

*The
Lakes
at
Ballantrae*

Handbook of
Rules and Regulations

2017

REFERENCE GUIDE

This handbook and reference guide were prepared by the Board of Directors of The Condominium at The Lakes at Ballantrae Association to serve as a quick source of general information about the community, the rules and regulations by which we shall live, and its governing the Association. This is not a substitute for the Declaration and Bylaws, which should be read and understood by every unit owner. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents.

Questions about the Association and its activities should be directed to the Board through the Association's Property Manager.

While every effort has been made to assure accuracy, errors do occur. Please feel free to suggest corrections, changes and/or additions.

MESSAGE FROM THE BOARD OF DIRECTORS

Dear Fellow Homeowners and Residents,

On behalf of the board, management and all residents of The Condominium at The Lakes at Ballantrae Association, we would like to take this opportunity to welcome you to the community.

The Condominium at The Lakes at Ballantrae Association is a premier condominium community and part of the overall Ballantrae Association. Each resident is important to the overall beauty and uniformity of our community. We are very proud of our community and all of its residents.

At The Condominium at The Lakes at Ballantrae Association, like any other condominium community, the best interests of the community always outweigh the interests of the individual residents.

We look forward to receiving your questions and / or suggestions on how we, as a community and as a board, can better serve each and every resident. All opinions are important and will be respected. All ideas are welcome.

Welcome Home!

The Condominium at The Lakes at Ballantrae Association Board of Directors

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THE BOARD AND THE ASSOCIATION

BOARD OF DIRECTORS

Jeff Barnes

Kathy Oddi

Dan Hassler

THE BOARD

A condominium is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declaration and Bylaws as amended. The Board of Directors is delegated by Ohio law and the Association Bylaws, with the responsibility for the operation and management of the Common Elements of the community and the Association affairs. The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and help to maintain property value.

ELECTION

The Board is presently comprised of three (3) homeowner representatives. They will have staggered term lengths of three (3) years. Each successive year one Director will be elected at the annual meeting of the Association to serve a three-year term.

BOARD MEETINGS

The Board meets as necessary, but in no event less than quarterly, to review the Association's finances and operations. Meeting minutes will be available upon request. Any owner may be placed on the agenda for the next Board meeting by contacting either the management company representative or a Board member at least two (2) weeks prior to the Board meeting and providing the topic to be discussed.

ASSOCIATION MEETINGS

At least one annual meeting of the Association membership will be called, in the second calendar quarter of each year, with a minimum of five (5) days advance notice. Special meetings of the Association may be called as warranted.

COMMITTEES

Committees may be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson. All Unit Owners are encouraged to be actively involved in their community and volunteer for committee appointment. Examples of committees include: Landscaping, Community Newsletter, Social, etc.

CONDOMINIUM DECLARATION AND BYLAWS

Every Unit Owner should have received a copy of the Condominium Declaration and Bylaws at or before the closing on their unit. The Condominium Declaration and Bylaws are the basis by which a common plan of governance for the community was created and provides the rules and regulations by which the Association will be run. It is the duty of each Unit Owner to become familiar with the Declaration and Bylaws.

PURPOSE OF RULES AND REGULATIONS & THEIR MODIFICATION

The purpose of the rules and regulations of The Condominium at The Lakes at Ballantrae Association is to establish rules that will preserve our asset (the community), control operating and maintenance costs, and provide for a harmonious living environment for all residents. The Condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community and it is to this end that you're Board, pursuant to the Declaration and Bylaws, adopted many of these rules and regulations. The Board may amend the rules and regulations from time to time, as conditions change. Such change will prompt a revision page, or pages, to this handbook that will be issued to each Unit Owner.

NONCOMPLIANCE

Residents who have problems with other residents with regards to following the rules of the Handbook are encouraged to try to resolve the issues informally.

Any resident who feels that a rule has been violated may file a formal complaint form (see page 19) with the management company. Once that complaint is received, the Board and/or management company will review the complaint, and if warranted (in the Board's discretion), will send a violation letter. The management company will also send the resident a copy of the section of the Handbook titled *Noncompliance*. A copy of the letter to the resident will be sent to all Board Members.

Prior to imposing a fine for a violation or a charge for damages to the common/limited common elements, the board must notify the Owner in writing with a description of the violation or damages, the amount of the proposed fine or charge, a statement that the Owner has a right to a hearing before the Board to dispute the fine or charge, a statement which tells the Owner how to request a hearing in writing, and a date by which the violation must be cured to avoid the fine or charge.

To request a hearing, the Owner must deliver written notice to the Board no later than ten days after receiving the notice. If the Owner fails to make a timely written request for a hearing, the right to the hearing is waived and the Board will immediately impose the fine or charge.

If the Owner does request a hearing, the Board will notify the Owner in writing of the date, location, and time of the hearing at least seven days before the date of the hearing with the Board.

The Board may allow the Owner a reasonable time to cure before imposing the fine or charge, and if the Owner has timely requested a hearing in writing, the Board cannot assess the fine or charge until the hearing between the Board and the Owner is held.

After a hearing, the Board has thirty days to provide the Owner with written notification of the Board's decision. Notice for this section only must be completed by personal delivery, certified mail, return receipt requested, or by regular mail.

Once the Owner receives a violation letter, the Owner has three options:

- A. The Owner can comply with the Board's request to cure the violation by the deadline given to the Owner, if any;
- B. The Owner can request a hearing with the Board as outlined previously on Page 5 of these Rules;

- C. Do nothing and have a fine or charge for damages assessed to the Owner's account. If the Owner fails to cure the violation any costs incurred by the Association, including reasonable attorney fees and court costs, to cure the violation will be added to the Owner's account.

ENFORCEMENT ASSESSMENT SCHEDULE

The enforcement assessments (fines) herein which are subsequently levied against unit owners are valid Assessments against the unit, and are subject to the same rights of collection afforded the Association as for any other assessment. Furthermore, the fact that an enforcement assessment was levied will not preclude any assessment for actual damages, nor will it preclude the Association from seeking other legal relief or remedy.

Any enforcement assessment levied for violations are the sole responsibility of the Unit Owner. Any violation, whether by the Unit Owner, tenants, guests, or invitees of these Rules and Regulations, or of the restrictions and duties placed upon Unit Owners and occupants in the Declaration of Condominium or By-Laws may be subject to the following schedule of enforcement assessments. The Unit Owner will be responsible for payment of all fines associated with any violation caused by a guest, invitee, or tenant.

1st Offense A written warning will be sent to the owner of record. If the violation is not corrected, or if it recurs within the time period specified in the warning, the unit owner will be assessed.

2nd Offense \$50.00

3rd Offense \$100.00

4th Offense \$150.00

If Unit Owner fails to pay the enforcement assessment, the board may file a lien against the unit and the Owner will be responsible for all costs associated with preparation, filing, recording, and eventual release of that lien..

PROPERTY MANAGEMENT COMPANY

The property management company will distribute the Bylaws and Declaration, Handbooks, Directories and Site Map through the transfer fee procedure to new residents.

PROPERTY MANAGEMENT COMPANY

The property management company retained by the Board is:

Towne Properties, LLC
777-A Dearborn Park Lane
Worthington, Ohio 43085

Tel: 781-0055
Fax: 781-0832

ASSIGNED PROPERTY MANAGER

Becky Colburn 614.781.9962

ASSISTANT

Jamie Willet 614.318.2754

IMPORTANT TELEPHONE NUMBERS

Emergency Police Department	911
Emergency Fire Department	911
City of Dublin Police Department	889-1112
City of Dublin Fire Department	766-1112
Columbus Health Department	645-8191
City of Dublin Water Department	645-8270
Columbia Gas Department	460-2222
Towne Properties Maintenance	781-0055
Towne Properties After-Hours Maintenance Emergency	781-0055
Duffy Communities-Developer	410-4100

INTERIOR MAINTENANCE, EMERGENCY RESPONSIBILITY

All interior maintenance, including that which is emergent in nature, is the responsibility of the Unit Owner. If Towne Properties dispatches a maintenance technician to address an interior emergency maintenance item, the cost for that service call and maintenance is the responsibility of the Unit Owner. For non-emergency interior maintenance, Towne Properties may agree to perform the requested interior maintenance on a fee for service basis to the Unit Owner, or may recommend a contractor for that service.

FINANCIAL MATTERS

ASSOCIATION DUES

Association Dues are payable to The Condominium at The Lakes at Ballantrae Association on the first of each month. Please utilize the provided coupons when paying your Association dues. Please note that automatic electronic transfer of monthly dues can be arranged through the property management company.

A late charge of \$25 will be added to any account delinquent after the 10th of the month.

RETURNED CHECKS (NSF)

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

1. Charged back to the individual account.
2. A \$20.00 Handling Fee payable to the Association will be charged back to the Unit Owner.
3. Checks will be held until a replacement check has been cleared for payment.

DELINQUENCY POLICY ON FEES AND ASSESSMENTS

Upon the eleventh (11th) day of the month, the property management company sends a delinquency notice to the Unit Owner and the Unit Owner's account is assessed a \$25 late charge.

Per the Declarations, a lien may be filed when an account becomes thirty (30) days delinquent. Unless otherwise determined by the Board, a lien will automatically be filed when an account becomes sixty (60) days delinquent. The delinquent Unit Owner's account is charged the cost of filing the lien and lien release. The Unit Owner is sent a statement monthly showing the past due balance owed and all charges/payments to the account..

Foreclosure action may be taken when the fees are in arrears by \$500.00, or at anytime prior thereto in the Board's sole discretion. If a foreclosure is initiated, attorney fees, paralegal fees, title search fees and all court costs are added to the Unit Owner's account. As the foreclosure proceeds through the judicial system, additional costs and attorney fees will be added to the delinquent Unit Owner's account.

All payments made to a Unit Owner's account after that account becomes delinquent will be applied in the following order:

- First, to interest owed to the association;
- Second, to administrative late fees owed to the association;
- Third, to collection costs, attorney's fees and paralegal fees, incurred by the association;
- Fourth, to the principal amounts owed to the association for monthly condominium assessments charged to the Owner's account.

Late charges will continue to be assessed on the outstanding balance until that account is paid in full and current.

The Unit Owner's Association voting privileges will be suspended until such time as the account becomes current.

The property management company will handle the Association's delinquency policy and if an Owner wants has questions or concerns about his or her account, they are to contact the property manager directly

INSURANCE

ASSOCIATION INSURANCE

The Association will maintain appropriate levels of insurance according to Ohio State law and The Condominium at The Lakes at Ballantrae Association Declaration and Bylaws.

ASSOCIATION INSURANCE POLICY

A copy of the Association's Insurance Policy can be obtained upon request from the property management company for the cost of copying and postage.

ASSOCIATION INSURANCE COVERAGE OVERVIEW

The Association maintains appropriate levels of insurance for the common elements of the community, as well as the basic structure (both interior and exterior) of the condominium units as they were at the time the units were first transferred from the developer (builder) to the initial owners at the time of closing as originally installed.

HOMEOWNER'S INSURANCE COVERAGE

Unit Owners should consider obtaining individual homeowner's insurance which would provide coverage for personal contents as well as any and all additions, improvements, betterments, and upgrades added to the unit subsequent to when the unit was transferred from the developer (builder) to the very first Unit Owner at closing.

INSURANCE DISCLAIMER

The above is provided solely for informational overview purposes only. A Unit Owner is responsible for and is encouraged to determine their individual homeowner's insurance requirements upon consultation with a qualified insurance expert. To assist in that endeavor, a copy of the Association's Insurance policy is available from the property management company.

UTILITIES

HOMEOWNER RESPONSIBILITY

Residents are responsible for maintenance and payment of their own gas, electric, cable television, telephone, and for calling to initiate service on the date of possession. Please note that the electric utilization associated with garage side and overhead garage soffit lighting is on the individual Unit Owner's meter.

ASSOCIATION RESPONSIBILITY

The Condominium Association pays for water and sewer, the electric for the Common Element irrigation and trash disposal. .

REFUSE COLLECTION

The Association through the City of Dublin provides trash receptacles in order to keep our community clean. Refuse in receptacles may be placed at the street no earlier than 6:00 p.m. the evening before collection. Collection day is **WEDNESDAY** and collection can begin as early as 6:30 a.m. During certain holiday weeks the trash day may change to Thursday if the holiday falls before Wednesday. To verify the holiday and correct pickup day refer to dublinohiousa.gov. Refuse containers shall be returned to the inside of the garage the evening of collection day.

COMMON AND LIMITED COMMON ELEMENTS

DEFINITION OF COMMON ELEMENT

Except that which is defined to be a unit, the common element is all of the condominium property.

DEFINITION OF LIMITED COMMON ELEMENT

Those portions of the common elements (the front porch/stoop, rear patio/yard area and driveway area) that serve one unit and whose use, benefit, and enjoyment are reserved for the lawful occupants of that unit.

PURPOSE OF COMMON ELEMENTS

The common element is for the sole and exclusive use, benefit and enjoyment of the residents for the purpose and manner in which such elements and facilities are ordinarily used. All Unit Owners jointly own the common elements, including the limited common element. No one shall use the common element or limited common element in such a manner as to disturb others.

ACTIVITY ON COMMON ELEMENT

There shall be no playing of organized sports, lounging, and no personal property may be kept on the grassy areas of the common elements except the patios or porches or any Board approved extension of the patio. The patios and porches must be used for their intended purposes. It is expected that Unit owners will demonstrate common courtesy to adjacent and nearby residents relative to noise and activities on the patios and porches. Party activities on the porches and patios should terminate by 10:00 pm Sunday through Thursday, and 12:00 am on Friday and Saturday night.

DAMAGE TO COMMON ELEMENTS

Unit Owners are responsible for the maintenance and repair resulting from damage to the common elements caused by any negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner or resident. Any costs incurred by the association to repair damages caused by the Unit Owner, residents of a Unit or any guest of a resident or Unit Owner will be assessed to the Unit Owner's account.

PERSONAL PROPERTY

All personal property, such as bicycles, toys, chairs, patio furniture, etc. must be kept within the patio or the garage.

No laundry (swimsuits, towels, rugs, garments, etc.) will be hung over any patio or porch fence.

MODIFICATION AND ALTERATION

Board approval is required for any modification or alteration to the common element, or limited common element. The Unit Owner desiring approval for a modification or alteration will submit complete plans, including specifications showing the nature; kind, shape, height, materials, color, and location, desired start and anticipated completion dates, for the desired alteration or modification to the Management Company for their review and recommendation. The Management Company will obtain comments about the proposed modification and alteration from other Unit Owners common to the same building. The Management Company will then present to the Board the proposed modification or alteration along with their recommendation. The Board will then vote on the proposal.

Reasons for the Management Company to NOT RECOMMEND, or the Board to NOT APPROVE a submitted plan for modification and/or alteration include, but are not limited to, that the proposed modification and/or alteration would interfere with common element maintenance (such as lawn

mowing, etc.), or that the proposed modification and/or alternation would not be aesthetically appropriate in that its appearance, color, character or materials would conflict with the character and uniformity of appearance within the community.

With written Board approval, but prior to initiating the modification and alteration, the Unit Owner will sign appropriate documents that will:

Define the scope of the modification or alteration approved;

If required by the Board, agree that the improvements made to the Common/Limited Common Elements will be the maintenance and repair responsibility of the Owner, and future Owners of the Unit, as well as insured by the Unit Owner.

Acknowledge that the granting of Board approval does not in anyway constitute a change as to how the property being modified or altered is defined, and that it remains defined as described in the condominium Declaration and drawings filed with the county recorder.

Make the Unit Owner, or subsequent Unit Owner, responsible for all maintenance and or damage repair to the modification or alteration, irrespective of how that damage was created. The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of that modification or alteration.

SATELLITE DISH POLICY

When a Unit Owner wishes to install, or have installed a Satellite Dish, that Unit Owner should make an application to the Management Company for such an installation. Please refer to an example of that application elsewhere in this handbook. A completed application does not in any way infer approval.

The approval by the Board does not in anyway alter or limit the requirement of the Unit Owner to adhere to all City of Columbus Codes and Regulations, and those codes and regulations of other agencies governing such an installation (i.e.; the FCC, the Building Department, the Utility Company, Manufacturer Guidelines, etc.). The Unit Owner is still required to obtain any and all permits, such as a building permit etc. required by law.

SATELLITE DISH INSTALLATION GUIDELINES

Dishes shall be as small as possible, but in no case larger than 39.4 inches (one meter) in diameter and shall not be affixed to or placed upon any exterior wall, roof, or in the common elements unless approved by the Board in writing.

The dish installation shall be of quality construction and shall conform to all applicable building codes and manufacture's specifications.

The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building or to screen the dish with landscaping materials so long as it does not interfere with reception.

Any variation in installation from that represented on the original approved application for dish installation must be submitted in writing for approval.

SATELLITE DISH DAMAGE ISSUES

The Unit Owner is responsible for any damage, other than the dish installation itself, to the exterior of building or unit caused by the dish installation process.

If any existing landscape, public improvements or utilities are damaged or destroyed during any phase of installation, the Unit Owner shall, at their expense, replace and/or repair such damage.

With dish removal, the Unit Owner is responsible to repair any damage resulting from the dish having been installed.

SATELLITE DISH MAINTENANCE ISSUES

Dish maintenance and/or repair are the responsibility of the Unit Owner. The Unit Owner is responsible for any additional unit maintenance and/or repair costs incurred as a result of the dish installation.

FLOWERS

Owners are encouraged to plant flowers (annuals and perennials), in the mulched limited common elements immediately adjacent to their Unit. Planting in the common element is prohibited.

Limited common elements should not extend into the common elements. Limited common element border with common element at unit front is the original mulch bed edge. The border at unit rear is the original mulch bed edge at dividing fence end. Landscaping modifications are not allowed beyond these borders.

Maintenance of the flowers is the responsibility of the resident, and dead annuals are to be removed at the end of the season. The Association will notify a resident of dead annuals that have become unsightly and will provide a seven (7) day notice for removal. If not removed, the Association will remove the annuals, and the cost for the removal will be assessed to the Unit Owner.

Standing flowerpots are permitted on porches and patios.

Limit of three (3) flowerpots are permitted on unit walkways. Pots should be removed and stored during the winter months.

Standing flowerpots, flower boxes, planters, trellises, etc. are prohibited on the grass elements of the common property.

HANGING FLOWERPOTS

Hanging flowerpots are permitted in porch and may only be attached to the wood surfaces of the porch elements using appropriate hardware. The drilling of holes into these wood and wood by-product elements presents a source for the possible entry of moisture that could cause eventual damage by de-lamination. The Unit Owner, or subsequent Unit Owner, will be held responsible for all repair costs, either immediate or in the future, to these wood or wood by product structures directly or indirectly caused by the hanging flower pot installations.

Attaching hanging pots to the siding element (irrespective of location) or garage is prohibited.

At the end of the season, all hanging pots must be removed from view.

PLANTERS, FLOWER BOXES

Planters or flower boxes are prohibited along the driveway or walkways.

Planter and flower boxes are permitted along the railings of the front (side) porch and on the rear patios.

At the end of the season, planter and flower boxes must be removed from view.

SHEPHERD HOOKS

Shepherd Hooks will only be permitted in the limited common element mulched areas.

BUSH, TREE PLANTING, ETC.

Prior written approval is required before the Unit Owner or resident plants any bush, tree, or shrub.

DECORATIVE ITEMS (Statues, Bird Feeders, Birdbaths, Etc.)

Statues, statuettes, or decorative art/flag (not to exceed 24" in height) are permitted in the front limited common area. One item is the limit for decorative items displayed at the unit front. Bird feeders and birdbaths are permitted only in the rear or side limited common area.

Lawn or yard ornaments of any kind are prohibited in common elements. Artificial flowers are prohibited in any limited common area.

PERSONAL HOSE REELS / HOSES

Personal hose reels are only allowed in the front of the unit if they are contained in a "hide-away" box such as the one pictured below. Alternatively, a decorative planter may be used. Planter height is not to exceed the shrub height. All other hoses must be stored in the garage or back patio area when not in use. Hose mounts and hoses are not permitted to be stored in the flower beds . .



FLAGS

The American Flag may be flown or displayed at any time following normal flag protocol. Decorative or seasonal flags, which are in good condition and of an appropriate size (3ft x 5ft), are permitted. School and Team flags may be flown on game weekend only.

Installation of flag holders are permitted only on the wood portion of the porch element and are not permitted to be installed to any portion of the siding. Damage created by installation of flag holders, through the drilling of holes permitting water to enter and causing wood damage, either immediate or in the future, is the responsibility of the Unit Owner.

WIND CHIMES

Wind chimes are permitted in the limited common element with consent of the resident's immediate neighbors.

SIGNS

One professionally prepared, unlit 'FOR SALE' or 'FOR RENT' sign (no larger than nine square feet in size) may be placed inside the window of a unit.

A security system decal may be placed in the window and/or on a small sign designed for that purpose and placed in the garden bed element closest to the front door.

Open house directional signs are permitted to be displayed two hours prior to the open house and must be removed at the end of the open house..

No other signs, including real estate signs, political signs, team signs, are permitted.

EXTERIOR SURFACE OF BUILDING-WINDOW COVERINGS

Unit Owners shall not cause or permit anything (except where it is expressly permitted in this handbook) to be hung or displayed on the inside or outside of windows (except interior inoffensive drapes, curtains or louvered blinds) or placed on the outside wall of any building, and no signs, awning, canopy, shutter, radio antenna, television antenna, or satellite dish shall be affixed to or placed upon the exterior walls or roof of any part of any building without the prior consent of the Board of Directors.

REAR PORCH MODIFICATIONS

At the unit owners expense WeatherLock® style windows can be installed on the inside of all porch windows openings. Lattice work is permitted to be installed in the lower third windows openings. Lattice work must be of wood material, installed on the inside opening, painted to match porch exterior color, and is grid size hole opening limited to maximum of 2.625 inches.



Lattice with 1.125" opening painted to match exterior color WeatherLock® Windows

Fully enclosed porches are permitted if the approved architectural plans on file with the property manager are used. This is to preserve the exterior appearance of existing building structure. An exterior modification request is required before work is to commence.

LANDSCAPE LIGHTS

Landscape lights are only to be installed in the rear patio element of each unit with Board approval. They must be no greater than 24" high and must be of a sufficiently low intensity so that the adjacent neighbors are not disturbed. Up to 3 landscaping lights are permitted at unit front.

The unit owner assumes all responsibility for the landscape light installation and maintenance. The Association are not responsible if the lights are damaged in the normal course of property management, such as lawn mowing, trimming, or other maintenance activities. The unit owner will be responsible for the repair/replacement of the damaged lights.

SPAS

Spas, pools, or hot tubs are not permitted in common elements, limited common elements, and rear porch areas.

FRONT DOOR DECORATIONS

One non-holiday related front door decoration, such as a wreath or door hanging, is permitted.

FRONT PORCH FURNITURE

Front porch furniture should be limited to wood, wicker, wrought iron, or similar appearing materials.

FRONT PORCH MODIFICATIONS

Standard front porch railing is permitted: 1" x 1/2" x 1/8" aluminum top and bottom channel and number 6931 aluminum cap. The pickets will be 1/2", with a single twist every other picket to be installed by Suburban Steel Supply Company.

Contact information:

Suburban Steel Supply Company
1900 Deffenbaugh Court
Gahanna, OH 43230

A standard front storm door is permitted to be installed: Pella Ashford, Hartford Green, Brass Hardware. It can be purchased at Lowe's



Approved front porch railing and storm door

GRILLING ON PATIOS AND PORCHES; FIRE PITS AND CHIMINEAS

Pursuant to the Ohio Fire Code, charcoal burners, gas grills and other open flame devices are prohibited from being used within ten (10) feet of the building. Grills placed too close to the building, even if outside of the ten foot limitation, may cause damage to the siding. The cost of the repair for damaged siding is the Unit Owner's responsibility. Grilling should be done in the rear patio area so long as the resident complies with the Ohio Fire Code limitation of no less than ten feet from the building. Due to a high risk of fire hazard, recreational burning in chimineas, fire pits, or any other device other than grills are not permitted in the limited common area and the rear porches.

WINTER CONSIDERATIONS

The use of salt on the concrete porches, walks and patios is prohibited. Calcium Chloride or other non-destructive de-icing agents are to be used on all concrete surfaces to eliminate ice or snow..

HOLIDAY AND SEASONAL DECORATIONS

Holiday lights and decorations, not causing permanent damage to the building, gutters, and wood trim, can be displayed in or on the limited common element of each unit during the holiday season. Any damage created by the installation of these holiday decorations is the responsibility of the Unit Owner. Inflatable decorations are prohibited. Residents are to be respectful of the neighboring residents to ensure lights or decorations do not disturb other residents.

Holiday decorations and/or lights are not allowed on the common property, such as the front lawn element and trees, without written board approval. The board will make adequate time provisions for evaluating holiday displays submitted for approval.

Holiday Decorations may be displayed 30 days prior to a holiday and must be removed within 30 days after the holiday.

GARAGE SALES

Garage sales and tag sales are specifically prohibited except where endorsed and approved by the Board as a community event.

MOVING RESPONSIBILITIES

If you are moving, it is very important to notify the property management company as to whom the new Unit Owner of record is and the closing date. It is the current owner's responsibility to make certain that all condominium dues, etc. are current. If there is a lien against a Unit that is for sale, the sale of that Unit will not close without the account being paid in full, including the lien release fee charged by the association's insurance.

Please make certain that on the day of moving, your moving trucks etc. will not interfere with the normal flow of traffic, and will permit other trucks, refuse collection vehicles and emergency vehicles. to pass. Try to arrange for your moving date so that it does not conflict with scheduled events such as refuse collection.

PARKING - VEHICLES

Residents' personal vehicles are to be parked in unit garage or, if garage space is not available, on unit's driveway. Parking personal vehicles on the street or in special visitor parking areas is prohibited. Guests of residents should park either in resident's driveway or in one of the special parking areas located throughout the community. They may park on the along the street only when there is no other alternative and then only for a period not to exceed 24 hours without prior Board approval. If temporary parking on a street is necessary, a vehicle is to be parked in such a manner that it does not block a street; create a narrow passageway that restricts the flow of traffic particularly emergency vehicles; hinder ingress or egress to any Unit owner's driveway or garage. Parking orientation must be parallel, not diagonal or perpendicular, when using the Bantry islands' guest spots.

Boats, trailers, motor homes and other recreational vehicles, trucks (larger than 1 ¾ ton pick-up), campers, travel trailers, and buses may be parked in the driveway for a period no longer than 24 hours without advance approval by the Board or the Board's representative.

Major vehicular repairs are prohibited on common or limited common property. Inoperable vehicles (flat tires, dead battery, expired tags, etc.) shall not be parked in any area other than a garage except for short-term emergency service (for example changing a flat tire, or battery jump). Unit Owners and their guests will make every effort to protect the common and limited common driveway paving, such as using wood to distribute jack pressure, while affecting repairs or preventing automobile fluids from spilling onto the pavement.. Unit Owners will be responsible for any damages created to the pavement for the common or limited common areas.

Parking of Commercial Vehicles - those vehicles with commercial plates and/or signage are not permitted to be parked on limited common elements (driveways) or common elements (guest parking) at any time with the exception of commercial moving vans or trucks, or other commercial vehicles which are performing services or repairs for a resident and only for the length of time necessary to accomplish the service or repair work. Commercial vehicles should be parked so they do not impede the flow of traffic or hinder access to unit driveways.

Violation of any of the parking and vehicle operating rules can result in towing, without notice, at the vehicle owner's expense.

PETS

Pet owners are responsible for promptly cleaning up after their animals. The Condominium Common Elements are for the enjoyment of ALL Unit Owners and Residents. These elements cannot be fully utilized and enjoyed if animal wastes are left on the grounds. Pets are not allowed to run uncontrolled and off a leash as that animal, even if very docile, can represent an annoyance to, or perceived threat by a fellow community resident. The following clarifies the rules governing pets in the community:

Animals other than those classified as Household Domestic Pets are prohibited. "Household Domestic Pets" are dogs and cats, fish, and small birds. The number of the household domestic pets are limited to 3 total. . Pets will not be bred or maintained for commercial purposes.

All pets must be on a leash when in the common or limited common element and are not to be left unsupervised. Pets shall NOT be tethered outside on grassy areas, or patios, porches or any portion of the limited common and common elements.

Animal houses or pens are not permitted on patios, porches, limited common or common elements.

Animal wastes must be cleaned up immediately. Owners failing to clean up after their pets will be assessed the costs for grounds maintenance people to clean up after their pets as a special individual unit assessments. If a guest or tenant owns the animal, the Unit owner associated with that guest or tenant owning the animal will be responsible for payment of the costs of cleanup and grounds maintenance. In addition, any repairs to common elements or limited common elements as a result of damage caused by a pet, will be the responsibility of the Owner. If the animal causing damage is owned by a tenant or guest of a Unit Owner, that Unit Owner associated with the tenant or guest will be responsible for the damages.

Owners who have an animal that is determined to be a nuisance by the board (including but not limited to the Owner not cleaning up after the pet, consistent barking, aggressive behavior towards other animals or persons) may be required to remove the animal permanently from the condominium property. Ownership of a pet within the condominium property is a privilege and not a right.

In addition to any other remedy, pet owners may be assessed for violation of these policies, at the rate of \$25 for each offense, after the first warning notice.

If a resident is bitten by a dog they are to notify the property manager immediately and provide the Owner's name and address if possible. All incidents involving aggressive behavior by an animal will be investigated. The resident that was bit should also contact the Franklin County Public Health Department at (614) 525-3160 to report the bite.

LEASING OF A CONDOMINIUM

No unit shall be used for any purpose other than a dwelling place for a single family and for purposes necessarily incidental thereto. Each unit shall be occupied by the owner of that unit, and no leasehold interest, unrecorded land contract interest, or general tenancies in others may exist in the Condominium. Exceptions for unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Condominium as primarily a housing community for owner occupants. No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only.

RESPONSIBILITY

DESCRIPTION	OWNER	ASSOCIATION
Chimney, Exterior Siding, Flashing		X
Chimney, Vents, Dampers, within Units	X	
Doors: Garage and Entry	X	
Doors, Garage, Community surface refinishing		X
Doors: Garage, repair to original specifications	X	
Doors, Weather Stripping, Storms, and Screens	X	
Windows, Frames, Glass, Screens and Storms	X	
Heating and Air Conditioning System	X	
Patio Mulched Element, Personal Planting	X	
Patio Mulched Element, Development Planting		X
Landscaping, Care of Lawns		X
Landscaping, Care of Original Trees, Shrubs		X
Original Patio Replacement	X	
Original Patio Maintenance	X	
Patio Extensions, Replacement	X	
Patio Extensions, Maintenance	X	
Pipes, Gas, Water, Sewer, serving one unit	X	
Pipes, serving more than one unit		X
Light Bulbs, Garage Side and Overhead	X	
Exterior Unit Light Fixtures	X	
Common Element Lighting, Entrance		X
Walls, Exterior, Structural and Maintenance		X
Walls, Exterior, Siding and Trim		X
Walls, Interior to Unit, Maintenance	X	
Interior Damage, Drywall, caused by roof leak etc.	X	
Property damage within unit	X	
Roofs, Shingles, Flashing, Gutters, Downspouts		X
Wiring, Electrical, serving one unit	X	
Wiring, Telephone, serving one unit	X	
Foundation Walls, Footing Drains		X
Structural Maintenance, Siding, Trim		X
Road and Parking Element pavement		X
Walks		X
Snow Removal, Roads, Driveways, Walks		X

THE CONDOMINIUM AT THE LAKES AT BALLANTRAE

FORMAL COMPLAINT

VIOLATOR (S), IF KNOWN: _____

ADDRESS, UNIT NUMBER, IF KNOWN: _____

CAR, VEHICLE, LICENSE PLATE NUMBER, IF APPLICABLE: _____

PET OR ANIMAL DESCRIPTION, IF APPLICABLE: _____

VIOLATION: Describe nature, location, date, time, etc. _____

Signature: _____ DATE: _____ Unit Number: _____
Print name: _____

PLEASE MAKE COPY OF THIS FORM FOR USE

**PLEASE SUBMIT FORM TO: TOWNE PROPERTIES
777 A Dearborn Lane
Worthington, OH 43085**

SATELLITE DISH INSTALLATION APPLICATION

DATE SUBMITTED: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SATELLITE DISH REQUEST TO BE INSTALLED ON:

UNIT NUMBER _____

PROPOSED LOCATION OF SATELLITE DISH INSTALLATION:

INSTALLATION TO BEGIN ON: _____

INSTALLATION TO END ON: _____

ATTACH A PLOT PLAN SHOWING EXACT LOCATION OF INSTALLATION

THE UNIT OWNER AND THEIR DESIGNEES (CONTRACTOR) MUST COMPLY WITH THE FOLLOWING:

- 1. The installation guidelines and responsibilities as outlined starting on page 9 of this handbook
- 2. The City of Dublin other governing agencies permits, building regulations, ordinances, etc., including any final inspection requirement

Management Company recommends / does not recommend this installation for approval.

Board Approved _____ Disapproved _____ By: _____ DATE: _____

**PLEASE SUBMIT FORM TO: TOWNE PROPERTIES
777 A Dearborn Lane
Worthington, OH 43085**

**The Condominium at The Lakes at Ballantrae Association
Exterior Modification Application**

Name: _____ Date submitted: _____

Address: _____ Telephone: _____

Description of modification: _____

Draw or attach a plot plan showing the exact location with respect to the condominium unit.

Modification to begin on: _____ To be completed by: _____

The owner(s) or their designees (contractor) must comply with the following:

- 1) The specifications as approved by the Board of Directors.
- 2) The City of Dublin permits, building regulations, ordinances, etc. including a final inspection.
- 3) Contractor’s one year warranty on materials and labor if applicable.
- 4) Repair of any damage to the Common Element or other condominium units.

Management Company recommends/does not recommend this modification for approval.

Approved Disapproved By _____ Date: _____

For The Condominium at The Lakes at Ballantrae Association Board of Directors.

**PLEASE SUBMIT FORM TO:
TOWNE PROPERTIES
777 A Dearborn Lane
Worthington, OH 43085**