

# CHIPPEWILL CONDOMINIUM UNIT OWNERS ASSOCIATION

## HANDBOOK

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Edited and Adopted by:  
2017 Chippewill Board of Directors

It is the Chippewill Board of Directors' pleasure to share with you, as our Association members, this edition of the Unit Owners Handbook. Please take the time to familiarize yourself with the contents of this handbook and provide a copy of this and the Amended Declarations and By-Laws to prospective buyers, and any real estate agent selling your property.

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## **CONDOMINIUM OWNERSHIP**

As an owner of a Chippewill Condominium you automatically become a member of the Chippewill Condominium Unit Owner's Association. The Association is incorporated as "a not for profit" corporation under the Ohio Nonprofit Corporation Law.

The instruments by and through which the Chippewill Condominium Unit Owners' Association fulfills its Articles of Incorporation are (1) the Amended Declaration of Condominium Ownership, (2) the Amended Bylaws of the Association, (both of which are filed and recorded with the Franklin County Recorder and available on the association website at [www.littleturtle.com](http://www.littleturtle.com)), (3) this Handbook and any subsequent rules as approved by the Board of Directors. All of these documents are published and available to unit owners, and by acquisition of an ownership Interest in a unit, each member of the Association is in effect contractually bound by the covenants and provisions of these documents.

These documents described above provide the guidelines associated with condominium ownership. You not only own your own condominium but also share ownership along with your neighbors in the entire condominium property. This shared ownership creates certain responsibilities on your part toward the common areas and limited common areas (terms that you will become familiar with and that are not normally associated with ownership of a single family home). Also you will find that certain courtesies and rights are imperative in the daily contact you will have with your neighbors.

At an Annual Meeting held in May of each year, owners vote to elect a Board of Directors. The Board manages the financial affairs and operations of the Association. Pursuant to the Amended Bylaws of the Association, Article IV, Section 4, entitled Rules and Regulations, the Board of Directors may adopt reasonable rules and amend the same as the members of the Board deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety, and general welfare of the unit owners and occupants. A Property Manager (see Appendix B) assists the Board in fulfilling its responsibilities.

Notice is given to all unit owners in advance of the Annual Meeting and any special meetings which may be held when required by the Board. If a unit owner is unable to attend the Annual Meeting, the owner may cast a vote by proxy should a vote be necessary. Proxy forms are prepared and mailed to each owner prior to the meeting.

In the event there should be an inadvertent discrepancy between what is expressed in this Handbook with any provisions of the Amended Declaration or of the Amended Bylaws, the provisions of the Amended Declaration and of the Amended Bylaws shall govern

## **CONDOMINIUM OWNERSHIP- continued**

Please take every opportunity to participate in the affairs of our community. It is made up of people who share a wide range of talents, interests and lifestyles. Interaction between our members provides opportunities for friendship and neighborliness. Because of the variety and closeness inherent in condominium living, your cooperation in the management of our community is very important to all of us. Although there are many similarities between single family home and condominium unit ownership, this handbook will help summarize the differences and define key points and enforceable rules and regulations.

## **GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY**

The Chippewill Condominium property is located in the City of Columbus and consists of 35 residential structures situated on approximately 30 acres. The property comprises in total, 250 individual units with the swimming pool, a maintenance garage, the freestanding building housing the pool facilities, and the lanes (please note that Blue Jacket is a dedicated street and thus the City of Columbus is responsible for maintenance), plus property improvements such as lighting, drainage, landscaping, trees, parking areas, paving, etc.

Ownership consists of only two types: units (individually owned, single, freehold estates) and common areas (owned in common by each unit owner according to the percentage of ownership as set forth in the Amended Declaration and Amended Bylaws).

The property is actually divided into three distinct, though not necessarily separate, elements of responsibility as relates to management, maintenance, and repair obligations: units, common areas, and limited common areas. Association and unit owner obligations with respect to these three areas are explained in more detail within the Amended Bylaws.

## **DEFINITIONS**

**INDIVIDUAL UNITS** - Each unit constitutes a single freehold estate and consists of all the space bounded by the undecorated interior surfaces of the perimeter walls, and the basement. This includes the plumbing and electrical systems within the walls.

**COMMON AREAS** - Common areas and facilities shall consist of all parts of the property except the units. The preservation of these areas is dependent on the cooperation of each unit owner and/or resident. Any damage to the common areas caused by a unit owner, child, guest or renter of a unit owner, will be repaired at the expense of that unit owner.

**LIMITED COMMON AREAS** - Limited Common areas are those areas exclusively serving a unit (such as balconies, patios, decks and garages). Although these areas are for the private use of individual residents, they are subject to the rules and regulations of the Association.

## **MANAGEMENT AND OPERATIONS**

The Board of Directors oversees and directs maintenance issues, community and financial affairs, engaging legal, accounting, and other professional counsel as necessary to assist in the conduct of association business. Daily operations are currently managed through a third party property management association (see Appendix B) and the on-site Maintenance Manager.

Unit owners are discouraged from engaging in policy dialogue regarding maintenance, repair or grounds care with any of the service providers under contract with the Association. All matters regarding maintenance should be directed to the Management Company (see Appendix B).

## **FINANCES OF THE ASSOCIATION**

Financial planning and budgeting by the Board involves estimating annual operating expenses that include building repairs and maintenance, landscape service, common area and swimming pool maintenance, insurance and any other short term expenses that are deemed necessary for that fiscal year.

In addition to annual operating expenses, the Board determines annual reserve fees that are set aside for the purpose of capital improvements such as road repairs, roof replacement and building rehabilitation. The board may levy special assessments that exceed reserves for this purpose. Please refer to the Amended Bylaws Section 9, Paragraph ii(a) and the Ohio revised Code 5311.081(A)(1) for more information. These documents are available at the website [www.littleturtle.com](http://www.littleturtle.com).

## **MONTHLY FEES**

In November of each year the Board establishes a budget for the projected expenses of the coming year and an amount to be added to the capital reserve fund. The estimated total expenses for the year are then assessed to each unit owner in proportion to his percentage of ownership. In December, each unit owner is sent a copy of the Board approved budget and is advised as to the amount of the assessment for the next year which is payable in 12 equal monthly installments. The unit owner's monthly fee, including any additional assessment, is due and payable to the Association on the first day of each month. Payments are considered late if not received by the 10<sup>th</sup> of the month. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balances. To avoid late fees it is extremely important that each owner remit his/her payment promptly. See Appendix A on page 16 for a list of items covered by the monthly fees.

To have your monthly fee automatically deducted from your bank account, contact the Management Company (see Appendix B) for an ACH Authorization form to have the payment withdrawn from your account on the 5<sup>th</sup> of each month. Or you can mail a check to The Case Bowen Company, P.O. Box 513627, Los Angeles CA 90051-3627 made payable to the Chippewill Condominium Unit Owners' Association.

## **DELINQUENCIES**

Unfortunately some unit owners do not pay their monthly fees on time or at all. The financial burden of unpaid fees then falls upon those responsible owners who do fulfill their obligations to support the Association's needs. Therefore the following Chippewill Collection Policy was approved by the Board of Directors on May 19, 2009 and remains in force:

Any payments including late fees made shall be applied in the following order:

1. Interest and/or administrative fees owed to the Association.
2. Collection costs and attorney's fees incurred by the Association.
3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and/or foreclosure to be filed against the unit.
5. Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
6. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the association may, but shall not be obligated to, undertake such performance or cure for such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performance or cure incurred by the association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

## **INDIVIDUAL UNIT GUIDELINES**

We all have a common investment and wish to see Chippewill be a happy and rewarding experience for every resident. This can be accomplished only if the following guidelines are strictly observed by each resident:

No sign of any kind is allowed for public display except that a single sign advertising a unit for sale, lease or rent is permitted on the interior side of a window of the unit.

Flags should be displayed under proper protocol.

Nothing should be done in any unit which may impair the structural integrity of the building.

Minor routine maintenance of automobiles and motorcycles is permitted in garages, but garages are restricted from being used as a facility for the repair, overhaul and/or painting of cars, trucks, motorcycles and boats.

No engine oil or any other polluting substance is allowed to be dumped in any storm sewer on the property. All storm sewers drain into the ravines and ponds located throughout the property.

## **INDIVIDUAL UNIT GUIDELINES - continued**

Individual unit owner garage sales are strictly prohibited. During the spring each year (usually in May) the Association is part of a community-wide Little Turtle annual garage sale, and residents are encouraged to participate at that time.

Do not stack firewood against units, garages, fences or on decks. Place firewood in a log-holding device which provides support and allows air circulation to siding, fence and deck wood.

Do not install indoor/outdoor carpet on decks. Indoor/outdoor carpet laid wall to wall on decks is strongly discouraged as this retains moisture and causes potential damage to the deck boards which are unit owner responsibility for replacement.

Do not add top-soil in enclosed patio areas above the bottom fence line. Patio fences are not designed to withstand the pressure of dirt against fence boards.

Fireplaces were designed for burning natural wood logs only. Do not burn store-bought pressed logs which burn too hot. Do not overload the firebox. To prevent chimney fires periodic flue inspections and cleaning by a professional chimney sweep are unit owner responsibility.

Barbecue grills (propane or charcoal) should not be used on wooden decks. When in use, they must be kept away (6-8 feet) from all wooden walls and fences.

Report immediately all incidents of forced entry, theft, vandalism, etc. to the Columbus Police.

## **MAINTENANCE RESPONSIBILITIES**

Sometimes a problem with a device in your unit could also mean a problem in a connecting unit. We added this section to help with basic maintenance items that a resident might not be familiar with. Always consult your item manual for the manufacturer's suggested maintenance tips and troubleshooting tips, especially if you were not the original purchaser of the item or appliance.

Unit owners are responsible for the interior repairs of their unit. Owners are permitted the exclusive use, and are responsible for repairs of limited common property in accordance with the Amended Bylaws. All unit owners have an investment in the Chippewill property that can only be safeguarded if each and every owner will take the time and interest in caring for his/her surrounding areas.

If an owner/resident finds an area that needs repair and it is the responsibility of the Association (see Appendix A) they should contact the Management Company listed in Appendix B by phone or email and ask for a work order to be prepared. Work orders are completed in order of importance. This includes roof repairs and maintenance of the buildings, exteriors and fences.

## **MAINTENANCE RESPONSIBILITIES - continued**

The Association is responsible for repairs to the chimney chase if you have a fireplace. This includes the chase cover but not the flue cap and collar which is the owner's responsibility.

The Association has installed aluminum garage doors and will paint them as necessary. It will also repair any damage caused by an Association employee or contractor but it is the owner's responsibility to maintain the garage door and the mechanical operation of the door.

It is to every unit owner's benefit that the Association makes timely and reasonable repairs to the common property. The Association's ability to do so, however, is dependent upon its finances. For this reason it is not unreasonable to expect that certain repairs will require financial planning, through the Association's operating budget, before these repairs can be made. For example, structural repairs to buildings are usually budgeted on a priority basis. Structural repairs include repairs to foundations, basement floors, and patio/balcony decks

## **FIRE ALARM SYSTEM**

All Chippewill Condominium units are equipped with a comprehensive fire detection system consisting of smoke detectors: one in each bedroom, one on the main floor and one in the basement. In addition a heat sensor is placed in the attic. Each individual unit has a control panel that is usually mounted in the kitchen or near the front door. This system is wireless and monitored by an alarm company (see Appendix B). In the event that one of the sensors is activated by smoke or heat, an alarm will sound and the unit owner will be contacted immediately by the monitoring company. For this reason every home owner must provide the monitoring company with at least one contact phone number and a password. This system is active only in individual units and is not active throughout the building as was the previous system. New owners should contact the monitoring company to set up their system.

If the unit owner cannot be contacted to determine the cause of any alarm, or the unit owner confirms that there is a fire, the Fire Department will be called. Of course if a fire is discovered in the unit the resident should call the Fire Department or 911 immediately. This alarm system brings with it a high level of personal and collective security along with some very important resident responsibilities. Resident-activated false alarms cause unnecessary concern and inconvenience to neighbors. They also cause needless runs by the Fire Department. The association can be fined for excessive false alarms and this expense will be passed on to any resident causing a false alarm.

Biennial alarm inspections and testing are done in order to ensure that the alarm system is operating according to its design specifications. Residents will be notified in advance of their scheduled inspection day. The Association and/or its bonded representatives must have access to each unit on inspection day. Any resident that fails to provide the Association and/or its bonded representatives access to his/her unit on the scheduled inspection day is liable for any fees that the Association may incur in gaining access to or for rescheduling the inspection of the resident's unit. These fees typically run in excess of \$100.00.



## **TRASH & RECYCLING**

The City of Columbus Sanitation Department picks up trash and garbage that has been placed outside in the green containers provided by the city. Garbage collection is weekly with collection moving forward one day after each holiday. Collection days (and their changes) are published online and in the Association Newsletter. The Chippewill Condominium collection color is GRAY. You may call the Columbus Sanitation Department at 614 645 GRAY to determine your collection day. You may also call this number to arrange for a special pick up of large items (free bulk pickup) or to have a damaged container replaced at no charge

Recycle Materials are placed in the blue containers which are collected every other week, usually on a Friday except for a holiday week. Then the collection day will move to Saturday.

Yard waste (leaves, sticks, dead plants, etc.) should be contained in large paper bags obtained at many local stores. The bags can be placed outside on the same day as the recycle bins.

Containers should not be placed outside until the evening before collection day. Do not leave trash and recycle containers out after they are emptied. Store them in the garage within 24 hours of pick up. Containers are not to be left outside on a permanent basis.

## **INSURANCE**

The Association provides casualty and liability insurance for the common property, i.e., buildings and grounds. For any damage to the condominium buildings such as a fire, the resident should contact the management company to determine what is covered by the master policy. Any damage caused to the common areas will be repaired by the Association. But any concurrent damage to the personal property of residents is the responsibility of the resident.

Residents are obligated to insure themselves and their possessions against personal liability for loss or damage. In addition, each resident should insure any additions and improvements to his/her units. Limited common property, wall coverings, carpeting or special floor coverings, as well as appliances, should be insured by the unit owner. Each unit, when constructed, was left with an unfinished basement. Therefore, any improvements to the basement areas such as paneling, drywall, ceiling material, and lighting fixtures should be insured by the unit owner

The standard homeowner policy for a condominium is an HO5 policy. Please review this policy with your insurance agent to make sure that it includes any additions and modifications that you or any previous owners have made. Questions regarding the type and amount of insurance provided by the Association should be directed to the Board or the Management Company.

## **UTILITIES**

Water, sewer and electricity services are the financial responsibility of each unit owner and payable directly to the third party provider. Generally the pipes, wiring, meters, and service apparatus that supply water and electricity to each individual unit are limited common property and the responsibility of each unit owner.

## **WATER & SEWAGE**

Each building has a main water line running the length of the building. The water line that supplies each individual unit is connected or "Tee-d" to this building main. The cold water supply line for your unit enters the building through the foundation wall and is located either under the basement stairwell, or in the laundry room. A meter has been installed at this point which measures the amount of water used in your unit each month. This usage is transmitted wirelessly to a central location. For this water usage you will receive a monthly bill from Spectrum Utilities and it is your responsibility to pay this bill promptly. Unpaid water bills are considered to be delinquent and will be added to your monthly condominium fee.

A water shutoff valve for your unit is located at the point where this line passes through the foundation wall. The shutoff valve is located just below the water meter. It is recommended that this water line be shut off during any extended periods of absence in the wintertime. Any heat failure could cause water pipes to freeze and burst. Before the water is shut off from the main shutoff valve, the hot water tank should be turned to low.

Each unit owner is responsible for any blockage of sewer lines which affects his/her unit only, regardless of where that blockage is located. Any sewer blockage which affects two or more units is the responsibility of the Association.

## **OUTDOOR WATER FAUCETS**

Most units, excluding second floor Flat units, are equipped with one perma-frost outdoor water spigot in the kitchen patio area or near the front door. Before the first frost each year, the unit owner should winterize the outdoor spigots by turning off the inside valve which is usually found in the basement. Then open the outside faucet, and let all the water drain out. It is important to leave the outside valve "on" while draining the supply pipe in order to break any vacuum air-lock that may prevent the pipe from draining properly. It is also best to leave the outside faucet "on" in the unlikely event of a line break. This procedure can be reversed in the spring when all danger of frost is past so the outdoor spigot can be used again.

Unit owners need Board of Directors approval prior to having additional outdoor spigots installed. Installation must be performed by a licensed plumber, and any future maintenance or repairs to these spigots will be paid for by the unit owner.

## **ELECTRICITY**

Each building has one or more electrical service fireboxes housing the electrical meter and an shutoff breaker for each unit in that building. The electrical meter firebox, but not its contents, is the responsibility of the Association. The electrical meter is the responsibility of the electric company. The wiring and breaker running from each electric meter to each unit's electrical fuse or breaker box is limited common property and the responsibility of each individual unit owner.

## **COMMON AREA LIGHTING**

The common area lighting consists of street lights, parking courtyard lighting, and sidewalk lighting (mounted on the garages). Any repair of these fixtures should be directed to the Association's Management Company. At no time should any Common Area lighting be disconnected from its electrical source, either by physical disconnection or electrical shutoff.

## **EXTERIOR UNIT LIGHTING FIXTURES**

Each unit has four or five outdoor limited common property light fixtures: the front porch, enclosed kitchen patio or deck, walkout basement patio (where applicable), balcony and garage. These fixtures are the responsibility of unit owners to maintain. Owners however, cannot replace these light fixtures without Board approval.

## **OWNER INSTALLED OUTDOOR LIGHTS AND LANDSCAPING**

Unit owners are encouraged to plant shrubs and flowers in and around their limited common areas. Owners should check with the Board before planting trees as long roots can be harmful to building foundations. Plantings in areas that may be construed as common areas are also encouraged but should be reviewed by the Board. If there is any question as to whether an area is limited common or common property, please consult the Board or the Maintenance Manager for approval. Unit owners may also install landscape lighting. However, in order to ensure the aesthetic integrity of our property, landscape lighting should be reviewed by the Board.

## **BASEMENT DRAINAGE AND SAFETY**

### **SUMP PUMPS**

As constructed, all units have a network of underground drains located beneath the basement floor. This network of drain pipes and the weep holes in the foundation blocks that feed these drain pipes is called the weep system. The weep system helps relieve water buildup beneath the basement floor and relieves water pressure from against the foundation walls. At the first sign of a wet or damp basement, the Association's Management Company should be called.

In addition to the weep system, all units with below grade basements (units not located on the ravine) are equipped with a sump pump. The pump helps the weep system operate efficiently in heavy rains by discharging at a rapid rate the water collected in the weep drains to an outside drain line or pit. Sump pumps that do not operate properly allow water and silt to collect in the weep drains. Over time the weep system may become clogged. Wet basements may be the result of a clogged weep system, and it is very expensive to unblock a clogged weep system. For this reason, unit owners are required to keep their sump pumps in proper working order.

Periodic inspection of the sump pump is necessary ensure that it is working. While weep systems are common property (the responsibility of the Association), weep system repair to units caused by an inoperable sump pump is the responsibility of that unit's owner.

## **BASEMENT DRAINAGE AND SAFETY - continued**

### **FLOOR DRAINS**

Townhouse units with basements are equipped according to code with a laundry room floor drain. Residents are advised to keep this floor drain unobstructed from tile, linoleum, carpet, or other floor coverings. In the event of a water leak, burst pipe or hose, or cracked hot water heater, the laundry room floor drain must be able to drain the basement area.

### **LAUNDRY AREA DRYER VENTS**

Clothes dryers must be vented to the outside of the building and installed according to the manufacturer's instructions. Only use materials sold for this purpose. It is important to check periodically for lint build up and to clean the lint trap on the dryer after each load. Lint build up at worst can cause a dryer fire, at the least causes longer operating dryer time. This is not only expensive in added electricity use, but environmentally unfriendly.

### **PET GUIDELINES**

The **unattended** use of the common areas by pets is not permitted. Dogs and cats are not allowed free access to the common areas and are to be leashed at all times or restrained within each unit owner's limited common property. **No exceptions**. Unit owners may not chain or rope their pets to any type of restraint device, either permanently or temporarily attached to the condominium property, for the purpose of unattended use.

Unit owners are responsible for removing the excrement of their dogs from the condominium property. Throughout the property the association has provided pet waste stations with bags and containers for the disposal of pet waste. Please use these facilities for their intended purpose.

Any common area property damage caused by pets is the responsibility of their owners and assessments will be levied for the repairs or removal of pet waste.

Unit owners are not allowed to walk their dogs in any part of the recreational area encompassing the swimming pool. Pets are not permitted inside the pool compound.

# **ARCHITECTURAL GUIDELINES**

## **INTERIOR IMPROVEMENTS**

Owners are free to modify or improve the interior furnishings of their units. However, any modifications or alterations to the structure or structural components of the interior walls, such as moving or relocating wall partitions, or cutting holes in roofs or perimeter walls must be approved by the Board of Directors.

## **MODIFICATIONS ALLOWED WITHOUT BOARD APPROVAL**

Free-standing and hanging potted "live" plants are encouraged (no plastic plants please!) along with planting of annual and perennial flowers in any existing bed. Cooperation with neighbors is encouraged. Please note that any creation of new beds requires Board approval. Natural wood (cedar or redwood) planter boxes on deck rails are approved. Caution should be taken to ensure that no damage is done to the unit or rail, as the unit owner is responsible for repairing any damages. Birdhouses on poles, attached to units, or hung in trees - natural materials only, please! Don't nail directly into trees.

Front doors to units (doors only, not the frame) may be painted black or dark brown in color. Storm doors have been approved by the Board. They must be black, bronze tone or dark brown in color, and they must be attached to the existing door frame.

## **MODIFICATIONS PERMITTED WITH BOARD APPROVAL**

### **EXTERIOR MODIFICATIONS**

All exterior modifications must be in keeping with the character of the community and must be approved before any such work is begun. This includes the installation of satellite dishes, for which the resident must submit a "REQUEST FOR APPROVAL TO INSTALL." For any other exterior modification to be considered by the Board of Directors, the homeowner must complete an "ARCHITECTURAL CHANGE REQUEST" form and submit it to the Board, along with appropriate, supporting materials. This form can be found on the website or obtained from the management company. The homeowner is responsible for the maintenance of all exterior modifications. Unapproved modifications may result in removal or an enforcement assessment.

### **DECKS AND PATIOS**

Any plans for deck additions or alterations must be reviewed by the Board for architectural approval. There are no exceptions. Because decks are built on "limited common" property, strict construction methods, with quality materials, are enforced. Detailed drawings of the proposed deck, to be constructed by a licensed contractor, should be submitted with the architectural review request. Upon approval, proper permitting by the City of Columbus will be required. Note that there is an approved stain that should be professionally applied and routinely maintained. Unit owners are responsible for maintaining all past, current & future modifications.

## **DECKS AND PATIOS - continued**

Each unit has an enclosed deck or patio off the kitchen area. The patio areas were originally constructed with a concrete pad which may be modified or replaced with different construction materials (brick, for example). However, because proper drainage away from the unit must be maintained, all modifications must be submitted in writing with detailed drawings to the Board for review and subsequent approval. No construction can commence without this approval.

## **WINDOW & PATIO GLASS DOOR REPLACEMENT**

The replacement of window and patio sliding glass doors (including frames) is allowed and the homeowner is financially responsible. The replacements must be of an approved type. Before any replacement can be done, the type and manufacture of the replacement window or sliding glass door must be approved by the Board of Directors. Any unauthorized replacements will be corrected at the unit owner's expense. The glass (but not the frame) in fogged windows or doors with broken seals can be replaced without approval.

If sliding glass doors are pinned between the top and lower tracks, the Management Company should be contacted in order to inspect for structural defects.

## **MODIFICATIONS NOT PERMITTED**

Wood burning stoves are not permitted under any circumstances. They cannot be installed in any unit without compromising the existing chimney flue, stacks and chimney chase.

Plans for fireplace alterations or modifications must be submitted in writing with detailed drawings to the Board. Any alterations or modifications to the existing fireplace construction without the Board approval will be removed by the Association at the unit owner's expense.

Outdoor fire pits are governed by the Ohio Revised Code and not permitted at Chippewill Condominiums.

Awnings, canopies, shutters, or any other ornament or device attached to the buildings are not permitted in the limited common areas without Board approval.

**Hot tub installations are not permitted.**

## **NEIGHBOR DISPUTES**

Residents in disputes involving common property (e.g., parking) should first try to resolve the issue themselves. If a dispute involves limited common property (e.g., private walkways) neighbors must resolve the matter by discussing it with each other. The Board will not arbitrate such disputes or assume any involvement or responsibility unless Condominium rules are in question. Residents must also resolve disputes over loud music; barking dogs; toys, skateboards, or bicycles left in and around limited common property; or any behavioral issue that allegedly interferes with a resident's quiet enjoyment of the premises. If the complaint is sufficiently serious, the offended party should contact the Columbus Police.

## **NEIGHBOR DISPUTES – continued**

The Association cannot control the daily activities of your neighbors, nor can the Association create harmonious, neighborly relations. Residents must know their responsibility for the limited common areas that service their respective dwelling units. For this reason, unit owners must be aware of their liabilities for injuries' arising from actions of residents, family members, occupants of their unit(s) and their guests. Residents and unit owners should consult insurance and other professional counsel.

## **PARKING**

The close proximity of neighbors and the sharing of some facilities demand the constant practice of the "Golden Rule" by all residents, necessary for compatible and happy condominium living. Although this applies to the observance of all condominium rules, it especially relates, on a daily basis, to parking.

Parking in Chippewill is severely limited, because of lack of space and the narrowness of our streets and lanes. Many residents have more than one vehicle. The original condominium regulations allowed each resident two parking spaces. The main space is in the resident's assigned garage. The second, assigned, parking space is designated on a parking map. This space could be behind the resident's garage or in another, nearby area.

Some residents use their garage for storage of furniture and other items. In this case, they are giving up their main, designated parking space and can only use one, other assigned space. If they have a second vehicle, it must be parked on Blue Jacket, or the resident could rent a storage space, for what they are keeping in their garage. Also owners of a third or fourth vehicle must park them on Blue Jacket

Parking spots that are not assigned to residents are marked as guest parking spots and **may not** be used by residents. Resident cars parked in guest spots may be towed. Residents are responsible for their guests, who should park on Blue Jacket, if no guest spots are available. It is important to have parking spots available for service people, as well as visitors to Chippewill.

Please note that parking on Chippewill property is only permitted for passenger vehicles. Trucks, boats, boat trailers, commercial vehicles and RVs must be parked on Blue Jacket.

A resident who parks in any way that blocks another resident from his/her assigned parking space or access to his/her unit will be in violation of the parking rules and subject to towing at owner's expense. Residents who have questions about parking rules or assigned spaces can ask the Board or the Management Company for clarification.

Vehicles parked on Chippewill property without license plates and/or expired plates will be towed.

Please obey speed limits at all times: 35 m.p.h., on Little Turtle Way; 25 m.p.h., on Blue Jacket Road, and 10 m.p.h., on all Chippewill Lanes. Remember, **NO PARKING** on service lanes or fire lanes where signs are posted. Towing will be enforced.

(Revised 07/24/2017)

## **POOL ACCESS RULES**

The Chippewill swimming pool is located in the Activity Center area on Smoketalk Lane. The swimming season begins on the Saturday of Memorial Day weekend and runs through Labor Day, weather and pool conditions permitting. Any **CURRENT DUES-PAID, NON-DELINQUENT RESIDENT** and resident family member may use the swimming pool. Anyone using the pool must abide by the rules and regulations stated below. Pool rules violations are subject to suspension of all pool privileges for the swimming season.

The pool will be open daily, weather permitting at hours determined annually by the Board of Directors. Pool attendance is "Swim at your own risk." Please note that the pool will be closed if the air temperature drops below 68 degrees and during lightning and thunder storms.

Parking will be in guest spots only, not in the resident's reserved spots.

## **POOL PASS CARDS**

Programmed pool pass cards are required for entry into the pool area. A pass card provides entry for the resident and any family members who reside in the unit. Guests are permitted but there is a limit of four (4) guests per unit and they must be accompanied by an adult resident or authorized user in the case of a tenant. Please note that each unit is provided only one (1) pool pass card.

Pass cards are reactivated for each swimming season assuming the Unit Owner is in **non-delinquent** status. New owners should email the property manager and request pool registration paperwork. Should you have lost or misplaced your pool pass from a prior year, a replacement pass will be re-issued for \$25, payable by cash or check.

If you are a **non-delinquent offsite** owner with a tenant, pool privileges are assumed to be relinquished to the tenant unless the Board is notified otherwise in writing. It is important to note also that the **owner** must register new tenants in order to secure the pass. Out of state owners with tenants should contact the property manager to register.

Please note that if you or your tenant has an **unpaid delinquency** (e.g. monthly operating/capital fees, Spectrum water bill, fines, late fees, etc.), your pool pass will not be reactivated until such arrears are brought current. If offsite unit owners are in **delinquency** status the pool privileges will be suspended for their tenants. Note also that a tenant **CANNOT** apply for a pool pass on behalf of the non-resident owner. Should such tenant attempt to apply for a pool pass, they will be instructed to contact their landlord.

Proper use of the pool pass will be strongly enforced. During the pool season, anyone knowingly assisting un-authorized entrants to the pool area will be penalized to the extent of losing pool privileges. .



## **POOL RULES AND GUIDELINES**

Common sense is the best guide when a question arises concerning the operation of the pool. At times diplomacy is needed to balance the desires of the adults and still provide a safe environment for small children. With this in mind, we ask that all residents and guests conduct themselves in a courteous manner. **ANY AGRESSIVE BEHAVIOR, PROFANE OR FOUL LANGUAGE WILL NOT BE PERMITTED**, and anyone not adhering to this rule will be escorted from the pool.

Activities such as water volley ball or water polo are prohibited at all times. Play equipment such as rafts and inner tubes are allowed but are to be used with discretion and courtesy to others.

**THE POOL CANNOT BE USED FOR A DAYCARE FACILITY.** Residents under the age of **twelve (12)** must be accompanied by an adult at all times. An adult is defined as age 18 or older. The adult must remain inside the pool compound with the child. **NO DROP OFFS.** If the adult leaves the pool compound at any time, the child under the age of **12** must also leave.

Food is allowed in the pool area but must be consumed at a table or chair. Drinks are allowed **only** in plastic or metal containers. **ABSOLUTELY NO GLASS CONTAINERS ARE PERMITTED** in the pool area! Any broken glass that enters the pool will cause it to be drained and the pool will be out of commission for several days or maybe weeks.

The barbecue grill can be used free of charge by any resident at any time, however, it must be utilized in the designated area and is **NOT** to be removed from the pool compound. It must be cleaned after each use.

Suntan Lotion must be removed prior to swimming. Incontinent individuals and children must wear swim diapers. No bicycles are to be left unattended in or around the pool area.

In order not to annoy others with the personal tastes and volume levels of music, we ask that no personal radios be played in the pool area unless private headphones are used.

### **POOL RENTAL FOR PRIVATE PARTIES**

Any resident age 21 or older may rent the pool on any evening, from 9 p.m. to 12 a.m. for a private party. The total rental for the pool is \$150. The pool is reserved on a first come, first served basis. A rental agreement must be signed and a deposit of \$50.00 paid at least 10 days prior to the rental day. A pool attendant or life guard is required for all pool parties. **There are no exceptions!** Anyone renting the pool is responsible for cleaning up afterwards. The cost is a \$100.00 non-refundable fee of which \$50.00 shall be paid to the pool attendant at the start of the party by the person renting the pool. The original \$50.00 deposit is refundable if the area is left clean and there are no damages resulting from the use of the pool. The kitchen area is available for use with the rental. Cleanup and removal of all food and party supplies is mandatory by midnight of the rental date.

## **APPENDIX – A**

### **My Chippewill monthly condo fee covers the following:**

Accounting and annual audit expense  
Annual Meeting expenses (location rental, mailing, etc)  
Annual Tree trimming  
Common area restrooms off pool area (maintenance and supplies)  
Common Area Plumbing and water line repair and maintenance  
Common area electrical lighting  
Concrete repairs to common areas  
Dumpster service for maintenance debris  
Exterior building Maintenance and repair (siding, staining, gutters, downspouts, etc)  
Fire Hydrant Maintenance  
Lake/Pond maintenance  
Landscaping maintenance services of the common areas  
Legal Collections  
Maintenance vehicles  
Management fee  
Master Insurance policy for the Association  
Monitoring of Fire alarm system  
Payroll and taxes for on-site maintenance employees  
Pool Attendants/Guards  
Pool equipment & repairs/replacements including pumps, skimmers, heater, etc  
Pool maintenance and supplies (chemicals, pool key cards, gate maintenance, propane for heating water when necessary, etc)  
Roof maintenance  
Snow removal maintenance of the common areas  
Street/Road Maintenance (except Blue Jacket)  
Supplies, phone and equipment for maintenance office

## **APPENDIX B**

### **Management Company**

The Case Bowen Company  
Condominium Real Estate Services  
6255 Corporate Center Drive  
Dublin, Ohio 43016-6805

Phone: 614 799-9800

Property Manager – Kathi Horvath

Phone 614 799-9800 ext. 31

Email: khorvath@casebowen.com

Monthly condo fee payments go to:

The Case Bowen Company  
P.O. Box 513627  
Los Angeles, CA 90051-3627

## **COMMUNITY SERVICE CONTACTS**

POLICE AND FIRE EMERGENCY

Dial 911

City of Columbus – trash and bulk pickup

614 645-4729

Vector Security – Fire Alarm System

614 367-7820 ext. 108

Spectrum Utilities – Water Meter

614 777-1199

## **GOLF CLUB AT LITTLE TURTLE**

Chippewill residents and Little Turtle Golf Club members have been good neighbors over the years. Residents of Chippewill Condominiums and members of the Little Turtle Golf Club have always been respectful of each other's private property. As the common areas are private to condominium residents, so the golf course is the Golf Club's private property. Chippewill owners and residents should not trespass on Golf Club Property.