

Collingwood Pointe at the Preserve Condominium Association



HANDBOOK OF POLICIES AND GUIDELINES May 12, 2023

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Collingwood Pointe at the Preserve Condominium Association

COMMUNITY POLICIES AND GUIDELINES

REFERENCE GUIDE

The purpose of this Handbook is to provide all of the owners with the policies and guidelines and the rationale for them that we have determined together to be necessary for our 120-unit community. Providing for all of our required services means we all do together what is needed to maintain our costs yet still be able to provide the lifestyle we have determined we want for our condominium community.

This Handbook has been prepared by the Handbook Committee of the Association and reviewed and approved by the Board of Trustees of Collingwood Pointe at The Preserve. It provides general information about the community and is the source of the policies and guidelines that the community, through its Board of Trustees, has established. While not a substitute for Collingwood Pointe's Declaration and Bylaws, the Handbook does set forth the policies that the community has established to provide for the welfare of the residents and owners, to provide a beautiful environment in which to live and to provide a uniform attractiveness for which condominium living is established. In so doing, the owners are committed to maintaining property values and a lifestyle attractive to all.

The policies and guidelines that are contained in this Handbook are reviewed periodically, revised as needed, and communicated to residents and owners. The Board recognizes that as the makeup of our community changes, so may the policies and guidelines to reflect that change.

THE ASSOCIATION AND THE BOARD OF TRUSTEES

The Association

A condominium community is a group of homes established under Ohio law with a common set of policies and guidelines found in the Declaration, Bylaws and Handbook.

The Board of Trustees

The Board of Trustees at Collingwood Pointe at The Preserve is responsible for managing the community's affairs, upholding its fiduciary duty to the community, and working to maximize the potential for financial security. The Board, on behalf of the owners, makes decisions and establishes the guidelines for the community in order to maintain its Common and Limited Common Elements while promoting and supporting an environment of respectful neighbors.

The Board's mission is to create a balance between maintaining the community's property with structural uniformity, while allowing for residence individuality. Owner involvement

and participation at Association meetings with regard to any community concerns is encouraged. The Board will be diligent in making decisions, with the input from owners that best serves the needs of the entire community.

The Board of Trustees consists, at a minimum, of six Trustees elected for (3) three-year terms. Terms will be staggered such that no less than one-third of the Trustees terms will expire annually. Service is voluntary and trustees are elected by Association members in good standing at the Annual Meeting held in June. Should elected members be unable to complete their three-year term, the Board may appoint individual/s to serve until the next Annual Meeting. Any appointed individuals will be required to run for election for the remainder of the vacated term. The board will have a minimum of three officers: President, Secretary and Treasurer. Officers will be elected by the Board at their first meeting following election and serve until such time as new officers are elected or they are removal from office in accordance with the Bylaws.

Association Meetings

These are held the fourth Wednesday of the month at board's discretion, with the Annual Meeting and election held in June. Special meetings of the association may be called as the need arises.

All meetings are scheduled for 6:30 p.m. in the Clubhouse, open to residents and owners. The Board encourages all who reside at Collingwood Pointe to attend and actively participate in making our community an attractive place to live. An opportunity to participate in the meetings is provided in order that the Board may tap into the wealth of knowledge available within our community.

At the meetings, the previous meeting minutes are reviewed, and approved; there are a Property Manager's Report and committee reports. These will vary with meetings based on the agenda developed by the Board. Residents may also discuss concerns relevant to the whole community, or request in advance that they be included on the agenda.

In addition to meetings, timely information will be communicated to residents through electronic mail or phone contacts. Website management is provided by an Association member at <http://www.collingwoodpointe.com>, where meeting minutes, financial information, the Pointer newsletter, forms, and other information is available. The Board also publishes a Residents' Directory with periodic updates.

The Board may meet at other times to conduct business needing immediate attention and may meet in executive session when dealing with sensitive matters.

Committees

The Board has formed voluntary committees in order to provide expertise, knowledge, and advice to the Board. Committees currently established are: Finance, Buildings, Grounds, Clubhouse, Pool, Joys and Concerns, Landscape, Social, Activities, Library, Webmaster and Welcome. Each committee may appoint its chairperson, meets as needed, and provides advice and recommendations to the Board. Committees may consist of only one person, be Ad Hoc to complete a specific task, be added or sunset as required.

Condominium Declaration and Bylaws

Every owner should receive a copy of the Collingwood Pointe Declaration and Bylaws at or near the closing on their property. These documents are the legal basis by which Collingwood Pointe was established. If you did not receive these documents, notify the Association's Property Manager and they will be provided to you.

PROPERTY MANAGEMENT COMPANY

The property management company currently retained by the Board is:

Vaughan Group Ltd.
6099 Riverside Drive
Suite 200
Dublin, OH 43017

Vaughan Group Ltd. Maintenance	614-889-6600 ext. 102
Vaughan Group Ltd. After-Hours Emergency	614-889-6600 press "1"
Property Manager (refer to CP Directory for email)	614-889-6600
	Fax: 614-889-9570

Vaughan Group Ltd. (VGL) may be contacted by the Board to handle maintenance issues related to the Common and Limited Common Element areas. VGL also provides general property and financial management, administration, legal support, and construction, with oversight by the Board.

VGL may respond to interior maintenance issues with the understanding that the repair and payment for those repairs is between you, the owner and Vaughan Group Ltd. See INTERIOR MAINTENANCE RESPONSIBILITY.

The Preserve Communities Master Association (PCMA)

Separate from our Association, each privately-owned property in Collingwood Pointe is a mandatory member of the PCMA, (deed restricted by way of Declaration of Covenants, Conditions, Restrictions and Easements for The Preserve Communities), with quarterly dues required to be paid to PCMA. Coupon books are scheduled to be sent to residents each January from Ohio Equities Process Center.

PCMA is responsible to maintain the fence along the roadside or “scenic corridors” along Morse, Thompson, and Hamilton RDs, and provides 24/7 security patrols through Collingwood Pointe while working closely with the Columbus Police Department.

New Albany Properties Security Patrol Office	614-933-9840
New Albany Property Security Patrol Cell Phone	614-419-4323
Preserve Master Association	614-939-8600

FINANCIAL MATTERS

Association Dues

Association dues are payable to Collingwood Pointe at The Preserve Association on the first business day of each month. For those writing checks, please write your property ID in the comment section. Vaughan Group Ltd. also provides electronic payment directly from your checking account if you desire. Contact the Property Manager for details. A late charge of \$25.00 will be added to any account delinquent after the 10th of the month. Electronic payment is NOT automatically adjusted in the event of a dues increase.

A check returned for non-sufficient funds will be held until a replacement check clears the bank for payment and the bank fee for the NSF check will be charged to the account. One-time electronic payment can be made for delinquent balances.

Policy Regarding Delinquent Fees and Assessments

On the 11th of the month, if an owner’s monthly fee has not been paid, a late fee of \$25.00 is charged to the account and the Property Manager will notify the owner by mail. Late charges will continue to accrue monthly on an outstanding balance until the account is current. Association privileges are suspended until the account is current. The owners’ voting privilege in Association matters is also suspended until the account is current.

The Declarations and Bylaws of Collingwood Pointe state that all accounts with the Association must be current. After 90 days delinquency, a lien may be filed unless the Board determines otherwise. All costs for this action will be charged to the owner and monthly statements will be sent until the account is current.

The Declaration and Bylaws also provide that collection action may be initiated when fees owed the Association exceed \$500.00, or prior to that at the Board of Director’s discretion. If a collection action is initiated, all attorney fees and legal costs of the action will be charged to the owner’s account. All additional costs of the action will be charged to the owner’s account as well. The Association will be paid after adjudication or settlement.

In all cases, payments made to a delinquent account are applied to the oldest outstanding balance until the account is once again current.

The Property Manager and the Property Management Company will handle all matters regarding delinquent accounts. Hardship situations may be negotiated with the Board of Trustees; however, owners will be responsible for the total amount of dues and late fees owed.

INSURANCE

Association Insurance

The Association will maintain appropriate insurance coverage as prescribed by Ohio law and as set forth in the Declarations and Bylaws.

Copy of Association Insurance Policy

A copy of the Association's Insurance Policy may be obtained upon request from the Property Manager. Electronic copy will be supplied at no charge. There will be a nominal charge for copying and postage of hard copies.

The Association Insurance Coverage Summary

The Association maintains coverage for the common elements of the community, and for the interior and exterior of each condominium as it was at the time it was transferred by the developer to the initial owner at closing.

Homeowner's Insurance Coverage

All residents and owners should obtain insurance that provides coverage for all personal contents and for any additions, improvements, betterments, and upgrades to the condominium following transfer from the developer to the initial owner at the time of closing.

Insurance Disclaimer

The above is provided solely for informational overview purposes only. Residents and owners are responsible for, and are encouraged to determine, their individual homeowner's insurance requirements upon consultation with a qualified insurance expert.

Insurance Deductible

The Association's current insurance policy provides for a deductible, payable by the Association. If damage is determined to be due to negligence of the owner, the deductible amount paid by the Association shall be billed to the owner.

INTERIOR MAINTENANCE RESPONSIBILITY

All interior maintenance, including that which is an emergency in nature, is the responsibility of the owner. Residents may contact any contractor, maintenance company, technician, or VGL for such issues. The Board has compiled a list of contractors that residents have recommended which is available on the CP website, [http: collingwoodpointe.com](http://collingwoodpointe.com) or from any Board member. (Residents are encouraged to offer other options to that list.) VGL may respond to interior maintenance issues, or may recommend a contractor for that service, with the understanding that the repair and payment for those repairs is between the owner and Vaughan Group Ltd.

All owners are required to keep the interior of their units maintained and in good repair so that they are clean, attractive, and meet all health and fire codes. This includes the fixtures, doors, windows, window treatments and any improvements made by the owner, as well as other items or areas required in the By-laws. Also, all owners are required to keep their patio, veranda, sidewalks, and yard areas adjoining or leading to their unit maintained, neat and clean. This also applies to Limited Common Elements areas which belong to that owner's condominium unit.

All residents are required to keep full length blinds, draperies, shutters, or other window treatments uniform within a room. Window treatments and doors (front entry, garage, and storm doors) should be maintained in good repair to provide a consistent and attractive appearance for all units in the community. Storm doors are not to be propped open and unattended for extended periods of time. All window coverings: draperies, and blinds (vertical or horizontal) must be white, off-white, or light beige on the exterior side.

Also, homeowners are responsible for gas lines serving their unit; the Association is responsible for everything up to the meter.

Safety and health concerns to be considered are any condition that might cause fire or damage to other building units as well as the resident's:

Outdoor Grills

When gas or charcoal grills or cookers are in use, they must be at least five feet from buildings, five feet from any combustible decorations and/or any combustibles inside or attached to buildings, and five feet from any exits. They must not be used inside garages or any condominium unit. Grills should not be left unattended for any length of time.

These rules are in accordance with Ohio Administrative Code: 1301:7-7-06 Building services and systems, the storage or use of portable outdoor gas-fired heating appliances.

Gas Fireplaces

Gas fireplaces require routine maintenance and service to ensure their proper working order and are the responsibility of the owner. A specialty retailer can perform such services. The chimney should be checked at least annually or after about 80 fires.

Laundry Dryer Vents

The long dryer vent runs up to roofs, captures moisture, lint accumulates and adheres to the metal vent walls. Cleaning removes lint, debris, and clogs to ensure proper airflow through the venting system. Such preventive maintenance should be performed at the owner's expense.

Water System

If the water in your unit needs to be shut off for plumbing work to be accomplished, prior to beginning the work, **please contact a board member or management company**, so that if necessary, the water will be shut off at the curb box with a special curb key which is stored in the shed.

The two original water pipes with shut-off valves are located next to hot water tanks in the laundry room or closet. One pipe supplies water to your outside or outside faucet. The other supplies your homes' internal water. The valves will be in the ON position -- straight side to side following direction of the pipe -- so water can flow inside your unit. Many owners have had new water tanks installed and the shut-off valves replaced, as there have been cases where the valves froze and could not be turned to the OFF position in an emergency. **The valve supplying water to the outside or garage faucet should be closed during the winter months.**

IMPORTANT *one HOME/UNIT in each building has a building water shut-off valve. The handle is black and round, looks like your outside water faucet handle. If turned, it shuts off the water for all four HOMES/UNITS in your building. Residents are advised to put a sign on that **BLACK HANDLE** and **NEVER TURN IT** as it freezes in the **OFF** position and shuts off the water for all four homes in the building. This can cause great inconvenience to other units' residents.*

*Please heed this warning: locate and view your water shut-off valves. If you have the black handled **building water shut-off valve** in your home, **NEVER TURN** that black handle. The Board has identified every unit containing this building water shut-off valve.*

Generator Use in a Natural Disaster Situation

- The primary hazards to avoid when using a generator are carbon monoxide (CO) poisoning from the toxic engine exhaust, electric shock or electrocution, and fire. Follow the directions supplied with the generator.
- Never use a portable generator indoors or in partly enclosed areas such as garages, even with ventilation. Be sure to place the generator away from windows, doors, and vents that could allow CO to come indoors.
- Allow at least five feet of clearance on all sides of the generator when operating. Plug appliances directly into the generator or use a heavy-duty outdoor-rated extension cord at least equal to the sum of the connected appliance loads.
- Never try to power the house wiring by plugging the generator into a wall outlet, a practice known as "back feeding." This is an extremely dangerous practice that presents an electrocution risk to utility workers and neighbors served by the same utility transformer. It also bypasses some of the built-in household protection devices.
- Store fuel for the generator in an approved safety can. Local laws may restrict the amount of fuel you may store, or the storage location. Ask your local fire department for additional information about local regulations. Store fuel outside of living areas, not near a fuel-burning appliance, such as a natural gas water heater. If the fuel is spilled or the container is not sealed properly, invisible vapors from the fuel can travel along the ground and can be ignited by the appliance's pilot light or by arcs from electric switches in the appliance.

EMERGENCY NOTIFICATION RESPONSIBILITY

In the event an emergency occurs while a resident is away from their unit, The Board must have a way to contact a family member or friend, particularly if access to the unit is necessary to prevent or remediate damage to the unit or building.

Therefore, all residents must provide an emergency contact phone number or numbers to the President of the Board of Trustees. This is accomplished by completing a contact form, which is to be updated annually, which will be forwarded to the president.

COMMON AND LIMITED COMMON ELEMENTS

Definition of Common Element

Except that which is defined to be a unit, the Common Element is all the condominium property.

This is the area outside each unit from the outer edge of the sidewalk to the street, or, where there is no sidewalk, from the outside of the unit to the street or property line.

Definition of Limited Common Element

Those portions of the Common Element (patio, exterior perimeter of the veranda to the bushes and driveway areas, and mulched area bordering sidewalk) that serve one unit and whose use, benefit, and enjoyment is reserved for the lawful occupants of that unit.

This is the area immediately outside each unit, including the sidewalk, the fence patio with cement pad, the mulched area between the sidewalk and the veranda in the Abbey and Canterbury style models, and the exterior parking area immediately in front of the garage.

Purpose of Common Element

The Common Element is for the sole and exclusive use, benefit, and enjoyment of the residents and owners for the purpose and manner in which such area and facilities are ordinarily used. All owners jointly own the Common Element, including the Limited Common Elements. No one shall use the Common Element or Limited Common Elements in such a manner as to disturb others.

It is expected that all will demonstrate common courtesy to their neighbors in regard to noise and activities. Party activities should conclude by 11:00 pm.

Damage to Common Elements

Owners are responsible for the maintenance and repair resulting from damage to the Common Elements caused by any negligent or intentional act by the resident or owners of a unit, or guest of any resident or owner.

Unit Uses

Except as otherwise specifically provided in the Declarations and Bylaws, no unit can be used for any purpose other than that of a resident or owner for individuals living together

as a single housekeeping unit, and uses customarily incidental there, provided, however, that no unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. An occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees, or invitees coming to the unit), making professional telephone calls or corresponding, in or from a unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

Modification and Alteration to Common and Limited Common Elements

No modifications or alterations to the Common or Limited Common Elements are permitted prior to the submission of a *Variance Request Form*, and receipt of written approval by the Board as recorded in meeting minutes. A Variance Request Form is *not* required to plant flowers in the Limited Common Element. The owner desiring approval for a modification or alteration will submit complete plans (including specifications showing the nature, kind, shape, height, materials, color, and location, and desired start and anticipated completion dates, for the desired alteration or modification) to the Board of Trustees for their review and recommendation. A resident or owner requesting a variance should attend the Board meeting where it is voted upon in the event of questions from the association.

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, or patio, nor may any trees or shrubs be planted, transplanted or removed; nor exterior motion sensor-operated lights, security cameras, etc. without prior written approval of the Board.

The members of the Association, as a whole, own all area outside of the interior walls of the units. Legally, each member owns an undivided interest in all area outside the interior walls of the unit – called Common and Limited Common Element. For that reason, Ohio law vests the Association with the exclusive right to maintain the common and limited common elements, including making improvements or alterations to it. Therefore, individual members cannot plant shrubs, make improvements or alterations, etc. in the common and limited common elements without prior submission of a variance request to the Board of Trustees, unless they are only replacing dead or diseased plantings.

With written Board approval, but prior to initiating a modification and/or alteration, the owner will sign appropriate documents that will:

- Define the scope of the modification or alteration approved.

Acknowledge that the granting of Board approval does not, in any way constitute a change as to how the property being modified or altered is defined, and that it remains defined as common property.

- Make the owner, or subsequent owner, responsible for all maintenance and/or damage repair to the modification or alteration, irrespective of how that damage was created. The owner, or subsequent 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

If a unit resident or owner wishes to install, or have installed, a satellite dish, that resident or owner is required to request for a variance to the Board for such an installation. **A completed application does not in any way infer approval. Installation should not begin, until such time as the resident or owner receives written approval from the Board.**

The approval by the Board does not in any way 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 element unless approved by the Board in writing. **No dishes are permitted in the Common Element.**

The dish installation shall be of quality construction and shall conform to all applicable building codes and manufacturer's specifications. ***It must be installed by a licensed professional.***

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 owner is responsible for any damage, other than the dish installation itself, to the exterior of the 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 owner shall, at his/her expense, replace and/or repair such damage.

Dish removal is the owner's responsibility as well as repairing any damage resulting from the dish having been removed. ***In the case of an owner selling their unit or discontinuing service, the dish must be removed.***

Satellite Dish Maintenance Issues

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

PERSONAL PROPERTY

All personal property such as patio furniture, lawn chairs, bicycles, tables, cooking grills, storage and trash containers, etc. must be kept inside the patio or the garage. Personal property maintained within the patio area may not be visible above the patio fence, with the exception of patio table umbrellas. Patio furniture/tables are permitted on unenclosed patios so long as concrete walkways are not obstructed. Residents with enclosed verandas must store their grills in the garage when not in use. All personal property including hoses and hose containers must be stored in winter. Patio furniture may remain inside enclosed verandas year-round.

Signs, awnings, canopies, shutters, antennae, satellite dishes, or any other device or decoration may not be affixed to or placed upon the exterior walls, doors, fences, or roof without prior written approval of the Condominium Association Board of Trustees. No drilling or structural damage to the exposed exterior of units is permitted. Nothing should be nailed, screwed or permanently attached to trees.

Items Permitted

The following items will be permitted only in the limited common element of the Community:

- Door wreaths (hung with a wreath hanger, command hooks or suction cups only).
- Flowerpots –not permitted in the grass or blocking sidewalks or front door. All flowerpots must be stored inside by the end of November. Residents who reside elsewhere during the winter season must put all planters, hoses, garden materials, etc. indoors prior to departure.
- Hoses:
 - Soaker hoses should not be permitted to run long enough to cause water to run down driveways, nor pool in low areas such as flower beds or turf areas.
 - Watering hose outside storage:
 - Watering hoses will be permitted outside from April through November as follows:
 - All residents outside hoses will be stored in a hose reel or hideaway container when not in use. All sprinklers and/or hose attachments will also be stored in the container or inside the garage.
 - When not in use, hoses will be stored on a hose reel or in a hose container, which will be positioned next to the garage door or next to the water outlet spigot.
- Ornamental rocks or stones no larger than 3' wide and 1' high.
- Stepping-stones at ground level in mulch area.
- Natural Stone Garden ornaments (not to exceed 12 inches high).
- Shepherd's Hook in black—double or single hooks, 8' maximum in height, only to hang flowering baskets. (heavy duty metal) (no artificial flowers)
- Up to 3 small (less than 18" tall) plastic or resin garden ornaments that are in good condition.
- Heavy duty black plastic edging or brick (*bricks require variance*) may be used around flowerbeds.

- Hummingbird feeders

American Flag

The American Flag may be flown or displayed any time in the Limited Common Area with accepted flag display protocol recommended. (Recommended protocol is to lower the flag at sunset and not to leave it flying overnight unless it is lit. Ordinarily the flag should be displayed only between sunrise and sunset. It should be flown only in fair weather, unless it is designed for inclement weather use.)

- Installation of flag holders are permitted only on the wood portion of the veranda element and are not permitted to be installed to any vinyl fencing, siding and/or brick element. 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 owner. The American Flag can also be attached to the wooden trim of the garage doorframe.

Game Day Flags

University, college or professional sports team flags may be flown or displayed only on the day before, the day of, and the day after a scheduled team event. Only one flag or banner may be flown or displayed at any one time. No other flags are permitted.

Landscape Lighting

Landscape lighting. Solar lighting in the ground may be utilized. The preferred base color is black or metallic. Hardwired lighting requires a variance. The cost of lighting systems, as well as the cost of maintaining lighting is the responsibility of the owner. Lights should be far enough from the walkway so as not to be an obstacle during snow removal.

Signs

- Two security signs, no larger than 6" X 6", supplied by the system installer are permitted in the Limited Common Area.
- Only one professionally made "for sale" sign, no larger than 30" X 30" is permitted, and in one window only.

Items Not Permitted

The following items in any common or limited common element of the Community:

- Artificial flowers
- *Bird feeders affixed to windows, bird houses or bird baths (Bird feeders are strongly discouraged because they attract rodents to the Community and generate droppings.)*
- Clothes racks (or other such items)
- Cypress or cedar mulch (black mulch only)
- Laundry may not be hung over any patio fence (including swimsuits, towels, rugs, etc.)
- Laundry poles or clotheslines
- Hardwired sidewalk lighting without an approved variance
- Inflatable decorations
- Large plastic or resin garden ornaments visible to other residents or guests.
- Mounted hose reels and hose hangers on outside faucets
- Swing sets, playground equipment, and sporting equipment (permanently installed)

- Decorations or furniture on grass when not in use
- Furniture on driveways when not in use
- Lawn Globes
- Fruit or vegetable plants
- Wall plaques
- Windssocks
- Wind chimes
- Yard signs including political signage
- No items permitted between garage areas such as edging/brickwork retention without approval of both units' residents and without an approved variance
- Large decorative rocks, pinwheels/ whirligigs or flags in flower beds **outside** patio fences or bushes
- Additional bushes without and approved variance
- No real estate signs

Any items not on the above list that are deemed to be inappropriate or non-conforming to the spirit of uniformity to the community are prohibited. The Board will address complaints received to determine if items are inappropriate.

Holiday Decorations

Outdoor lighting and decorations may be used for December holidays and are permitted in the limited common element and/or on building exteriors provided the decorations do not damage limited common element, buildings, gutters, or siding. They are not permitted on the roof or hanging from the roof. Plastic clips designed to hang from the gutters are acceptable and should be removed at the same time as decorations and lights, weather permitting. They may not be displayed before Thanksgiving Day and must be removed by no later than January 8th of the following year. Other holiday decorations, such as Easter, Halloween, etc. are permitted and may not be displayed more than two weeks before and must be removed no later than one week following the holiday.

Winterizing

All personal property including hoses, hose reels, trash containers, barbeque grills and flower pots must be stored inside. Patio furniture must be stored inside unless it remains in an enclosed veranda.

FLOWERS/LANDSCAPE PLANTS

Flowers

Flowers and plants may be planted inside the patio fence, outside the patio fence and outside the veranda in the existing mulched areas.

Flowers and plants are not to be planted around or hanging from trees, or in areas surrounding the air conditioning units. Flowers and plants should not exceed the height of the patio fence, bottom edge of windows or grown within 6" of siding due to moisture damage.

Maintenance of flowers and plants is the responsibility of the resident including those in

flowerpots, or they will be removed by the landscaping company at the owner's expense. Flowers may be planted under the mailbox stations at owner's expense.

Landscape Plants

All planting of new shrubs outside the patio area or Limited Common Element must have a variance request completed and approved by the Board before proceeding.

- Plants which may be considered will be of same species and size already existing in the community and which, at maturity will be compatible with existing plants.
- All new plants may be limited as to size by the Board. Fruit and vegetable plants are not permitted to prevent attracting unwanted wildlife.
- No vines are permitted in the Common Element and only in pots in the Limited Common Element.
- Original shrubs and trees planted in the Common and Limited Common Elements are the responsibility of the Association.
- Tree/shrub replacement by the owner in the Limited Common Element must be approved by the Board through a variance and become the responsibility of the owner. If a shrub dies, the resident is responsible for the replacement. Replacement with same type does not require new variance.
- Dead flowers are to be removed at the conclusion of the growing season.

Watering of Lawns/Plants

Watering of grass and flowerbeds is recommended to be done between 6:00 a.m. to 10:00 a.m. OR 6:00 p.m. to 9:00 p.m. for no more than an hour per day, twice a week. The exception would be for new plantings which should be watered as required. The Scott's Company recommends about one inch of water per week, applied in two intervals to allow for deeper penetration and to avoid water runoff. Shrubbery that has been replaced by the Association should be given the opportunity to thrive. Conscientious use of water supply is strongly encouraged. City water restrictions may apply.

INSECT AND/OR PEST CONTROL

The Association is responsible for the extermination of wood-boring insects such as termites, carpenter ants and carpenter bees. The owner is responsible for the extermination of all insects except wood-boring insects. (See detailed list under **CHECKLIST OF PEST CONTROL RESPONSIBILITIES** towards the end of this document)

SNOW AND ICE REMOVAL (See policy @ www.collingwoodpointe.com)

Main Roadways/Driveways will be plowed after a snowfall has accumulated 2" or more and melting is not expected to occur within a reasonable time. The Contractor, Board Member and the Property Managers will be responsible for all plowing and salting as a team effort. If you shovel your own walk and/or driveway, clearing a path across the front of your garage does help the plow trucks, which in turn lowers the snow removal costs for your Association, but you do so at your own risk.

Residents are encouraged to gently knock down or remove icicles from gutters and to apply ice melt to built-up areas of ice, as necessary, at the garage and front entrance to their unit.

Please note that after a snowfall it may take as long as a half day or more before crews can start working at your property. Please be patient. Main roadways will always be cleared first, and then drives and parking areas will be done. There will be times when roadways and walks are unavoidably slippery, so please be careful while walking and driving through the property. Be extremely cautious of areas where moisture run off from downspouts occurs, especially the driveway section in front of the sidewalk.

If your area is inadvertently missed or there is a problem, please contact the appropriate Board member for assistance.

PATIO FENCING, GATES, STORM DOORS, AND EXTERIOR LIGHTING

Patio gates may be installed at the owner's expense using only the approved design and specifications. A completed Variance Form and prior Board approval is necessary prior to installation or contact the Board to request the appropriate information and form(s).

Residents or owners will be responsible for the upkeep and cleaning of all patio fencing. **No types of drilling or attachments will be allowed that may damage fence.** Nothing will be allowed to hang on fence that may cause damages. If damage has occurred to any panels, please inform a board member so that panels can be replaced correctly. Owners are responsible for replacement and upkeep of gates. All gates will be installed by a licensed professional and will be at owner's expense.

Storm Doors

Storm doors may be added at the owner's expense using only the approved design and color. A completed Variance Request Form and Board approval is necessary prior to installation. Contact the Board to request the appropriate information and form(s).

NOTE: Patio gates and storm doors should not be left open, unattended, for extended periods of time.

Exterior Lighting

Exterior garage and front door lights are maintained by the Association. For neighborhood security, the switches must remain on at all times.* Switch guard covers are installed on both the front door and garage light switches to prevent them from being accidentally turned off.

The Board is responsible for replacing bulbs with specific dusk-to-dawn LED light bulbs. This will ensure that correct bulbs are used, which will maintain the integrity of the fixture and provide consistent illumination for our neighborhood. Please contact a board member if your light is not working.

*Lights may be turned off while using patio but should remain on overnight.

WINDOWS AND WINDOW COVERINGS

All residents are required to keep full length blinds, draperies, shutters, or other window treatments uniform within a room. Window treatments and doors (front entry, garage, and storm doors) should be maintained in good repair to provide a consistent and attractive appearance for all units in the community. All window coverings: draperies, and blinds (vertical or horizontal) must be white, off-white, or light beige on the exterior side. This does not apply to valances hidden by draperies or blinds. When closed, window treatments should extend the full length of the window frame. (Window treatments over half-moon area above window frame are optional.) For security and privacy, it is recommended blinds or draperies be closed at night.

Solar film may be installed on the inside of windows. Solar tint (Medium Performance Neutral) must be professionally installed. A variance approved by the Board is required prior to installation.

Grids on the palladium windows should be maintained by residents or owners for uniformity of appearance in the community.

Nothing other than window coverings may be placed on or inside the window areas except professionally prepared "For Sale" signs, or security system decals, which shall be limited in size and number.

PETS

Resident (Owner and Occupant Responsibility)

Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (I) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets: and (ii) the right for an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

Registration

All pets, including cats, must be registered with the Board of Trustees. Should any change occur in pet ownership, such as the addition of a new pet or death of a registered pet, please notify a Board Member or Management Company the Vaughan Group.

Screening/Registration of Pet- Residents must complete a Pet Application Form before

occupying the Unit with a pet. If the pet is a dog or a cat, a current photograph should be attached with the form. The property manager or board of Trustees will present a copy of the rules and regulations to the resident for review and signature to verify the rules and regulations have been received by the new resident.

Licensing & Vaccination Records

As required by Ohio law, all dogs shall be licensed by the Franklin County Auditor. Any resident with a pet shall possess proof that each pet has been vaccinated by a Vet and that the vaccination record for each pet is current and updated, including Rabies vaccines. If it becomes necessary, the Board of Trustees has the authority to request proof of a pet's vaccination record and to require the pet to be properly vaccinated if the records are not up to date for vaccinations.

I.D. Tags

I.D. tags with the pet owner's name, address, and phone number shall be displayed on pets at all times if they are outdoors. Dog licenses must be attached to the dog's collar.

Animals

No more than two household domestic pets, which may not be bred or maintained for commercial purposes, may be kept in any one Unit. Pets shall be limited to dogs, cats, and birds. This includes pet sitting for relatives and/or friends. No exotic pets of any type will be permitted including insects, reptiles, or other species of any animal.

The Fair Housing Act ("FHA") applies to all residential housing within the United States. The Fair Housing Act supersedes the provisions of the Declaration, the Association's rules and regulations and Ohio law in some specific instances. Service animals must be permitted within the community, regardless of size, breed or type. In order to qualify as a service animal, the animal must be trained to do work or specific tasks for the benefit of the disabled individual. A license or certificate of training is required. Support or comfort animals may be permitted with a proper and valid "reasonable accommodation" provided by the Board of Trustees. Support animals not otherwise permitted in the community must have a certificate or license.

All animals, including cats, when outdoors, shall be attached to a leash not more than six (6) feet in length and must be supervised by a responsible individual physically able of handling the animal at all times. The leash must be held in the hand of the responsible individual physically able of handling the pet during the entire time when the pet is outdoors. Retractable leashes may be used, but retracted to six (6) feet when other people or dogs are nearby. Electronic or remote collars used to control a dog are not permitted as a substitute for a leash at any time. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

Some examples of nuisance behavior for the purposes of this paragraph are:

- Pets whose unruly or aggressive behavior causes personal injury or property damage (including injury to another pet).
- Pets that make noise continuously for a period of 10 minutes or intermittently for several hours and unreasonably disturb any resident during any time of day or

night.

- Pets in common areas that are not under the complete physical control of a responsible human physically able to handle the pet on a hand-held leash of no more than six feet in length or in a pet carrier.
- Pets who relieve themselves on the exteriors of buildings, parking areas, asphalt, sidewalks, or areas other than grass.
- Pets who exhibit aggressive or other dangerous or potentially dangerous behavior towards other residents, guests, or other pets in the community
- Pets who are conspicuously unclean or parasite infested (fleas, mites, etc.)
- Pets who defecate and the owner does not IMMEDIATELY CLEAN UP AND DISPOSE OF THE WASTE. (This includes outdoors, indoors, and in any limited common element)

No pet shall be tethered outside on the lawn or in the Common and Limited Common Elements; including patio.

No animal pens or houses are permitted on patios or in the Common and Limited Common Elements.

Residents must prevent pets from annoying others in the community due to noise, aggression issues, intruding on neighboring limited common elements, etc.

Residents are responsible for removing animal waste immediately, at the time of occurrence, from the Common and Limited Common Elements. When walking pets, residents must carry clean-up equipment, such as a “pooper scooper” and/or plastic bags to remove waste. Avoid exercising your pet in near others’ units. Do not allow your pet to urinate on shrubbery, plants or flowers within the Common or Limited Common Elements.

Any damages done by pets are the responsibility of the Unit Owner, including pets associated with a non-owner-occupied Unit. The Unit Owner is responsible for the damages or enforcement assessments related to rule violations associated with the Unit, whether such violations are caused by the Owner, resident of the Unit or other Occupant or guests.

Enforcement Assessments

Pet owners may be assessed an “enforcement assessment” for violation of these rules at the rate of \$25.00 for the first offense, \$50.00 for the second offense and \$75.00 for the third offense. If there are further violations or a pet has exhibited aggressive behavior towards another resident or pet, the owner will be provided written notification and the board may require the resident to permanently remove the pet from the community. The Unit Owner, whether the pet owner or not, will be responsible for “all costs” related to the Association enforcing the pet rules, including removal of the pet if necessary. “All costs” will include, but not be limited to, court costs, attorney and paralegal fees, and filing or

recording fees. If the pet is not removed by the deadline provided in writing by the Board of Trustees, a fine of \$50.00 per day will be chargeable to the Unit Owner, not to exceed \$2,000.00, and will be subject to normal collection procedures established by the Association, including lien and foreclosure.

Any variation from these policies must be requested on a Variance Form submitted to Vaughn Group Management Company and approved by the Board of Trustees

Complaint Procedure

If a pet is a nuisance, the offended resident shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the offense continues, written details should be submitted to the Board (or Property Manager) explaining the offense, time, place, pet description, pet owner's name, address, etc. If the board finds the complaint to be legitimate after investigating the complaint, the pet caregiver will receive written notice of the violation.

If upon the 2 violations the problem is still unresolved, arrangements will be made for a hearing. (At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The board of Trustees may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger to the housing community and its residents. If so determined, the pet caregiver will have 30 days to remove the pet from the premises. The board of Trustees also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Right of Appeal

The Appeal procedure shall be the same procedure as with any other enforcement assessment or charge for property damages levied against a Unit owner, pursuant to Ohio Revised Code 5311.081(C). The Unit owner will receive a written violation notice with a statement as to the violation, amount of the proposed fine, a statement as to how the Unit owner can request a hearing with the board within 10 days of receiving the written violation notice, and a reasonable date by which to correct the violation if the violation can be corrected.

If the Unit owner fails to timely request a hearing in writing, the Unit owner has waived his or her right to a hearing and the Board may immediately levy the enforcement assessment or charge. If the Unit owner does timely request a hearing in writing, the Unit Owner will be provided written notice of the hearing (date, time, and location) no less than 7 days before the hearing date. When the hearing is held, the Board of Trustees will then provide written notice of the Board's decision to the Unit owner no less than 30 days from the date of the hearing.

All notices regarding the "right of appeal" and violation notices, shall be sent by one of the following methods: personal delivery, regular U.S. Mail or U.S. Certified Mail, or Return Receipt Requested. NO EMAIL NOTIFICATIONS ARE ACCEPTABLE UNDER THIS PROVISION.

Prohibited Animals

Because certain types of animals and certain breeds are by nature more aggressive than others, they are more likely to cause personal injury or property damage. As a result, such types or breeds of animals may not be covered by homeowners' insurance policies and will be prohibited by the association.

Dogs that are prohibited will include mixed breeds from the following categories below:

- Pit bull terriers
- Staffordshire terriers
- Rottweilers
- German Shepard
- Presa Canarios
- Chow Chows
- Doberman Pinchers
- Akita
- Wolf-hybrids
- Mastiff
- Cane Corsos
- Great Danes
- Alaskan Malamute
- Siberian Husky

Any variation from these policies must be requested on a Variance Form submitted to the Board of Trustees.

PARKING AND VEHICLES

No boats, trailers, commercial trailers, travel trailers, motor homes, trucks (larger than a ¾ ton pickup), or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation too large to be garaged, will be permitted to park in the Limited Common Elements area (in front of garage) for twenty-four (24) hours to allow for loading and unloading. Such vehicles must not block normal access of other residents.

All parking by residents or guests must be: (a) within the garage, (b) in the Limited Common Element in front of the garage door, (c) in the parking spaces at the clubhouse area, or (d) on the side drive in such a manner so as not to block any other resident's access to the garage or street.

No vehicle may be parked in the Clubhouse parking areas for more than twenty-four (24) consecutive hours. Vehicles parked there for more than 24 hours are subject to being towed.

Parking Restrictions

- Parking and/or driving on lawn areas is strictly prohibited. Do not drive over the cement curbs, especially on the corners.

- Strictly prohibited in turn-around areas. Parking in turn-arounds is intended to be temporary.
- No vehicle shall be parked which blocks any street or driveway. If more than one car is parked along a curb, please limit parking to only one side of the roadway so traffic can flow smoothly.
- On any corner
- Within 30' of a corner
- On any curved roadway
- Within 10' of any mailboxes
- Within 10' of any fire hydrant
- In any area that would obstruct the flow of emergency vehicles.

Please make your guests aware of our parking rules.

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any Common or Limited Common Element for more than 24 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Common or Limited Common Elements except for short-term emergency work (flat tire, battery charge, etc.).

The speed limit within the community is 14 mph.

Reckless operation or excessive speed is prohibited. Please remember that we do not have sidewalks and that the road is used for walking and handicap vehicles. Pedestrians have the right-of-way.

Garage doors should be closed at all times when a garage is not in active use, for security and aesthetic reasons.

SWIMMING POOL

The pool is for the enjoyment of community residents, owners and their guests.

The pool rules are:

1. All persons using the pool and pool facilities do so at their own risk. There is no lifeguard on duty.
2. All children under the age of 18 must always be accompanied by an adult family member of a resident or owner. Guests over the age of 18 must obtain from a resident the green key holder with gate and restroom keys attached and bring it as their permit to access the pool. Residents will not be required to accompany their guests who are age 18 or older. If guests do not possess the proper pool permit, however, they cannot access the pool area.
3. Residents or owners may have up to four (4) guests per household at the pool and are responsible for ensuring guests behave in a respectful manner to others. If a resident at the pool observes disruptive/disturbing behavior, they should immediately contact the Preserve Security officer on duty at 614-419-4323. Any

other perceived infractions should be reported to VGL. For those violations that are substantiated by VGL, resident/s may forfeit pool privileges.

4. The following are prohibited at the pool:
 - a. Animals and pets except, for approved/registered service animals are **NOT** allowed inside the fenced pool area at any time.
 - b. Glass or other breakable items.
 - c. Running, diving, splashing or disruptive behavior.
 - d. Public intoxication will NOT be tolerated at any time.
 - e. Excessive noise or radios without headphones. Music can be played when part of group exercise activities, but volume should not be excessive.
 - f. Private pool parties.
 - g. Electrical devices. Battery powered devices may be used if approved for wet-area use.
 - h. Bikes, tricycles or other riding toys.
 - i. Swimming is permitted only in garments sold as swimwear. Infants **MUST** wear "little swimmers" swim diapers. **NO OTHER DIAPERS ARE PERMITTED IN THE WATER.**
 - j. Floats and rafts
 - k. No smoking in the pool area
5. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use.
6. Noodles, water wings, water weights and tubes are permitted in the pool if they are not a nuisance to other pool users.
7. Use the locked entrance gate located on the west side of the pool for entry. The last resident exiting the pool area is responsible for locking the gate.
8. Pool participants are NOT permitted inside the clubhouse at any time. They may use the restrooms by entering via the rear door entrances only. The second key on the green holder is to be used to gain entrance through these rear doors.
9. An Emergency telephone has been installed at the rear of the clubhouse for direct dial of 911.
10. Climbing over the fence or gate is strictly prohibited.
11. Only a resident or owner may operate the gas grill. They are required to clean the grill after each use.
12. The Pool Committee has the authority to monitor and enforce these rules. Any infringement will be reported to the Board of Trustees to address and resolve. The Trustees have the authority to suspend any resident, owner or guest's pool privileges should an incident warrant such action.
13. Pool hours are 8:00am to 10:00pm.
14. Do not enter the pool area if you are sick or do not feeling well.

Key

A green holder with two keys attached, will be provided to the pool area from the Property Manager at a cost of \$14. Should a member lose his/her key, a member of the Pool Committee will provide a new green holder and keys to the resident at a cost of \$14. The replacement key will not be provided until the Property Manager has received payment.

Only one pool key is/will be issued to each address in Collingwood Pointe at the Preserve. Any owner, who is not a resident, has the option of using the pool key for

themselves, or allocating it to their leaser or renter. Keys may not be duplicated to allow for both options. Any violation of this rule will result in a fine, a loss of pool privileges, or both.

COMMUNITY CENTER (CLUBHOUSE)

The Community Center is for the private use of the residents. Animals and pets, except for approved/registered service animals, are **NOT** allowed inside the Clubhouse at any time.

The party room is available for rental to residents in good standing only. Complete clubhouse rental policies and procedures, along with a sample reservation form and checklist, can be found in the back of this Handbook. The following is a summary of the policy:

- A \$200.00 refundable deposit and a \$50.00 rental fee are required from residents. Reservations are granted on a first request basis with the exception of holidays as noted below.
- Children's and teenager parties are prohibited without owner present.
- The residents will have exclusive use of the Clubhouse party room only; guests may not use the pool or exercise equipment, and the pool may not be reserved, nor used for any non-community sponsored party.
- The residents are responsible for all clean up and trash removal. Clean up must be done (completely) the day of the party.
- Damages to the community center or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the resident will be billed for the difference.
- Due to insurance liability purposes no one under the age of 18 years is permitted to use the Exercise Room.
- No one under the age of 18 years is permitted in the clubhouse unless accompanied by an adult family resident.

Library

The Library is for the use of all residents at their leisure. Books may be borrowed on the honor system and returned to the basket for re-shelving by volunteers. Donations, large print books preferred, may be placed in the basket near the bookshelves and are gratefully accepted.

TRASH COLLECTION

All trash should be in cans provided by Rumpke.

Normal trash collection day is Friday. (During official holiday weeks, trash collection is usually postponed until Saturday.) *Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection (Thursday).* If trash is set out the day of collection, it must be done no later than 6:00 a.m.

All containers must be stored back in your garages by 9:00 p.m. the day of collection (Friday). All trash should be placed in provided trashcans only. All trash for collection must be set out at the main street next to the curb at the end of the access road or driveway.

Trash placed outside of containers will not be removed unless special arrangement has been made with Rumpke. Cardboard that can be broken down and secured with twine will be removed. Residents are encouraged to recycle cardboard boxes (broken down), glass, paper, and approved plastic containers. Recycle bins may be found at: Columbus Fire Station 29 on Little Turtle Way, Academy Park on Cherry Bottom Rd. and New Albany Early Learning Center.

Units with rear access should put their trash containers grouped together in the area (at the point) where the secondary access road turns for entry to your garage and home. The truck will back up off the main road to that point, and not maneuver around a curve for the pick-up.

No hazardous materials such as paint, oil, acids, ammunition, or flammable materials are permitted to be placed in trash containers but are the responsibility of the resident to dispose of at designated sites. Contact SWACO (Central Waste Authority of Central Ohio for assistance at 614-294-1300 or www.swaco.org.

Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean up of trash spillage from the containers.

“Snowbirds” are asked to notify a Board Trustee if they will be away for 2 or more months so the association is not charged for their trash service.

SOLICITATION AND GARAGE SALES

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board of Trustees as a planned community activity.

UTILITIES

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. The Condominium Association pays for water and sewage utilities, and trash collection.

CONDOMINIUM SALES

Any owner who is planning to sell their unit must contact the Board of Trustees. Realtor information must be supplied or listing information for private sale. Only one professionally made For Sale sign is allowed and must be no larger than 30" x 30".

Any owner who sells his or her condominium is responsible for:

- Informing the Association Board of Trustees and the Property Manager of ownership changes at the time a closing date is established.
- Ensuring that all condominium dues are current.
- Ensuring that all variances approved for the property are forwarded to the new owner.

CONDOMINIUM RENTAL

Revisions/ Amendment to Condominium rentals

No unit can be rented without Board approval.

The Tenth Amendment to the Declaration and ByLaws for Collingwood Pointe at the Preserve Condominium dated August 6, 2018 explains the rental policy. Detailed policy is located on website @ www.collingwoodpointe.com

ENFORCEMENT

Violation Letters/Violation Assessments

The Property Manager or Board Member will be canvassing the community on a regular basis. When a rule violation is noted, a letter will be sent to the owner. The first letter will state that the owner has up to ten (10) days to correct the violation and will explain that the owner will be assessed if the violation is not corrected in a timely manner. If the owner has not complied with the terms of the first letter, a second letter will be sent. The second letter will state that a \$25.00 assessment has been imposed and informs the owner that if the violation is not corrected immediately, the owner will be charged an additional \$5.00 per day until the violation is corrected. The owner has the right to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.

The Association will pursue the collection of such assessments and levies by pursuing all remedies available to it under Ohio law, including, but not limited to, the filing of condominium assessment liens and foreclosure of title.

Any owner may appeal any assessment or levy charged by the Association by delivering a written request for a hearing to the Property Manager within thirty (30) days from the date such an assessment or levy was charged. The Board of Trustees will hear such

appeals at their next regularly scheduled meeting. The disposition of any assessment shall be made retroactive to the date of citation at such hearing.

If an owner does not comply with the rules upon request, then the Association may pursue any and all remedies available to it, including assessments, litigation, and arbitration. All enforcement costs shall be assessed to the owner, pursuant to the Declaration of Condominium and Ohio Law.

Distribution of Handbook

A copy of the Collingwood Pointe at the Preserve Association Community Policies and Guidelines Handbook will be distributed to all owners. Owners are responsible for distributing the Handbook to their tenants.

AMENDMENTS

These policies and guidelines may be subject to change from time to time at the discretion, and by a majority vote of the Board of Trustees.

OWNER UPDATES

Owners will be requested to provide information for updates periodically, to include vehicle and pet registration, per Ohio Revised Code 5311. All vehicles kept at your unit, are to be registered with the management company. Information is to include license plate, make, model and color of vehicle. All new owners and residents will be required to provide complete contact information to Property Management Company upon move-in.

CLUBHOUSE RESERVATION PROCEDURE

You will find the **Clubhouse Reservation Agreement** located in the lobby at the Clubhouse entrance. Read thoroughly the Clubhouse Rules and Regulations, as you, the renting resident, will be held completely liable for violations and for noncompliance of all said Rules and Regulations. Fill out and sign the **Reservation Agreement Form**, and make checks payable to Collingwood Pointe at The Preserve. Two checks are required: For all residents, a \$200 (refundable security deposit) check, and a second check of \$50 (rental fee). The forms and checks should be delivered to or mailed to a Clubhouse Committee member.

The Clubhouse Committee is responsible for maintaining the calendar as well as coordinating the pre- and post-inspections. The security deposit will be held by the Clubhouse Committee until the after Post-rental inspection and the committee ensures that no violations and/or damage were done to the premises.

When your function is over, the Clubhouse Committee will inspect the Clubhouse for any violations and/or damages and ensure that all rules and regulations were followed. The checklist included in the packet will be used. The renting party should be in attendance during all inspections. Once the post-inspection is completed, and there are no violations or damages noted, your security deposit check will be returned or shredded, as requested by you.

In the spirit of fairness, Thanksgiving week, and Christmas week through New Year's Day will be allocated by a drawing if more than one person requests the same date. The Thanksgiving drawing will be held on Sept. 30; and the Christmas drawing on Oct. 31.

THE CLUBHOUSE WILL NOT BE AVAILABLE TO RENT ON THANKSGIVING OR CHRISTMAS DAY.

CLUBHOUSE RULES AND REGULATIONS

The Collingwood Pointe at The Preserve Association takes pride in presenting our residents with a beautiful clubhouse in which to relax with neighbors, friends and guests. The clubhouse should be treated with the same respect that you would treat your own home. These Rules and Regulations are established to permit any resident of Collingwood to enjoy the use of the clubhouse without infringement upon the other residents and their guests.

THE RENTING PARTY SHALL:

1. Be a **resident** who must also be in attendance during the entire planned event.
2. Be **completely** responsible for their guests at all times.
3. Assume **full responsibility** for damage to the clubhouse, or to property in the clubhouse, and for any theft of property.
4. Make **no attachments** to painted drywall with screws, nails, pins, adhesive, etc. causing damage to paint or wall.
5. Not permit guests to have use of the pool area or exercise room.
6. Not permit guests to park in resident parking areas. Street parking along one side of the curbed street will be permitted. **PLEASE** observe the posted **NO PARKING** signs. **PARKING IN FRONT OF THE MAILBOXES IS STRICTLY PROHIBITED.**
7. Not permit any loud, boisterous noises, music, profanity or other offensive behavior.
8. Not permit any live or amplified music.
9. Not permit animals and pets, except for approved/registered service animals.
10. Not reserve the clubhouse on behalf of any outside organization. Any overt violation of this will result in deposit forfeiture.
11. Not have more than 50 guests.
12. Assure that guests depart in such a manner that they do not disturb other residents.
13. **Leave the clubhouse in the condition it was in when rented.** (i.e. clean-up, remove trash, vacuum, etc.). The cost of any labor for returning the clubhouse to its original condition will be deducted from the security deposit.
14. **Close and secure the premises no later than 11:00 pm.** Failure to secure and lock premises will result in forfeiture of a portion of the security deposit.
15. Not permit guests to smoke in the clubhouse. **THE CLUBHOUSE IS A NON-SMOKING FACILITY.**

Following inspection of the party room, hall and restrooms, the Clubhouse Committee will return the security deposit check or bill for additional charges. The inspection will include the entire facility. Residents should be present for both pre- and post-inspections.

No events will be booked for residents under 21. Adults (21 and over) who are unit owners may make reservations and must be present at all times during event.

Collingwood Pointe at the Preserve Association

CLUBHOUSE CLEANUP CHECKLIST

Pre-inspection

The clubhouse is clean and in order for my event

RESIDENT'S SIGNATURE

TODAY'S DATE

Post-inspection

- _____ Clean kitchen counters and sink
- _____ Sweep and mop kitchen floor
- _____ Vacuum clubhouse
- _____ Clean up cigarette butts on front walk
- _____ Sweep and mop lobby
- _____ Ladies' restroom: sweep and mop floor clean counter, sink, and toilet
- _____ Men's restroom: sweep and mop floor clean counter, sink, and toilet
- _____ Clean tabletops, using a dry, soft cloth
- _____ Remove all trash, including under the sink, and in restrooms. Do not leave it in the clubhouse.
- _____ Replace trash-can liners
- _____ Run garbage disposal
- _____ Turn off all lights, fans, fireplace, & T.V. (Emergency light, above the closet stays on)
- _____ Clean microwave
- _____ Place all furniture in original positions
- _____ Be sure all exterior doors are locked

IF ANY DAMAGES ARE FOUND, THE COST WILL BE 100% OF REPAIR OR REPLACEMENT OF DAMAGED ITEM(S).

ANY ITEMS CHECKED ABOVE FOR NONCOMPLETION ARE IN VIOLATION OF THE CLUBHOUSE RESERVATION AGREEMENT AND, THEREFORE, WILL HAVE A DOLLAR AMOUNT BESIDE EACH CHECKED ITEM DEDUCTED FROM THE SECURITY DEPOSIT. PLEASE BE ADVISED THAT IF THESE VIOLATIONS OCCUR IN SUBSEQUENT USE OF THE CLUBHOUSE, THE BOARD MAY DENY YOUR FUTURE RENTING PRIVILEGES OF THE CLUBHOUSE.

REQUESTS / FORMS / POLICIES / INFORMATION

The following information is available upon request from a Board Member or downloaded from Website (www.collingwoodpointe.com). Passwords are required for access to the Forms & Information, Meeting Minutes, and Financials sections.

The following is available under the Forms and Information section.

1. Variance requests / forms
 - a. Patio extensions
 - b. Satellite installs
 - c. Exterior modifications
 - d. Clubhouse rental
 - e. Request for documents
 - f. Pet registration
 - g. Board Member Nomination
 - h. Maintenance Notice and Request

2. Policies
 - a. Pet policy
 - b. Satellite policy
 - c. Snow & Ice removal
 - d. Mold Issue Policy

3. Information
 - a. Handbook
 - b. ByLaws
 - c. Vendors
 - d. Handbook Amendment for lighting
 - e. Rental Agreement Exceptions
 - f. Board member list

Issues or Complaints can be submitted via an online form.

MAINTENANCE/WARRANTY RESPONSIBILITY

DESCRIPTION	RESPONSIBILITY	
	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 and Front Porch		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

CHECKLIST OF PEST CONTROL RESPONSIBILITIES

INSECT/PEST PROBLEM	RESPONSIBILITY	
	OWNER	ASSOCIATION
Ants: Carpenter Honey Pavement Pharaoh	X X X	X
Bees: Honey Wood Boring	X	X
Centipedes	X	
Chipmunks	X	
Chimney Varmints	X	
Earwigs	X	
Fleas	X	
Groundhogs		X
Hornets	X	
Indian Meal Moths	X	
Mice	X	
Millipedes	X	
Opossums		X
Raccoons		X
Rats	X	
Roaches	X	
Silverfish	X	
Skunks		X
Snakes	X	
Spiders	X	
Squirrels		X
Termites		X
Ticks	X	
Wasps	X	
Woodpeckers		X