notwithstanding anything contained in this Handbook, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, will be added to the account of the responsible Unit owner.
 - 2. All costs for extra cleaning and/or repairs to the Common Elements or other property stemming from any violation will be charged to the responsible Unit owner.
- D. Enforcement Assessment
 - 1. Prior to the imposition of a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
 - i. The Unit owner is responsible for any violation of the Declaration, Bylaws or Rules (“Governing Documents”) by the owner, guests, or the Occupants, including tenants, of his/her home.
 - ii. Notwithstanding anything contained in these rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys’ fees, will be assessed to the account of the responsible Unit owner.
 - iii. All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will be charged to the responsible Unit owner’s account.
 - iv. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.

- v. Prior to the imposition of a charge for damages to the common elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:

Written notice(s) will be served upon the alleged responsible Unit owner specifying:

- a) If applicable and in the absence of any emergency involving imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment; and
- b) A description of the property damage or violation; and
- c) The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
- d) A statement that the Unit owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

- 2. To request a hearing, the Unit owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by item 1 above.

- i. If a Unit owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Unit owner with a written notice that includes the date, time, and location of the hearing. If the Unit owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
- ii. At the hearing, the Board and the alleged responsible Unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence and/or written notice to the Unit owner to abate action, and the intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The Unit owner will then receive notice of the Board's

decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.

- iii. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

Note- The Board may levy enforcement assessments on Unit owners who violate (or whose invitees or tenants violate) any section of the declarations, bylaws, or rules.

E. Enforcement

The first occurrence violators will receive a series of three letters. The first letter will be a warning letter requesting that the stated infraction be remedied within 10 days. The second letter will be a second warning letter indicating that if the stated infractions are not corrected in 10 days, then the Condominium Association will assess the violating Unit owner a fine on their Condominium Association account. The third letter will be an assessment letter informing the violating Unit owner that the stated item has not been corrected and that their Condominium Association account will be assessed a fine. For second occurrence violators, they will receive a series of two letters. The first letter of these two will be a warning letter indicating that if the stated infraction is not corrected in 10 days, then the Condominium Association will assess the violating Unit owner a fine on their Condominium Association account. The second of the two letters will be an assessment letter informing the violating Unit Owner that the stated item has not been corrected and that their Condominium Association account will be assessed a fine per occurrence hereafter and that warning letters will no longer be sent regarding the stated infraction.

F. Collection Assessment

Any fine levied against a Unit owner, in accordance with these procedures, shall be classified as an assessment against that Unit by the Condominium Association. Accordingly, the Condominium Association will pursue the collection of such fines and levies by pursuing all remedies available to it under Ohio Law, including, but not limited to, the filing of Condominium Association assessment liens and foreclosure of title.

G. Request for Compliance

The Condominium Association shall, except in cases of emergency, security breach or recurrent violations, notify any Unit owner of any violation which may result in sanctions against him, and request voluntary compliance before enforcing compliance.

H. No Voluntary Compliance

If a Unit Owner does not comply with the Rules upon request, then the Condominium Association may pursue any and all remedies available to it, including fines, litigation, arbitration, and self-help. All enforcement costs shall be assessed to the Unit Owner, pursuant to the Declaration of Condominium and Ohio Law.

I. Violation Reporting/Complaint Registration

All Violation reports or complaints regarding other residents must be made in writing. The approved complaint form is available at the clubhouse, online, in the back of the handbook, or you may contact the management company to have one sent to you.

APPENDIX A

PROCEDURE TO OBTAIN RULES ENFORCEMENT

If concerned about a violation of Rules at Blendon Park, a complaint may be filed with the Condominium Association by:

Filling out a Rules Violation Complaint Form and sending it to the Condominium Association at the address indicated on the form. Copies are available online at www.blendonpark.com, in the back of this handbook on page 61, or at the Clubhouse. All violation reports or complaints regarding other Occupants must be made in writing.

Your identity will be kept confidential unless a hearing or court action is required to obtain compliance. In cases of hearings or litigations, the Condominium Association can be compelled to identify the complainant. Confidentiality can be maintained if a representative of the Condominium Association can personally witness the violation.

Rule numbers should be referenced when reporting violations of rules. Those numbers can be obtained by referring to the section in this Handbook.

A complaint may NOT be made over the telephone.

APPENDIX B

EXTERIOR MODIFICATION APPLICATION PROCEDURES

A written request describing planned improvements must be submitted to the Association, which includes plans and drawings, to clearly explain or illustrate the request. For storm door requests include the manufacturer and model number. If we can resolve your request right away, we will respond within five days. Otherwise, we will refer your request to the Board of Directors for their response, please be advised the approval can take up to 45 days. All applicants can be dropped off at the Clubhouse or mailed to:

Blendon Park Condominium Association
5401 N. Hamilton Rd
Columbus OH 43230

If your request needs to be referred to the Board of Directors, you will receive your response by mail in a timely manner. The Board of Directors generally meets monthly. Disapproval will generally be accompanied by suggestions for changes so that applications may be resubmitted with modifications.

A City Permit is required for decks, service doors from garages, and hot tubs. A permit can be obtained at 757 Carolyn Ave., Columbus, OH 43224; Telephone: (614)645-7433. Be sure to take your Blendon Park approved application, your drawings/plans and a site map with you when you apply for your permit.

Once you obtain a permit from the City of Columbus, please forward a copy of it to the Association. If no changes were made to the original plans approved by the Condominium Association, you may begin construction.

Upon completion of your project, the Association will inspect the improvements, in addition to the City.

Any improvements, modifications, etc. to decks, patios or fences done without prior approval and appropriate permits, are subject to removal.

Final project approval is granted only after satisfactory completion of the project meets all guidelines set forth by the Association.

APPENDIX C

The following is deemed to be accurate to the best of our knowledge at the time of printing.

BUILDING YOUR DECK, PATIO, FENCE, etc.

1. No improvement can extend onto the Common Element.
 - a. Limited Common Elements (LCA) are 12' from patio sliding door and between pre-installed privacy fencing.
 - b. Some end garage Units have an extended LCA spanning to the edge of the garage and even with the privacy fence.
 - c. Ranch Units have an extended LCA wrapping around the Unit. The dimensions may vary depending on the location.
2. Decks and patios and plantings can be anywhere within the LCA but require approval. The Unit owner is responsible for making sure the improvements are within the LCA.
3. The following applies to decks and fences:
 - a. Zoning Code: Fences and decks should be a maximum of six feet from the floor of the deck.
 - b. Structural Code: Minimum handrail height 36"; maximum clear space between spindles, 4"; footer minimum, 32" below finished grade.
4. The relocation of A/C condensers requires a permit from the City of Columbus, prior to moving the Unit.
5. PRIOR APPROVAL REQUIRED - Any improvements or changes made without prior permission from the Board and the City (if a permit is needed) will have to be removed and repaired back to its original state immediately.
6. COMPLIANCE - If the Unit owner does not comply within a reasonable period of time, the management company will hire a licensed contractor to make repairs and restorations at the Unit owner's expense.
7. PERMIT - Submit the approved package (from Condominium Association) to Department of Building Regulation, 757 Carolyn Ave., Columbus, OH 43224; Telephone: (614)645-7433. Check for \$130.50 (subject to change) to CITY TREASURER - COLUMBUS which covers the permit and all inspections by the City Department of Development.
8. EXCAVATION– BEFORE YOU DIG - 48 Hours before you begin digging, you must call Ohio Utilities Protection Service at 1-800-362-2764.

9. ATTACHING A DECK TO THE BUILDING - City Inspectors are going to look for the proper number and size of bolts. They will not be checking what part of the structure they go into. In fact, decks do not have to be attached to your Unit; however, if you do so, bolts must be placed 1-3/4" above the bottom of the siding. Trying to attach these bolts to any other position will result in hitting only air and the bolts will not hold in place. When you attach your bolts 1-3/4" above the bottom of the sill plate, you will hit the center of the 1-1/2" (2x4) sill plate.
10. INSPECTIONS PROCESS - Once footers are dug, they must be inspected by a City Inspector before you can proceed. Make sure your permit is on display or have it available to show to the Inspector. If the City Inspector does not see your permit, there will be no inspection and you will be charged \$45 (subject to change) for coming out again. If your project fails the inspection, you may also be charged \$45 for a re-inspection fee. The inspection of footers is the first inspection. There will be two more inspections for framing and final.
11. FRAMING AND DECKING - Remember to use screws and not nails to secure the decking to the framing of the deck.
12. BALUSTER - The second inspections (that is, of your framing) will take place after you have completed this step. The Inspector will check your framing for the strength of materials used, size and spacing of beams, joists, decking, and type and number of fasteners used.
13. STAIRS - Stairs will also be City-inspected at completion for strength and construction materials. They must be properly supported at the base as well as off the deck. The maximum rise is 8 1/4" and a minimum run of 9". Again, rails are required on both sides of the steps if there are over a 30" total rise. Consistency of the rising must be within 3/8". Steps must be within your LCA.
14. HOT TUBS - A City permit is required if the hot tub is placed on a frame similar to decking and is not required if placed on a surface similar to concrete. However, Association approval is required in both instances.
15. PATIOS - City building permits are not required for patio construction but must be approved by the Association. No improvement can extend onto the Common Element. Patios must slope away from foundations a minimum of 1/4" per 12" to provide positive drainage and prevent wet basement walls. The choice of colors and materials is optional (i.e., concrete, brick, stone, etc.).

SPECIFICATIONS AND MATERIALS

MATERIALS - Decking, fencing, skirting and all exposed materials must be made of cedar, composite decking material and/or standard treated wood. The wood should be protected with the Blendon Gray Stain to match siding obtainable at PPG Paints on Hamilton Rd. Any Units with any other stained colors, even those that have been grandfathered must use Blendon Gray Stain/Paint for any future applications. Framing material may be treated. 5/4 x 6, treated decking boards may be used, framed lattice may be used on the top of privacy fences that are installed on decks as long as the total height of the fence does not exceed 6 feet from the ground, sunburst/starburst design deck railings are approved, and composite decking material in approved colors only.

Any Unit owner who does not comply with the requirement is subject to enforcement procedures. Decks can be level with the finished floor of the Unit or one step down to prevent snow from drifting up against the patio door and melting into the track. The deck may not be attached to the building or have two sets of foundations. All snow and buildup must be removed to avoid moisture accumulation and frustration. (Two sets are more work and more expensive). Any variations to this must be pre-approved by the Board in writing.

QUALITY - All construction, alterations, and modifications must be of professional quality in appearance and conform to all Rules and Regulations of the Blendon Park Condominium Association.

A. DECKS

B. TYPES - We have defined the different types of decks as follows:

- a. 12x16 Deck
- b. Ranch Deck
- c. 12x24 Deck
- d. 12x36 Deck

C. POSTS - Posts must be cemented to a depth of 32 inches.

D. BALUSTERS - Balusters must be the aforementioned materials and be placed 4" apart (5 1/2" on center). Make sure the balusters are drilled and screwed instead of nailed. Square cut balusters must be capped and trimmed. Mitered balusters must have at least 1" finger grab at the top of the rail.

E. RAIL POSTS - Rail posts should be mitered, balled, or capped. They should be blocked to provide strength. 1' trim should be used, as it will remain straight through the weather changes and aging. The city will inspect railing from the tip of nosing to the top of the rail.

- F. GATES If you are going to attach a gate across the opening to the stairs of your deck, it must be identical to the balusters already in place and properly supported so it does not sag.
- G. SKIRTING - Solid skirting on the lattice is allowed in the aforementioned materials with no more than 1.5" gaps between slats and subject to approval prior to purchase/installation.
- H. PRIVACY FENCES - Privacy fences may completely enclose the LCA. However, a gate is required for egress/ingress from/to LCA in case of fire and to allow access for the meter readers and groundskeepers.
- I. The gate must be large enough to allow lawnmowers into the LCA so if the Unit owner wishes the groundskeepers can maintain/cut the lawn. The gate must also match the design of the fence.
- J. The fence must match the fencing which separates each unit (the original dividers). The only variations allowed are gentle taper, "dog ear" style picket fencing, stockade, or board to board fence contingent upon approval.
- K. The fence must be at least 42" high and full-dimension fencing (1 X 4, 1 X 6, etc.).
 - a. Posts for the fences must be cemented to at least a depth of 30" to make sure the posts will hold in wet ground and high winds.
 - b. A baluster railing style fence is permitted for enclosing concrete or stone patios.

Appendix D

BLENDON PARK CONDOMINIUM ASSOCIATION Application for Exterior Improvements

Your exterior improvement application must be submitted and APPROVED IN WRITING before you begin your project. Unit owners who are delinquent in the payment of their Condominium Association Assessments must bring their account current prior to receiving approval. Please check your Rules and Regulations for specifics pertaining to your improvement and note that all improvements must occur within your Limited Common Element.

Please complete the following information and submit this form along with any plans, drawings, brochures and/or literature to the address provided above along with your refundable deposit of:

_____ Deck/\$100 _____ Patio/\$100 _____ Fence/\$100
_____ Landscaping/\$50 _____ Other/\$50
_____ Storm Door (No Fee Required)

Name: _____

Daytime Phone Number: _____

Address: _____

Email: _____

DESCRIPTION OF IMPROVEMENT(S) REQUESTED

Estimated completion date for project:

*****All materials and tools must be picked up daily to avoid an unsafe environment*****

*****Contractor signs are not permitted*****

Unit owner Signature: _____

By signing this application, you are agreeing to abide by the Association's Governing Documents including the rules and regulations specific to architectural improvements.

Applications will be reviewed at the regular Board Meeting following the submission of the COMPLETED application. Failure to submit a complete application could defer the approval of the requested project.

DATE RECEIVED _____ APPROVAL _____ DENIAL _____

DATE _____ Signature of Agent or Association Representative: _____

INSPECTION DATE: _____ APPROVAL _____ DENIAL _____

FINAL INSPECTION APPROVAL Assoc. Representative or Agent Signature: _____

Notes/Stipulations

Applications that deviate from pre-approved plans will have to be inspected by the Board, which could take up to 30 days to complete the application review.

After you have received approval from the Association, contact the City of Columbus Permits, 757 Carolyn Ave, Columbus, OH 43224, 614-645-7433 to receive your permit (if necessary). Also, be sure to read your Rules and Regulations before you proceed. The City of Columbus will require an approval letter from the Association and a site plan depicting your Unit and its Limited Common Element. Site plans are contained in the amendments of your Declarations and Bylaws.

Mail or deliver Completed Application AND this Signature Form to:

**Capital Property Solutions
PO Box 630, Worthington, OH 43085**

Questions? Email admin@cpscolumbus.com

I acknowledge I have read and understand the rules and regulations from the Blendon Park Handbook regarding deck and fence specifications and also satellite dish rules.

Signature _____

Date _____

BLENDON PARK CONDOMINIUM ASSOCIATION
Satellite Dish Application

Please complete the information and submit to:

**Blendon Park office located inside the clubhouse 5401 N. Hamilton Rd,
Columbus, Ohio 43230 OR Capital Property Solutions at PO BOX 630,
Worthington, Ohio 43085.**

Satellite Dish Installation Rules

1. Round and oval dishes are permitted. The size of the dish is limited to an average of 30' in diameter.
2. The dish must be mounted to a post not higher than the divider fence (6') in the back limited common elements or mounted to the inside of the privacy fence of your Limited Common Area. The dish should not be visible from the Street and is not permitted on the rooftops or attached in any way to the siding.
3. The Unit owner is responsible for the leakage and/or damages caused by the installation of the dish and must repair damage to match the existing structure.
4. A licensed installer must perform the installation.
5. Coaxial wiring must enter the unit along the eaves and travel through the walls to the point of connection.
6. Exposed wiring must be painted to match the unit or hidden from view. All exterior wires must be buried at the time of the installation as well to avoid being clipped, etc.
7. Black or gray-colored dishes are preferred.

NAME: _____

DAYTIME PHONE: _____

ADDRESS: _____

UNIT NUMBER: _____

ESTIMATED COMPLETION DATE: _____

BLENDON PARK CONDOMINIUM ASSOCIATION
Maintenance/Work Request

Capital Property Solutions
PO Box 630, Worthington, Ohio 43085
Phone: 614-481-4411
Email: admin@cpscolumbus.com

Blendon Park Clubhouse
5401 N. Hamilton Rd
Columbus, Ohio 43230

Please make and keep copies of this form. This form MUST be used, with no calls or emails permitted.

Date: _____

Your Name: _____ Owner/Tenant?

Your Address: _____

Your Contact Number: _____

Email: _____

Maintenance/Work Requested: _____

BELOW TO BE FILLED OUT BY OFFICE:

Price Estimates (Written/Verbal) Must Be Submitted and Approved by The Community Association Manager BEFORE Any Work Is Performed.

Responsibility: Assoc _____ Condo Owner/Tenant _____ Building _____ Other _____

Requested by: _____ Request Date: _____

Sub-Contractor: _____

Comments:

BLENDON PARK CONDOMINIUM ASSOCIATION
Formal Complaint Form

Capital Property Solutions
PO Box 630, Worthington, Ohio 43085
Phone: 614-481-4411
Email: admin@cpscolumbus.com

Blendon Park Clubhouse
5401 N. Hamilton Rd
Columbus, Ohio 43230

Please make and keep copies of this form. This form MUST be used, with no calls or emails permitted.

Date: _____

Your Name: _____ Owner/Tenant?

Your Address: _____

Your Contact Number: _____

Email: _____

Complaint

Violator(s) Name (if known): _____

Violator(s) Address (if known): _____

Violation(s): please describe the nature, location, time, date, etc.

Signature

Print Name

Return to Capital Property Solutions or Blendon Park Clubhouse
Please note: Anonymous complaints will not be investigated or reviewed by the Board of Directors

BLENDON PARK CONDOMINIUM ASSOCIATION
Unit Owner / Occupant Contact Information Update

To provide us with complete information and help us verify that your account has been correctly established, please complete the Unit owner/Occupant Contact Information Form and return it to us at your earliest convenience.

Capital Property Solutions, PO Box 630, Worthington OH 43085
Email: admin@cpscolumbus.com

***Unit owner Address:** _____
Owner Occupied / Rental / Second Home (please circle one)

PRIMARY OWNER INFORMATION

*Last Name: _____ *First Name: _____ *Middle Initial: _____

*Home Mailing Address: _____

Please check Preferred: *Cellular Phone () _____ - _____
 *Home Phone () _____ - _____
 *Work Phone () _____ - _____

*E-mail Address: _____

Can we use your email as a primary source of written contact from our office?
Yes ☐ No ☐

CO-OWNER INFORMATION

*Last Name: _____ *First Name: _____ *Middle Initial: _____

*Home Mailing Address: _____

Please check Preferred: *Cellular Phone () _____ - _____
 *Home Phone () _____ - _____
 *Work Phone () _____ - _____

*E-mail Address: _____

Can we use your email as a primary source of written contact from our office?
Yes ☐ No ☐

EMERGENCY CONTACT PERSON

*Last Name: _____ *First Name: _____

Phone Number: () _____ - _____ (home / cell / work)

PETS (IF APPLICABLE)*Type of Pet(s)**Approximate Weight (lbs.)**Color(s)*

VEHICLES*Year**Make**Model**Color(s)**License Plate*

TENANT INFORMATION (IF APPLICABLE)**Last Name:* _____ **First Name:* _____ **Middle Initial:* _____**Home Mailing Address:* _____

Please check Preferred:

**Cellular Phone*

(____) _____

- _____

**Home Phone*

(____) _____

- _____

**Work Phone*

(____) _____

- _____

**E-mail Address:* _____

Can we use your email as a primary source of written contact from our office?

Yes ☐ No ☐**PETS (IF APPLICABLE)***Type of Pet(s)**Approximate Weight (lbs)**Color(s)*

VEHICLES*Year**Make**Model**Color(s)**License Plate*

Appendix E

BLENDON PARK CONDOMINIUM ASSOCIATION Responsibility Chart

Item	Description	Unit owner	Association	Other
Interior Surfaces	All walls, ceilings, and floors, including the finishing materials, such as drywall, paint, and carpeting.	X		
Doors	Entry, Storm, and Sliding Glass. Including the frame, sash, jamb, and hardware.	X		
Garage Doors	Door, opener, opener controls, and all components.	X		
Windows	All windows and screens. Including the frame, sash, jamb, and hardware.	X		
Fixtures and Appliances	All fixtures and appliances installed for the exclusive use of the Unit, including cabinets, A/C units, exterior porch lights, and television cables.	X		
Exterior Lighting	Front porch, landscape and back patio/lawn fixtures, and bulbs.	X		
Exterior Lighting	Street lighting.			AEP
Exterior Lighting	Clubhouse and Pool.		X	
Plumbing	Only Servicing that Unit.	X		
Exterior Water Faucet	Only serving that Unit.	X		
Plumbing	Serving more than one unit.		X	
Wiring	Only serving that Unit.	X		
Wiring	Serving more than one Unit.		X	
Ducts	Only serving that Unit.	X		
Dryer Vent	Pest/animal control and prevention and cleaning.	X		
Fence - Divider	Privacy fences dividing Units and original to the Association.		X	
Fence - Privacy	Located at the back or side of the patio/lawn installed by homeowners.	X		
Fireplaces	Including vents and dampers	X		
Crawl Space	Including all components such as the motorized vent.	X		
Attic	Including all components such as insulation.	X		
Pest/Animal Control	Interior extermination, removal, and repairs.	X		
Pest/Animal Control	Exterior extermination, removal, and building		X	

	repairs.			
Personal Property Damage		X		Unit owner's Insurance
Back Patio Steps	Only serving that unit and original to the Association.		X	
Cement Walks	Cracks exceeding ½" in height will be fixed.		X	
Roofs	Shingles, flashing, gutters, and downspouts.		X	
Parking Lot/Streets			X	
Street Signs			X	
Reasonable Snow Removal	Occurs at a minimum of 3". The level of service is determined by the weather forecast.		X	
Landscaping	Care for or removal lawn, shrubs & Trees (original to the Association).		X	
Landscaping	Removal of plantings added by owners (not original to the Association).	X		
Landscaping	Planting after any removal with like planting.	X		
Paver Patio	Maintenance of the patio including weed control.	X		
Trash Container	Contact the city of Columbus for any trash & trash can related issues.	X		City of Columbus
Exterior Walls	Including siding and cultured stone.		X	
Painting	Painting of Front Door, Deck, Fences & Garage Doors.	X		
Painting	Painting of Building Exterior.		X	
Painting	Supply code for Blendon Gray Paint for Decks, Fences & Garage Doors.		X	
Painting	Supply Carbonized Gray paint for Front Door (At the discretion of the board).	X	X	
Insects	Treat for wood-destroying insects.		X	
Insects	Treat insects other than wood-destroying.	X		