

## TREETOPS AT BRANDON CONDOMINIUM ASSOCIATION Welcome Booklet GENERAL INFORMATION RULES AND REGULATIONS

**January 2023 Edition** 

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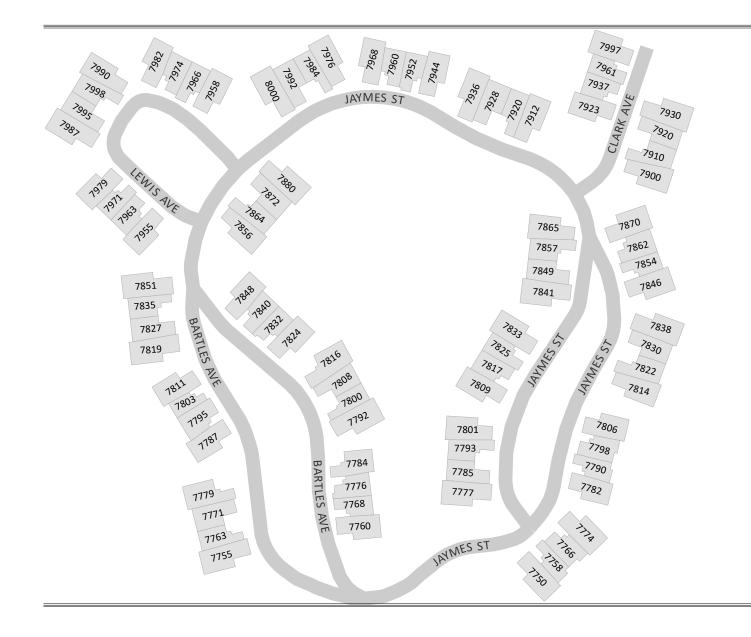
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#### TREETOPS AT BRANDON CONDOMINIUM ASSOCIATION UNIT MAP



Treetops Unit Owners Listing			
Address	Unit Owner/	Treetops	Entire Building inside Water
	Address	Occupant	Building #
7755 Bartles	Gawish	Building # 1	
7763 Bartles	O'Conner	Building # 1	
7771 Bartles	Mueller	Building # 1	
7779 Bartles	Robinson	Building # 1	х
7787 Bartles	Wiksell	Building # 2	
7795 Bartles	Ishida	Building # 2	
7803 Bartles	Nair	Building # 2	
7811 Bartles	Humphery	Building # 2	X
7819 Bartles	Miller A.	Building # 3	
7827 Bartles	Barcellona/Hsecherl	Building # 3	
7835 Bartles	Carton	Building # 3	
7851 Bartles	Dugan	Building # 3	Х
7955 Lewis	Valento	Building # 4	x
7963 Lewis	Smith	Building # 4	
7971 Lewis	Harlow	Building # 4	
7979 Lewis	Norris	Building # 4	
7987 Lewis	Lora	Building # 5	
7995 Lewis	Stewart	Building # 5	
7998 Lewis	Miller	Building # 5	
7990 Lewis	Zimmerman	Building # 5	X
7982 Lewis	Gyuro	Building # 6	
7974 Lewis	Hill	Building # 6	
7966 Lewis	Ambrosio	Building # 6	
7958 Lewis	Rued	Building # 6	Х
8000 Jaymes	Kreitemeyer	Building # 7	X
7992 Jaymes	Kendall	Building # 7	
7984 Jaymes	Kacha	Building # 7	

7976 Jaymes	Clager	Building # 7	
7968 Jaymes	Lavelle	Building # 8	
7960 Jaymes	Jennings	Building # 8	
7952 Jaymes	Bisca	Building # 8	
7944 Jaymes	Conway	Building # 8	х
7936 Jaymes	Conway	Building # 9	х

7928 Jaymes	Stevens	Building # 9	
7920 Jaymes	Weiss	Building # 9	
7912 Jaymes	Kiehborth	Building # 9	
7923 Clark	Ireton	Building # 10	Х
7937 Clark	Baker	Building # 10	
7961 Clark	Zubaty	Building # 10	
7997 Clark	Sickles	Building # 10	
7930 Clark	Huddle	Building # 11	
7920 Clark	Kuhl	Building # 11	
7910 Clark	Huddleston	Building # 11	
7900 Clark	Dickerson	Building # 11	Х
7870 Jaymes	Desem	Building # 12	Х
7862 Jaymes	Smith P.	Building # 12	
7854 Jaymes	Riddle	Building # 12	
7846 Jaymes	Campbell	Building # 12	
7838 Jaymes	Falcone	Building # 13	
7830 Jaymes	Darr	Building # 13	
7822 Jaymes	O'Neil	Building # 13	
7814 Jaymes	Dolby	Building # 13	Х
7806 Jaymes	Bates	Building # 14	Х
7798 Jaymes	Dai	Building # 14	

7790 Jaymes	Permar	Building # 14	
7782 Jaymes	Gauntz	Building # 14	
7774 Jaymes	Attalla	Building # 15	X
7760 Jaymes	Cook	Building # 15	
7758 Jaymes	Jeffers	Building # 15	
7750 Jaymes	Rakich	Building # 15	
7760 Bartles	Geiger	Building # 16	x
7768 Bartles	Boyd	Building # 16	
7776 Bartles	Witt	Building # 16	
7784 Bartles	Evans	Building # 16	
7792 Bartles	Hanna	Building # 17	
7800 Bartles	Rader	Building # 17	
7808 Bartles	Miller S.	Building # 17	
7816 Bartles	Owensby	Building # 17	x
7824 Bartles	Mincer	Building # 18	x
7832 Bartles	Inaganti	Building # 18	
7840 Bartles	Richards	Building # 18	
7848 Bartles	Bodnar/Pinnell	Building # 18	
7856 Bartles	Fancher	Building # 19	
7864 Bartles	Nadur	Building # 19	
7872 Bartles	Johnson	Building # 19	
7880 Bartles	Coate	Building # 19	X
7865 Jaymes	Losurdo	Building # 20	
7857 Jaymes	Andrick	Building # 20	
7849 Jaymes	Easter	Building # 20	
7841 Jaymes	Monks/Johnson	Building # 20	X
7833 Jaymes	Docter	Building # 21	X
7825 Jaymes	Hoffman	Building # 21	
7817 Jaymes	Petersen	Building # 21	
7809 Jaymes	Scinto	Building # 21	

7801 Jaymes	Michaels	Building # 22	
7793 Jaymes	Magee	Building # 22	
7785 Jaymes	Ricci	Building # 22	
7777 Jaymes	Mitchell	Building # 22	Х



**Treetops at Brandon Aerial 2018** 

#### WELCOME

The residents of Treetops welcome you to our community. We believe that you will find, as we have, that Treetops at Brandon is one of the finest condominium complexes in central Ohio.

Please take a few minutes and familiarize yourself with the contents of this booklet. The information will answer many questions you may have about condominium living and about the rules and regulations here at Treetops. This information can also be found at the Treetops at Brandon website – www.treetopsatbrandon.org - which is updated regularly. This booklet is in no way a substitute for the original Declarations and By-Laws (a 65-page document filed with Franklin County) that you can read by visiting the Treetops at Brandon website.

Feel free to contact the Treetops management company, Condominium Administrators, with any questions you may have. Or you can visit our website and submit your questions or concerns electronically by using the forms provided there.

We hope that you enjoy your new home and Treetops as much as we do.

### Treetops at Brandon website

www.treetopsatbrandon.org

Emergency	911	Engineering	614-410-4780
Police, non-emergency	614-889-1112	Library	614-645-2275
Fire, non-emergency	614-652-3920	Recreation Services	614-410-4550
Building Inspector	614-410-4400	Planning and Zoning	614-410-4400
City Hall	614-410-4400	Condominium Administrators	614-848-3320
Chamber of Commerce	614-889-2001	School Administration	614-764-5913
Electrical Inspector	614-410-4400	Trash Collection	614-410-4750

#### IMPORTANT DUBLIN PHONE NUMBERS

#### **CONDOMINIUM LIVING**

What is condominium living? Condominium living is home ownership with many of the chores of ownership, but not all, included in the monthly fee. The services provided in condominium living translate to increased freedom from some of the liabilities of individual home ownership. Some may mistakenly think of condominium living as "apartment living". It is not. Apartment living is totally rented space, and maintenance applies to both the exterior and interior. Condominium ownership is more like individual home ownership in that the condominium owner bears maintenance responsibility for certain portions of his/ her unit. Some of the areas covered by your monthly condominium fee include landscaping and common area maintenance. These two make up a large portion of your fee, and include lawn care (mowing, fertilization, mulching and edging, tree and shrub care and leaf removal) and exterior maintenance (painting, caulking, gutters, roof, wood siding, sidewalks, asphalt). Other items include water, insurance on the building, and all items shown in the Association's financial statements.

#### COMMITTEES

In order to successfully run the "business" here at Treetops, committees have been formed. The Landscape and Building Committees concern themselves with matters relating to the Association contracts, bids, etc. while others such as the Social are concerned with creating an atmosphere for fun and camaraderie. As you, too, are now 1/88th owners in "our business", we certainly hope you will choose to involve yourself in one of our committees. We realize you may have other commitments, however, none of the committees work is more than a few hours a month. Contact the Treetops management company, Condominium Administrators, or a Treetops Board member for information.

**SOCIAL ACTIVITIES:** This is a wonderful opportunity to meet your neighbors and build friendships. There are monthly breakfasts, lunches, book club, and occasional dinners at local restaurants. Information on each is listed on the Treetops at Brandon website – <u>http://treetopsatbrandon.org/owners/</u>

#### TREETOPS AT BRANDON OWNER ASSOCIATION

#### WHAT IS A CONDOMINIUM/HOMEOWNERS ASSOCIATION?

When developers first started building condominium projects, everyone agreed that having property shared by all owners was a good idea. But one question remained, "Who is going to take care of it?"

Local government was not responsible because the land was privately owned. The developer would eventually sell the homes and probably go on to build other projects, so they would not want to be responsible. That left the residents. Since they own the property, they should have responsibility for its maintenance. The concept of an association of owners was born.

<u>A Condominium/Homeowners Association is an organization of residents.</u> In a condominium association, the buyer automatically becomes a member with the purchase of a condominium within the development. As a member, he/she has a voice and vote in the Association's affairs. These votes are cast during annual or special meetings of the general membership.

The Condominium Association is an incorporated, not-for-profit, organization operating under recorded land agreements through which each condominium owner in a described area is automatically a member. Each member is subject to a charge for their proportionate share of expenses for maintenance of common property and support of other necessary activities of the organization.

#### WHAT DOES IT DO?

The major responsibility of the Association is to protect the investment and maintain the value of the property owned by members. Providing for the maintenance and operation of the common property does this.

The Association has other responsibilities too, such as enforcing the Declarations & By-Laws, Rules and Regulations, and architectural controls, while providing effective communication among members.

To assure we are a well-run organization, a professional property management firm has been retained to operate the Association. Professional management insures that the Association functions as a viable business organization, protecting your valuable investment. Management staff coordinates and supervises maintenance, financial and architectural facets of the Association along with the help and support of the Board of Trustees and the various committees.

#### THE HOMEOWNERS ASSOCIATION IS A BUSINESS

No matter what role you play in the Association, one thing is certain; you will want it to operate as smoothly and efficiently as possible. The most important thing to remember about a Community Association is that it is a <u>business</u>. To be successful, it must be operated like one.

All owners are encouraged to attend the Annual meeting and Quarterly Board meetings when invited.

# DECLARATION OF COVENANTS, CONDITION, RESTRICTIONS, EASEMENT AND LIENS

When a Developer plans his project he develops a set of legal documents, which establish the community association, govern its operation, and provide rules for use of all properties in the community. The legal documents consist of the following:

#### **DECLARATION OF CONDOMINIUM OWNERSHIP**

The Declaration is on file with the Franklin County Auditor and details each owner's property rights and the conditions on use of his/her property and his/her right and obligations in the Association. The master regulations are important rules in your day-to-day living. They are set up to make the property convenient and easy for you and all others involved.

#### **ARTICLES OF INCORPORATION**

This legal document is filed with the Secretary of State and establishes the Association and its purpose, structure and powers.

#### CODE OF REGULATION (BY-LAWS)

The By-Laws delineate the meeting process, election procedures, powers and duties, Board Meetings, committees, insurance requirements and limited use restrictions. The Declarations and By-Laws are a legal document passed from owner to owner.

#### DISCLAIMER AND REFERRAL TO DOCUMENTS

This Welcome Booklet is designed to familiarize owners with the Homeowners Association, Management, and the Policies and Procedures. A fuller, more comprehensive reference to any item concerning Treetops can be found in the Declaration, By-Laws and Articles of Incorporation received by all owners prior to, or at, closing. In the case of any conflict between this Welcome Booklet and the documents; the documents shall control.

#### THE PROPERTY MANAGER

The Property Manager for Treetops Unit Owners Association is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and common property.

The Property Manager has specific authorization and obligations as contained within the management contract. The management contract will generally run for a period of one (1) year. The current Property Manager is:

#### **Condominium Administrators**

Dave Jones / Gary Jones 845 Lookout Point Drive Columbus, Ohio 43235 Office 614-848-3320 Fax 614-848-9980 Email: <u>condolinks@aol.com</u>

It is the responsibility of the Property Manager to bid, contract, oversee and direct all contractors, vendors, etc., servicing the Association under the approval of the Board of Directors. The Property Manager will select, oversee, and direct all employees, including maintenance personnel. The Management Company contracts these employees/contractors.

The Property Management Company is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board of Directors acting on behalf of all owners/members, are carried out. The expertise and experience of a qualified management company provides the Board with the information and facts necessary to make appropriate decisions on all aspects of the Association administration and management of common property. Association members are to report any problems, maintenance requests, etc. directly to the property management firm. Reporting to Board members or Committee members does not constitute a proper report and will only delay acting on your concern.

#### WHAT ARE RESERVES – WHY DO WE HAVE THEM?

The Reserve Account is the Association's way of setting aside money for future capital improvement repairs and replacements. Yearly amounts are to be placed in a reserve for future expenses as regulated by the State of Ohio. Each month part of your condominium fee is set aside to plan for the replacement and repair of common areas. This helps to protect and preserve property values.

Your ability to sell your unit can be influenced by the adequacy of, or nonexistence of, Reserves set aside by the Association. Primary lenders may consider Reserves for future needs a key part of a good financial policy and can consequently be more receptive to lending money in Communities with a good, established Reserve Account policy. Reserves can, therefore, directly affect the resale value of your home.

#### **GENERAL INFORMATION**

#### TRASH AND RECYCLABLES MATERIAL PICK-UP

These items are collected each Wednesday by the City of Dublin. The City provides a separate container for Trash and one for Recyclable Materials. Only these containers should be used for Trash and Recyclables. These containers are the City's Property and should be left by the prior owner. Containers are to be placed outside Tuesday evening or early Wednesday morning and returned to the garage after collection. It is a violation to have containers stored outside at any other time.

#### YARD WASTE PICKUP

Yard waste pickup is on Monday. All yard waste must be placed in approved recyclable paper bags.

#### ENTRY DOORS/GARAGE DOORS/WINDOWS

All entry doors, garage doors and windows are the responsibility of the unit owner to maintain. All doors and windows must be kept in proper working order and in proper condition. Any door, garage door or window deemed to not be in working order or proper condition must be repaired or replaced by the unit owner within (45) days of notice. The Board of Directors will make a determination of proper working order and proper condition.

#### WINDOW COVERINGS

Window coverings should show a neutral color backing to the exterior.

#### WINDOW TINT

"Scotch Tint Plus" window film may be applied to the windows and must be properly maintained once installed. Contact a professional glass coating and tinting company for information.

#### FRONT DOOR KICK PLATES

Front door kick plates are permitted. Front door kick plates are to be brass colored. Please contact the Property Manager for more information.

#### **STORM DOORS**

Owners wishing to install a storm door should contact the Property Manager prior to proceeding. The Property Manager will provide you with approved models that comply with Association standards.

#### ADDITIONAL LIGHTING

The Board has approved specified soffit and landscape lighting. The soffit light(s) are wired into the electric eye to come on at dusk. The landscape lighting must be wired into your condominium electric. Any owner interested in having soffit and/or landscape lights installed should contact the Property Manager for approval.

#### **CONDOMINIUM INSURANCE**

The building structure is insured under the Association policy on an "ALL RISK" basis subject to a \$10,000 deductible. "ALL RISK" is the broadest property coverage available. It covers any property loss except those excluded or limited. Some of these exclusions include flood, pollution, settling and cracking of foundation, wear and tear, and earth movement.

The building structure of your condominium is covered for the full replacement cost of your unit with no depreciation. We have also added an endorsement which covers any code changes required, should the building need to be re-built to current codes.

Included in the building insurance are unit owners' improvements, which would include paneling, cabinetry, ranges, light fixtures, wall-to-wall carpet, etc.

#### LIABILITY

The Association has \$1,000,000 liability coverage for claims that arise as the result of occurrences in the common area, or arise from the Association's conduct of business.

#### WHAT SHOULD UNIT OWNERS INSURE?

Your personal property (furniture, clothes, etc.) should be insured under a UNIT OWNERS policy. Liability coverage should also be included in the policy to protect you should a visitor have an accident in your home or in case you accidentally cause damage to the unit or building (i.e. leave pan on stove).

Article XII "Insurance" from the Declarations & Bylaws requires the Association to maintain FIRE AND EXTENDED COVERAGE INSURANCE (fire, windstorm, vandalism). The Association's policy with Farmers includes Sewer and Drain backup coverage (not part of Fire & Extended Coverage). The policy limit for Sewer and Drain is \$100,000. This amount may not cover replacement of carpet, drywall, painting, etc. Therefore, each unit owner needs to provide coverage in excess of the Association's limits for Sewer and Drain. See the following "Schedule of Insurance Responsibility" for further details. The preceding paragraphs provide a general summary of coverage and is not a statement of contract. All coverage is subject to exclusion and conditions of the policy. The present Association coverage is through Farmers Insurance. If you require further information or wish to contact the Association's Insurance agent contact Condo Administrators.

# TREETOPS AT BRANDON CONDOMINIUMS SCHEDULE OF INSURANCE RESPONSIBILITY

Per Article XII Insurance, Section A of the Declarations:

Association carries Fire & Extended Coverage Insurance that covers the following items in each unit:

- Bathroom & kitchen fixtures and cabinets
- All wall-to-wall carpeting
- All built-in appliances
- All other built-in or installed fixtures & equipment
- Interior walls, windows, doors & frames, jambs, sashes & hardware

#### **Other insurance the Association carries:**

- Sewer and Drain backup coverage limit is \$100,000
- Liability insurance covers Association, Board of Trustees, property manager
- Fidelity bond covers persons handling Association's funds
- Per Article XII Insurance, Section D Separate Unit Owners' Insurance

#### Each Unit Owner should cover the following:

- Personal property & furnishings within the unit
- Sewer & Drain backup coverage cover carpet, drywall, etc. in basement area
- Improvements & Betterments cover improvements to unit
- Liability insurance for events occurring within the unit

#### **RULES AND REGULATIONS**

#### PURPOSE

The purpose of the Rules and Regulations of Treetops Condominium Association is to provide an environment that enhances the quality of life and maintains property values within the community. The rules are established pursuant to and are an extension of the Association's Declarations and By-Laws. It is incumbent upon each unit owner and resident to know and observe these Rules and Regulations. The Associations Declarations and By-Laws (Article IX) states that the Board of Trustees has the authority to modify or change or add new Rules as conditions change to protect the overall good of the Association.

It is the responsibility of each owner and resident to help maintain the appearance of the condominium property and to aid in the enforcement of these rules. Any perceived violations of the rules should be reported to the Property Manager. The Property Manager may make an initial verbal contact. Repeated or persistent violations will generate a written warning, again from the Property Manager. Following a warning letter, the Board will impose an appropriate fine, as determined under the Declaration, By-laws, rules and regulations. The Board may take such other appropriate action as may be deemed necessary.

#### PETS

Please be courteous to your neighbors when considering pets. No more than two pets (ONE DOG) per unit are permitted. Pets may not exceed 50 pounds. Pet must be carried or restricted by a leash AND KEPT WITHIN 6 feet of a responsible person in the common or limited area. No pet may be tethered in the common area. Pets may not be left unattended in the common or limited common area. No animal pen/ fence or housing is permitted in the common or limited common area.

All pet owners are responsible for <u>immediately cleaning up after their pets</u>. This <u>includes the limited common area behind your unit</u>. The cost of repairing and damage done to Association property by a pet will be charged to the unit owner responsible for that pet. No animal may be a nuisance by barking, howling, or making loud noises so as to disturb your neighbors' rest or peaceful enjoyment of their home.

Pet owners may be assessed an enforcement charge for violation of these policies.

#### PARKING

**Parking in the fire lanes is not permitted. All Treetops streets are considered fire lanes.** Parking in front of garages is not permitted from dusk until dawn. Parked vehicles must never block access to another unit's garage or parking space. One reserved parking space is allotted to units with a one-car garage per the Declaration and By-laws. Unit Owners with a one car garage who have two (2) cars must park one car in their garage and the other vehicle in their outside reserved parking space. All other parking spaces are available on a "First-comefirst-serve" basis.

Owners and occupants of units which have a two-car garage and who own more than one vehicle must park a minimum of one vehicle in their garage. The only exception to this rule is if a unit owner or occupant has only one vehicle and it is an over-sized vehicle which does not fit in the garage.

#### **SPEED LIMIT**

The Treetops speed limit is posted on a sign near the main entrance, **please observe a speed of 10 MPH or less for the safety of everyone**. Owners and Occupant's vehicles observed exceeding the 10mph limit can be fined if the Board determines there is a safety issue. There are children living at Treetops who can be playing in the street. Please drive slowly.

#### FLAGS

Unit Owners may install a flagpole holder on the exterior of their unit, provided that the holder is affixed to the garage corner trim or front porch trim. Flagpoles may be no longer than five feet in length. Freestanding flagpoles are prohibited.

Unit owners may fly one, non-offensive flag on the flag pole pursuant to the paragraph above, including but not limited to the Unites States flag, sports team, holiday decoration, national flag, support flag, armed services flag. All flags must be no larger than 3 feet by 5 feet.

Flags must not be installed where they could obstruct a sidewalk.

Flags must be made of nylon, polyester or cotton material.

Unit owners displaying flags must comply with all other rules governing the display of the American flag, including:

- a. American flag etiquette requires the flag to be displayed only from sunrise to sunset, unless the flag is otherwise illuminated;
- b. The flag may not be displayed on days when the weather is inclement, except when an all weather flag is displayed;
- c. The flag should never touch anything beneath it, such as the ground or floor;
- d. If the flag should ever become torn, faded or in any way mutilated it must be replaced.

#### **EXTERIOR DECORATIONS**

Personal decorations at the front of a condominium are limited to the planting of flowers (see "Landscaping"). Each owner may place two flowerpots or planters at their front entrance. The items must be made from natural material (i.e. stone, wood) with dimensions no more than 2.5 sq. ft. Concrete and other ornamental decorations should be limited solely to the rear of your unit.

Holiday decorations, which are not permanent in nature, are permitted for legally recognized holidays. Such decorations should be put up and taken down in a reasonable period, not to exceed four weeks prior to the holiday and two weeks after the holiday.

#### WATER USAGE

Water & Sewer is included as part of your monthly condominium fee (about 20-25%). In order to minimize this expense, everyone is reminded to be conservative when it comes to usage. No excessive car washing or flower watering is allowed; please exercise good judgment as to what is "excessive". Watering of flowers and shrubs, directly adjacent to your unit is permitted; watering of lawn is not permitted. During times of water emergencies, Dublin and Columbus may limit usage.

#### **MOTOR VEHICLES**

Motorcycles, boats, trailers, motor homes, recreational vehicles (excluding vans), or commercial vehicles shall not be parked or stored on any portion of the common areas or limited common areas. <u>All vehicles parked in the common area must have a valid license plate and be operational</u>. No motor vehicles shall be repaired or disassembled on any portion of the common or limited common areas.

#### LANDSCAPING

Unit owners are encouraged to add flowers in the area immediately adjacent to their home, at unit owners' expense. Requests for any alteration to the present landscaping must first be submitted in writing to the Management Company. A drawing of the new plan, which identifies the type/name of the flowers to be planted, is required. The Management Company will then contact the Landscape Committee who will review and forward their recommendation to the Manager who in turn will confirm in writing to the unit owner.

#### **DECKS & PATIOS**

Requests for alterations, replacement or additions to decks or patios must first be submitted in writing to the Management Company.

For structural and dimensional guidelines, please contact the Management Company.

The Management Company will then contact the Building Committee and the Grounds Maintenance committee, which will review and forward their recommendation to the Manager, who in turn will confirm in writing to the unit owner.

Maintenance of the decks is the responsibility of the unit owner. Decks must be stained a color similar to the building siding. For specific guidance on brand and formula, contact the Property Manager.

The dimensional guidelines are that the decks, patios or combination of a deck and patio should not infringe on Treetops "common ground".

Replacement of existing deck and or patios should comply with this guideline. However, exceptions may be made to this guideline in the sole discretion of the Board or Directors, in consultation with the above named committees and the Property Manager.

The primary factors for consideration of an exception are the privacy of adjacent units, the degree of encroachment on common areas and zoning considerations. Due consideration will also be given to the size of the existing deck or patio.

If a building permit is required by the City of Dublin, the unit owner is responsible for obtaining the permit and all associated fees.

#### SIGNS

The Association will provide signs for information and control within the Condominium Property. No signs will be permitted to be placed by unit owners except for a "For Sale" sign, which may be placed on the <u>inside of the front</u> window or front door of the unit involved.

#### SATELLITE DISHES

Acceptable Satellite Dishes - One direct broadcast satellite ("DBS") and one multipoint distribution service ("MDS") one meter (approximately 39") in diameter or less, and one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dish(es)"), per Unit, are permitted. Additional dishes may not be installed unless the Unit Owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes must be no larger or installed any higher than is absolutely necessary for reception of an acceptable quality signal.

Location of Installation - All dishes must be installed entirely within the Unit Owner's Limited Common Element rear deck or patio area. Any installations that partially or fully obstruct or interfere with the entry or exit from a Unit are strictly prohibited for safety reasons Dishes must not attach to or encroach upon the Common Elements, which inludes any installation on any exterior door or window surface, or another Unit Owner's Limited Common Elements or Unit.

Installation of Satellite Dishes - All dishes must be installed as required first by these rules as well as in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and must not damage or impair the Common or Limited Common Elements.

All installations must take aesthetic considerations into account.

The installation of wiring must not impair the integrity of the building. There will be no penetrations of the Common Elements or Limited Common Elements for wiring unless it is necessary to receive acceptable quality signals. The following wiring alternatives must be used unless they would prevent acceptable quality signals or unreasonably increase the cost of installation: devices that permit transmission of telecommunication signals through (1) glass, or (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of exterior surfaces is necessary for wiring, then the

penetration must be sealed and waterproofed in accordance with applicable building codes and industry standards.

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

Maintenance - Dish owners are exclusively responsible for all maintenance costs, including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated with or appurtenant to the dishes, for the repair of all damage to any property (including, but not limited to, all common elements and limited common elements) caused by the installation, maintenance, or removal of dishes, and to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof) or removal of the dishes.

Unit Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit Owner's expense after 72 hours, or at any time, if the detachment threatens safety of persons or property.

Upon sale or other transfer of the Unit, dishes must be removed and the property restored to its original condition unless listed as a part of the sale of the Unit.

Masts - Mast height may not be higher than absolutely necessary to receive acceptable, quality signals. Masts extending above the highest, interior ceiling of a Unit, and thus beyond the height of the Unit Owner's Unit or Limited Common Element, are prohibited. Masts, or any part thereof, must not be attached to, be in contact with, or extend into the Common Elements.

#### DOORS

Unit owners are responsible for the maintenance, repair and replacement of all outside entry doors to their unit, including storm doors, garage doors and all other entry doors. All exterior doors must be kept in proper condition as determined by the Board of Directors.

The installation or replacement of any exterior door must match the existing door in style and color and must be approved by the Board of Directors prior to installation.

#### WINDOWS

Unit owners are responsible for the maintenance, repair and replacement of all unit windows, including skylights. All windows must be kept in proper condition as determined by the Board of Directors.

The installation or replacement of any window or skylight must match the existing window in style and color and must be approved by the Board of Directors prior to installation.

#### SALE OR LEASE OF UNIT

When you decide to sell your unit, either by Owner or through a Realtor, you need to transfer, not only your property, but also the responsibilities of membership in the Association. You do this by transferring this booklet, "General Information, <u>Rules and Regulations</u>". Please call the Management Company if you cannot locate the documents and they can supply copies for a small charge. If you sell, your buyer will become a member of the Association and be subject to the Covenants and By-Laws as you were when you bought your unit.

If you lease your unit (which shall be for a term not less than six months), your tenant must be made familiar with the Covenants and By-laws of the Association so that you are protected against your tenant's inadvertent violation of them through ignorance. The renter must abide by all the Rules and Regulations. You, not your tenant, are held responsible to the Association for your tenant's behavior. A copy of all lease agreements must be sent to the Management Company.

#### **CHARCOAL AND OPEN FLAME GRILLS**

Per site inspection with the Washington Township Fire Department the following guidelines have been established as part of the Treetops Rules and Regulations:

Charcoal grills and other open flame grills (propane and natural gas) shall not be operated within 10 feet of combustible material. Combustible material would include decks and building cedar siding.

Anyone using an open flame grill must purchase a minimum 5 lb. ABC fire extinguisher and have the extinguisher within easy access of the grill when in use.

#### GENERATORS

Because of fire and carbon monoxide dangers of portable generators to both the residents and their neighbors, portable generators are not allowed to be used in the Treetops at Brandon Condominium. Standby stationary generators are allowed with the following specifications: no larger than 22,000 KW and 70 decibels at 23 feet and placed in the limited common area or the unit's exclusive use area. The Board of Directors must approve any generator installation.

#### **Smoke Alarms**

All Units must have at least one working Smoke Alarm. For more complete protection it is recommended by the Treetop Board that there is one Smoke Alarm on each floor of the unit and one in the primary bedroom.

#### **ENFORCEMENT PROCEDURE**

Complaints - Complaints against anyone violating the Handbook must be submitted to the Management Company in writing or email. The complaint must contain the name; address, date, telephone number, and signature of the individual filing the complaint.

Responsibility for Guests/Tenants - The Unit Owner is responsible for any violation of the Declaration, Bylaws or Handbook by the Unit Owner, guests, or the occupants, including tenants, of his/her Unit.

Violations of Governing Documents - Notwithstanding anything contained in this Handbook, the Board will have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine.

Prior to the imposition of an enforcement assessment violation, the following procedure will be followed. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:

- 1. A description of the property damage or violation;
- 2. The amount of the proposed charge and/or enforcement assessment;
- 3. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
- 4. A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.

To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Management Company no later than the tenth day after the Unit Owner received the notice required in Item D-1 above.

Hearing Request - If a Unit Owner timely requests a hearing, at least seven days prior to the hearing, the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or the enforcement assessment will be immediately imposed.

Hearing - At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 days of the hearing.

The Association may file a lien for an enforcement assessment and/or damage charges, which remain unpaid for more than 10 days.

In addition to any other action and in accordance with the procedure outlined above, actual monetary damages and/or an enforcement assessment per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against a Unit Owner in violation.

- a) 1<sup>st</sup> violation \$50.
- b)  $2^{nd}$  violation \$100.
- c) 3<sup>rd</sup> violation \$150.

#### TREETOPS CONDOMINIUM ASSOCIATION MAINTENANCE RESPONSIBILITIES CHECK LIST

#### **Unit Owners' Responsibilities**

- 1. Decks and patios approved stains for decks are similar to building siding. Contact the Property Manager for specific brands and formulas.
- 2. Door, screen door, storm door, weather-stripping and locks
- 3. Heating, air conditioning systems, exhaust fan systems and dryer vents (repair and cleaning)
- 4. Care and replacement of shrubbery and plantings that were added by the owner with the approval of the Association
- 5. Pipes serving one unit water, water heater, sewer and gas
- 6. Property damage within a unit unless it was caused by an exterior factor (effective (6/1/02))
- 7. Walls interior maintenance
- 8. All windows frames, glass, screens and storm windows
- 9. Wiring electrical, telephone and TV cable servicing the interior
- 10. Fireplace including flue cleaning
- 11. Garage door, door opener and floor surface
- 12. Sump pump maintenance and replacement
- 13. All modifications, additions and replacements affecting the exterior of a unit are to have prior written approval by the Association
- 14. Lights front door, patio door, soffit by front walk, and landscape
- 15. Roof skylights including any damage to Association property (i.e. roof) due to leaking skylights
- 16. Radon mitigation system including any damage to Association property
- 17. In the attic area: dryer vents, exhaust fans, radon mitigation system, insulation, etc. serving one unit
- 18. Maintain at least one (1) working Smoke Alarm in the unit.

#### Association's Responsibilities

- 1. Pipes serving a four unit building water, gas and sewer
- 2. Property damage outside of the unit unless it was caused by the unit owner's negligence
- 3. Wiring electrical, telephone and TV cable servicing the exterior
- 4. Chimney the exterior siding, the exposed flue and the flashing
- 5. Foundation walls and footing drains
- 6. Garage structural maintenance (including floor), siding, trim, painting door
- 7. Painting exterior, including the front door
- 8. Road, parking areas, and pavement repair
- 9. Roofs shingles, flashing, gutters and downspouts
- 10. Snow and ice removal from roads, driveways, walks and stoops
- 11. Concrete repair of sidewalks and front stoop
- 12. Walls exterior structural maintenance
- 13. Extermination for infestation of termites/carpenter ants and removal of animals (excluding mice) from attics
- 14. Common area landscaping
- 15. Fire hydrant cleaning
- 16. Lights exterior garage light and main entrance lights

#### **DUES AND ASSESSMENTS**

#### **DUES AND ASSESSMENTS**

Association dues are payable to Treetops on the first of each month in advance. Dues should be sent to the Management Company. The Board encourages owners to pay their dues by a direct charge to their bank account. Please call the Management Company to obtain the appropriate authorization form.

The Board of Trustees, based upon the annual budget, shall determine the monthly dues. It shall include the common operating expenses such as landscaping, building repairs, roadway and snow removal. In addition, the Board may stipulate a contribution from monthly dues to a reserve account for capital improvements such as described earlier under "Reserves". Special assessments may be levied by the Board to cover expenses not included on the annual budget and for which the Board does not wish to use the reserve account or for which there are insufficient funds in the reserve account. Please refer to the By-Laws for additional information.

#### **DELINQUENT POLICY**

<u>Upon ten (10) days delinquency, a delinquency notice will be sent to the unit</u> <u>owner by the Management Company and the unit owner's account will be</u> <u>charged a \$20.00 late fee.</u>

Upon sixty (60) days delinquency, a "pre-lien" letter will be sent to the unit owner warning that a lien will be filed against the property. If a lien is filed a \$50.00 handling fee will be charged to that account. The Association's expenditure will be recouped when the unit owner brings the account current, which shall include any and all legal fees.

Should the Board of Trustees determine to pursue a foreclosure, the Association's attorney will send a Notice of Intent to Foreclose to the unit owner.

Any check returned for non-sufficient funds will be:

- 1. Charged back to the unit owner's account
- 2. A \$25.00 handling fee will be charged to that account
- 3. Checks will be held until a replacement check has been cleared for payment

### TREEETOPS AT BRANDON OCCUPANCY QUESTIONNAIRE

New unit owners are required to fil	<u>l out this form/contract. It</u>	should be return	ed within 15 days of
occupying their unit to: Condomi	<u>nium Administrators, 8450</u>	<b>Outlook Point</b>	<u>Dr., Columbus, OH</u>
<u>43235:</u>			
Name			
Address		· · · · · · · · · · · · · · · · · · ·	
Email:			
HOME TELEPHONE #:			
WORK TELEPHONE#:			
CELL #:			
MAILING ADDRESS FO ADDRESS:	OR OWNER IF D	DIFFERENT	THAN UNIT
IS THE PROPERTY BEING	OCCUPANTS:		(no)
HOME TELEPHONE #: WORK TELEPHONE#:			
IN CASE OF AN EMERGE	NCY PLEASE CON	ГАСТ:	
Name	Relationship		Phone #
The unit owner has read the Treetop Treetops at Brandon rules and Bylav leases the above unit, the unit owner Brandon rules and By-laws.	vs while residing at the abover is responsible for the ten	ve listed address. ants' compliance	If the owner rents or with the Treetops at
Unit owner name (Print)	Unit ov	vner signatur	

Date \_\_\_\_\_