

# GENDER PARK

condominium association

## Resident Handbook

*This handbook has been prepared to provide a ready reference of general information about Gender Park Condominium Association rules and regulations, and the responsibilities of the association and the Unit owners. This is not a substitute for the Declaration and Bylaws which should be read by every Unit owner. In the event of a conflict between this handbook and the Declaration and Bylaws, the Declaration and Bylaws are the controlling documents. Questions about the Association, its activities, or interpretation of the rules and regulations should be directed to the Board of Directors or the Gender Park Property Manager.*



**W**ELCOME TO GENDER PARK! We hope that you find your new condominium lifestyle to be satisfying and rewarding.

Your management Company is:

Capital Property Solutions  
P.O. Box 630  
Worthington, Ohio 43085  
(614) 481-4411 Office  
(614) 443-3798 Fax

**Clubhouse: (614) 833-0082** - Information, clubhouse rental, and passes will be dealt with by the Clubhouse staff. Passes can be obtained at your Clubhouse. Please bring proof of ownership, such as a check, bank statement, or valid driver's license.

**Website:** [www.genderpark.org](http://www.genderpark.org)

Gender Park Condominium Association's staff is here to answer any questions you may have about Gender Park or the Association's operations. Please give us a call. We will do our best to assist you and to reasonably manage the Association well.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only vote and make decisions on issues as a complete Board. All communications should be directed through the Property Manager to assure that your concerns and questions are properly addressed and answered.

Once again, **WELCOME** to Gender Park.

Sincerely,

Gender Park

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# **General Information**

## **Clubhouse and Fitness Center**

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The clubhouse and fitness center are for the exclusive use of the Unit owners and Occupants. A Unit owner must be in Good Standing in order for the Unit owner and the Occupants of his/her Unit to use the clubhouse and fitness center.

If you are delinquent for more than 30 days in the payment of your Association assessments, your use of the fitness center and clubhouse may be denied until such time as you are in Good Standing.

The clubhouse may be reserved by Unit owners to host gatherings. Contact the clubhouse staff to check dates and fee schedules.

For your convenience, the fitness center hours of operation are posted at the clubhouse. Holiday hours may vary.

## **Architectural Control**

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Planning on adding a patio, storm door, or any other change to the exterior of your Unit? You must be sure to submit an architectural control request to Gender Park Management prior to such installation.

Any changes affecting the exterior of your Unit must first be approved in writing by the Board. This is done by completing an Architectural Control Request Form and submitting all plans, pictures and drawings to the Association. Your application review and approval will be returned to you before any work can begin. You may pick up an Architectural Control Request at the clubhouse or on the association website.

## **Condominium Dues**

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Condominium Dues are an annual assessment made payable in monthly installments and due on the first day of each month.

The Association will credit all payments received by a Unit owner in the following priority: 1. To interest, 2. To administrative late fees, 3. To collection costs, attorney fees, and paralegal fees, 4. To the principal amounts owed to the Association for common assessments, enforcement assessments, or any other charges owed to the Association.

Any past due assessments may cause a lien and foreclosure to be filed against the Unit.

Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent Unit owner.

If any Unit 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 will not be obligated to, undertake such performance or cure such violation and will charge and collect from said Unit owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount will be deemed to be an additional assessment and will be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

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### **Speed Limit**

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The speed limit is 15 MPH throughout the Condominium Property.

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### **Landscaping**

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The Association provides reasonable grounds maintenance throughout the Condominium Property. This includes mowing, mulching, pruning, and leaf removal. You may plant annuals in the plant bed directly in front of your Unit. If you would like to do any other plantings, you must first apply to the Board for a landscape change.

If you do not have a patio and have grass in your Limited Common Elements directly behind your Unit, it is your responsibility to clear this area of any lawn furniture or other obstructions, so that it may be mowed.

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### **Fall Clean-Up**

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All flowers are to be removed by October 31st so that the lawn care contractor may do a final clean-up of all planting beds.

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### **Fertilizer**

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Fertilizing will be done by the Association periodically throughout the season. Small stakes will be posted throughout the Condominium Property by the landscaping contractor informing Unit owners when these treatments have been applied.

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### **Snow Removal**

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Reasonable snow removal is provided by the Association. In the event that there is a snowfall in excess of 2 inches, the streets and Parking Areas will be cleared. Sidewalks will be done at Management's discretion based on weather conditions. However, your front stoop will not be shoveled. If snow is prohibiting you from parking in your assigned space you may park in a space designated for guests.



## **Trash Disposal**

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One refuse container is provided to the Unit by the association which must be used for that purpose and Unit owners and occupants are not to litter the Common Elements. Refuse containers are to be kept out of sight (i.e., in garage or behind Unit), except from 5:00 p.m. on the day prior to trash pickup and removed by 10:00 a.m. on the following day. Any Unit, garage, porch, patio, driveway or Common Elements is prohibited to be used or maintained as a dumping ground for refuse. Refuse means all garbage and rubbish (i.e., household matter).

## **Exterior Lighting**

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All Residents are required to keep the Unit's front porch light on from dusk to dawn.

# **Rules and Regulations**

# **1 INTRODUCTION**

- 1.1 **SCOPE AND PURPOSE** - This handbook is intended for use by Unit owners and Occupants. It outlines the rules and regulations. Appendices include Definitions of Terms used in the Handbook, Complaint Procedure, Enforcement Procedure, Architectural Modifications, Rental Policy, Reserved Parking Spaces Diagram, the Board Investment of Association Funds Policy, and the Water Line Break Emergency Plan.
- 1.2 **AUTHORITY** - The governing documents provide the Board with the authority to adopt the rules and regulations contained in this Handbook.
- 1.3 **ENFORCEABILITY** - The Declaration of Condominium Ownership authorizes enforcement of the rules and regulations promulgated by the Board, and provides a variety of sanctions, including the charge of enforcement assessments.
- 1.4 **APPLICABILITY** - These rules and regulations supersede all previously promulgated rules and regulations.

## **2 TRAFFIC AND PARKING REGULATIONS**

- 2.1 **PARKING PERMITTED** - Parking of vehicles is permitted in garages or designated parking spaces, and in the overflow Parking Areas. See Appendix F.
- 2.2 **PARKING PROHIBITIONS IN SPECIFIED AREAS** - Parking of vehicles is prohibited in the following areas:
  - 2.2.1 Parking in front of garage, across, straddling, or on the boundary lines of any designated Parking Area as marked by painted lines of the pavement.
  - 2.2.2 In such a manner as to leave less than 10 feet of the width of such surfaces for the free movement of other vehicular traffic.
  - 2.2.3 In the Parking Areas adjacent to the clubhouse, unless you are using the facility at the time, and not for more than 8 consecutive hours.
- 2.3 **UNPAVED AREAS** - Vehicles, trailers or other over-the-road equipment are prohibited to be operated, parked or stored on any unpaved areas.
- 2.4 **PARKING ZONES** - Vehicles are prohibited to block access to Postal Carrier from delivering mail.
- 2.5 **OBSTRUCTION OF TRAFFIC** - Vehicles are prohibited to block access by fire or other emergency vehicles or service vehicles anywhere within the Condominium Property.
- 2.6 **LICENSE REQUIRED** - Any vehicle not validly licensed for operation (**2 plates with same number and in same year**) on Ohio roads is prohibited to be parked or stored or operated on any roadway, Parking Area or other area of the Condominium Property.
- 2.7 **INOPERABLE VEHICLES: REPAIRS** - Any vehicle is prohibited to be parked on any roadway, Parking Area or other paved area of the Condominium Property in a non-operable condition (unless parked within the boundaries of a garage) for any period longer than is reasonably necessary to render vehicle operable. Vehicle repairs are prohibited to be performed on any roadway, Parking Area or other paved area of the Condominium Property, except for repairs requiring only a brief time and that do not result in noise, pollution, or other nuisances that would unreasonably disturb another person or prevent the passage of another vehicle.

2.8 STORAGE: UNSIGHTLY CONDITION - Any vehicle is prohibited to be parked or stored on any roadway, Parking Area or other paved area of the Condominium Property that:

2.8.1 Is covered, in whole or in part, by a canvas, plastic or other protective covering that is not specifically designed and constructed solely for use as a protective covering for vehicles.

2.8.2 Is leaking fluids, oil or other repair materials.

2.8.3 Is not reasonably maintained to the vehicles original condition.

2.9 COMMERCIAL, RECREATIONAL AND OTHER PROHIBITED USE VEHICLES - Commercial vehicles, recreational vehicles, trailers, or boats must be parked or stored wholly within the interior of a garage without interfering with the closing of the garage door. Commercially-licensed vehicles, boats, trailers, campers or other recreational vehicles are prohibited to be parked on any roadway, Parking Area or other paved area of the Condominium Property without prior written Board approval; except, for periods of time that are reasonable under the circumstances, of

2.9.1 An emergency vehicle;

2.9.2 A vehicle operated by a person providing repairs, maintenance or other services to a Unit, to any part of the Common Elements, to a Unit owner, to an Occupant or to the Association or for similar non-social purposes;

2.9.3 A trailer, camper or other vehicle for the purpose of loading or unloading the same.

2.10 IMMOBILIZATION OF VEHICLES - Vehicles in violation of published rules and regulations may be towed and stored from the Condominium Property. If the vehicle is towed, the vehicle owner will be charged statutory rates for storage and towing by the towing company, which the owner must pay to have his/her vehicle released.

### 3 AMENITIES

- 3.1 WAIVER OF LIABILITY - All persons using the exercise facilities, pool or pool areas, and recreational areas do so at their own risk and sole responsibility. It is suggested that no one swim without another capable swimmer present. The Association assumes no responsibility for any accident or injury in connection with any use of the pool or exercise equipment. For the privilege of enjoyment and use of the exercise facilities, pool and pool facilities, all persons release and discharge the Association, its Board members and officers and Unit owners of any liability arising from the use or operation of the exercise equipment, pools or any portion, and their facilities.
- 3.2 IDENTIFICATION PASSES - Each Unit will be issued a maximum of two identification passes. Passes are only issued to Unit Owners/Occupants and Meadow Crossing Unit Owners/Occupants who are in Good Standing.
- 3.2.1 Admission to the Fitness center and pool is limited to registered Occupants, Unit owners, Meadow Crossing Unit Owners/Occupants and guests.
- 3.2.2 Identification passes are nontransferable.
- 3.2.3 Unit owners/Occupants and Meadow Crossing Unit Owners/Occupants must accompany their guests and are responsible for the behavior of their guests. **All guests must be registered.**
- 3.2.4 Identification may be requested of any person using the exercise room or pool, by any Staff Member, Unit owner, Management, or member of the Board of Directors. Failure to reasonably produce identification may be regarded as a trespass and the person(s) will be escorted from the Clubhouse area.
- 3.2.5 Passes will be replaced at a cost of \$25.00 each.
- 3.2.6 Any Occupant moving from Gender Park is required to return any passes assigned to them, to the Clubhouse.
- 3.2.7 There is a limit of 4 guests per Unit.
- 3.3 CLUBHOUSE
- 3.3.1 MAXIMUM OCCUPANCY - Occupancy in the clubhouse is limited to 65 persons.

- 3.3.2 WET BATHING ATTIRE PROHIBITED - Wet bathing attire is prohibited in the clubhouse.
- 3.3.3 NOISE - It is the responsibility of the Unit owner/Occupant and Meadow Crossing Unit Owners/Occupants to assure that the noise level is not excessive.
- 3.3.4 SUSPENSION OF PRIVILEGES - Management and clubhouse personnel have the authority to suspend anyone's clubhouse, pool and fitness center privileges at any time.
- 3.3.5 RESERVATIONS FOR PRIVATE USE
  - 3.3.5.1 AVAILABLE AREA - The lounge area of the clubhouse is available to Unit Owners/Occupants and Meadow Crossing Unit Owners/Occupants in Good Standing for exclusive private use, in accordance with rules and regulations issued by the Board of Directors.
  - 3.3.5.2 OUTSIDE ORGANIZATIONS - The clubhouse is prohibited to be used on behalf of any outside organization or for any use where a fee is charged for attendance, or for any commercial use.
  - 3.3.5.3 ASSOCIATION FUNCTIONS - Association functions hold priority over all other functions and will be entered in the reservation book as soon as the need is determined.
  - 3.3.5.4 POOL AND FITNESS CENTER MAY NOT BE RESERVED - The fitness center and swimming pool may not be reserved for private use. Parties are not to allow guests in the weight room or pool area.
  - 3.3.5.5 LIMIT ON RESERVATIONS - Unit owners/Occupants are prohibited to make reservations for use of the clubhouse on a weekend (Friday, Saturday, or Sunday) more than 3 times during a year. There is no limit to the number of times a Unit owner/Occupant and Meadow Crossing Unit Owners/Occupants may make reservations for use of the clubhouse on weekdays (Monday through Thursday).
  - 3.3.5.6 AGREEMENT - A contract must be signed and payment of the appropriate rental fees is required before use will be permitted.

- 3.3.5.7 DAMAGES - Unit Owner/Occupant or Meadow Crossing Unit Owner/Occupant reserving the clubhouse are responsible for promptly restoring the building and grounds to a clean and orderly condition and are liable for any damage to furnishings and equipment. If the rooms are returned to a clean and orderly condition and there is no damage, there will be no further assessments to the Unit owner.
- 3.3.5.8 INSPECTION - An Inspection Report will be reviewed with, and signed by, each Unit owner/Occupant or Meadow Crossing Unit Owner/Occupant prior to their event. The same report will be used by Management to determine the extent of any assessments for damage.
- 3.3.5.9 CANCELLATION - If a Unit owner/Occupant or Meadow Crossing Unit Owner/Occupant or cancels a reservation less than 2 weeks prior to the reserved date, a cancellation fee may be assessed. Cancellation notification in excess of 2 weeks prior to the reserved date will result in a full refund.
- 3.3.5.10 AGE LIMIT - The legal guardian must be present at all times for any parties of persons under 18 years of age and the reservation must be signed by the legal guardian.

#### 3.4 SWIMMING POOL

- 3.4.1 ATTIRE - Swimming attire must be worn by any person swimming or being in the waters of the pool. Cut off jean shorts are prohibited.
- 3.4.2 RUNNING/DIVING - Running or horseplay is prohibited in the pool area. Diving is prohibited.
- 3.4.3 GLASS - **Glass bottles or glass containers** are prohibited in the pool area.
- 3.4.4 INAPPROPRIATE BEHAVIOR - Anybody acting inappropriately may have amenity privileges suspended immediately.
- 3.4.5 FOOD/SMOKING - Eating, drinking, or smoking within three feet of the pool is prohibited. Each person is responsible for immediately cleaning up their refuse at all times.



- 3.4.6 PETS - Pets are prohibited in the pool area (this is also a violation of the County Health Code).
  - 3.4.7 NOISE - Loud music, parties which infringe on other's use and enjoyment of the pool and pool area or that disturb other Occupants are prohibited.
  - 3.4.8 FURNITURE - Pool lounge chairs are prohibited to be reserved by placing towels or belongings on them while leaving the pool area.
  - 3.4.9 MUSIC - All music played in the pool area must be appropriate for all age groups and is set by the Clubhouse attendant.
  - 3.4.10 HOURS - Swimming pool hours will be adjusted at the discretion of the Board and posted seasonally at the clubhouse.
  - 3.4.11 AGE LIMIT - Children under the age of 18 are not permitted the use of the clubhouse or pool unless accompanied by an adult Unit Owner/Occupant 18 years of age or older.
- 3.5 FITNESS CENTER
- 3.5.1 ATTIRE - Exercise attire is required in the fitness center and clubhouse. Shirt and shoes are required. Open toed shoes are prohibited.
  - 3.5.2 MUSIC - All music played in the fitness center must be appropriate for all age groups and is set by the Clubhouse attendant.
  - 3.5.3 AGE LIMIT - Children under the age of 18 are not permitted the use of the exercise room.
- 3.6 RECREATIONAL AREA (PLAYGROUND AND PARKS)
- 3.6.1 The recreational equipment is intended to be used by children between the ages of 5-12. Children age 12 and under must be accompanied and supervised in the recreational area by an adult.
  - 3.6.2 Leaving recreational and play equipment, including bicycles in the streets obstructing traffic is prohibited.
  - 3.6.3 Recreational activities and playing in the street is dangerous and could result in someone being seriously injured.

3.6.4 Residents are permitted to use the picnic area by the clubhouse or the back land to host a party. The space is on a first come first serve basis (No Reservations). Three tents (no larger than 12' X 12"), three additional tables, and chairs are permitted, but cannot be setup earlier than 8:00 AM the day of the event and must be removed by 9:00 PM the day of the event. Alcohol is prohibited. Loud music is prohibited.

## **4**      **OCCUPANCY**

### **4.1**      **NEW UNIT OWNER/OCCUPANT**

4.6.1 Within 5 days after the purchase agreement is signed by the new Unit owner, the Unit owner must notify the Association, in writing, of the new sale or Rental Agreement for his/her Unit, and provide the following information:

4.6.1.1 Residence address at which Unit owner wishes notices to be sent.

4.6.1.2 Business and home telephone numbers.

4.6.1.3 Copy of the recorded deed of the Unit(s).

**OR**

4.6.1.4 Copy of Rental Agreement for the Unit(s).

### **4.2**      **RENTAL**

4.2.1 Any Unit, or portion of a Unit, is prohibited to be used for a purpose other than private residential housing. Any Unit is prohibited to be used or rented for transient or hotel purposes, which is defined as:

4.2.1.1 Rental for any period less than one year, or

4.2.1.2 Any rental or use if the Occupants are provided customary hotel service such as room service for food and beverage, maid service, furnishing of laundry, linen, and bellboy service.

4.2.2 The terms and conditions of all rental agreements must incorporate the rules and regulations handbook.

4.2.3 Units must be leased in their entirety. This prohibits the renter/lessee from subletting any Unit.

4.2.4 Any rental agreement must be in writing, for no longer than a term of one year.

4.2.5 The Unit owner must provide a copy of each signed rental agreement to the Association, and each renewal in accordance with the Association Rental Policy.

- 4.2.6 The Unit owner is responsible to the Association for damages, and liable for any appropriate enforcement assessment, which may be applicable for any violation of the Declaration, Bylaws, rules, or regulations committed by any renter or Occupant, or of any guest of the Unit owner or tenant.
- 4.3 NOISE - Unit owners or Occupants are prohibited to create, or permit his/her guest to create, any noise or other nuisance or condition that constitutes an unreasonable disturbance to another person that is audible outside his/her Unit.
- 4.4 FIREWOOD AND DISCARDS – Firewood may not be stored, on front porches or in garages. One rick (1/2 cord or 24’ x 4’ x 8’) of firewood may be stored inside the edge of Limited Common Element in an iron rack, but not against the residential building.
- 4.5 FRONT AND SIDE PORCHES
  - 4.5.1 Porch swings and hammocks are prohibited.
  - 4.5.2 Indoor/outdoor carpet is prohibited.
  - 4.5.3 Painting of concrete front porches is prohibited.
  - 4.5.4 Grills of any type are prohibited.
  - 4.5.5 Storage of personal property is prohibited.
- 4.6 RECREATIONAL AND PLAY EQUIPMENT
  - 4.6.1 WADING POOLS - Wading pools are allowed but restricted to Limited Common Elements. Wading pools must be emptied and put away each night and stored inside.
  - 4.6.2 RECREATIONAL AND PLAY EQUIPMENT - Recreational and play equipment, such as small plastic slides, are permitted in Limited Common Elements. Recreational and play equipment must be put away each night and stored inside.
  - 4.6.3 BICYCLES - Bicycles are prohibited to be stored on porches.
- 4.7 STRUCTURES - Structures such as play houses, dog houses, or storage sheds are prohibited to be located on the Common or Limited Common Elements.

- 4.8 COMMON AND LIMITED COMMON ELEMENTS - Clothes, sheets, blankets, laundry of any kind, or other articles are prohibited to be hung out or exposed on any part of the Common Elements. The Limited Common Elements, including the patio areas, must be kept free and clear of all rubbish, debris, animal waste and other unsightly or unsanitary materials.
- 4.9 WATER METER - It is the responsibility of the Unit owner to ensure that their water meter is functioning properly. Within 10 days of receiving notification from management, Unit owner is responsible for contacting either the management company or the sub metering company to remedy any problems with the meter. If the issue is not addressed the Unit owner will incur an automatic water charge of \$50.00 per month payable to the association. (During periods of water meter damage, the Association is incurring the water and sewer usage charges.)
- 4.10 OPEN FLAME DEVICES - In accordance with the Ohio Fire Code, charcoal burners, gas grills or any type of open flame devices are prohibited to be used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks.

In accordance with the Ohio Fire Code, Unit owner and/or Occupant and/or tenant are prohibited to place either temporarily or permanent, any gas grill or any other type of open flame devices(s) within 10 feet of any Unit.

Any violation of this section must be immediately reported to the local Fire Department at the non-emergency phone number.

- 4.11 LEAKS – If a Unit has a water leak, the Association or Property Manager has the right to gain entry to that Unit in order to stop the leak.
- 4.12 PETS
- 4.12.1 REGISTRATION -All pets must be registered with the Association. Failure to register pets will be considered a violation and enforcement assessments may be levied until the situation is remedied.
- 4.12.2 CLEAN-UP - Unit owners as well as Occupants and guests of Unit owners must immediately clean up all animal defecation.
- 4.12.3 CONTROL - All pets must be on a hand-held leash. Pet owners are prohibited to tether any pet in the Common or Limited Common Elements.
- 4.12.4 The Board reserves the right to terminate a Unit owner/Occupant's right to maintain a pet at its discretion.

- 4.12.5 DOGS OF THE BREED COMMONLY KNOWN AS PIT BULL - All dogs of the breed commonly known as pit bull are prohibited from being on the Condominium Property.
- 4.12.6 LIMITATION ON THE NUMBER OF DOGS PERMITTED TO BE MAINTAINED PER UNIT - No more than 2 dogs may be maintained at each Unit.
- 4.13 PEST CONTROL - Unless obvious signs of pest entry are visible, the Unit owner/Occupant is responsible for all pest inspections and investigations. When an expert is hired to investigate an interior pest control issue by the Unit owner/Occupant, they may be reimbursed by the association for reasonable expenses incurred as a result of exterior repairs to prevent pest intrusion. Unless in an emergency situation, the Unit owner/Occupant must contact the management company prior to performing any exterior maintenance.

## 5 ARCHITECTURAL CONTROL

- 5.1 PRIOR WRITTEN APPROVAL REQUIRED – Any alteration is prohibited to be made to the Common Elements, the Limited Common Elements, or the exterior appearance of the residential building without prior written approval of the Board.
- 5.2 RESTRICTIONS GENERALLY – Unit owners and Occupants are prohibited to hang or display anything on the outside of any residential building.
  - 5.2.1 All satellite dish installations must be installed according to the design and plans approved by the Board without substitution in materials, height, width, location and construction, and within the period of time as determined by the Board.
    - 5.2.1.1 Removal of existing dishes for any reason prohibits replacement.
- 5.3 STRUCTURAL CHANGES - Nothing is to be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the residential buildings or which would structurally change the residential buildings.
- 5.4 SIGNAGE
  - 5.4.1 One sign of one square foot or less, depicting the presence of security systems is permitted in mulched areas without first obtaining the written approval of the Board of Directors.
  - 5.4.2 One professionally prepared “For Sale” or “For Rent” sign not larger than 3’ x 3’ft and may be displayed in a Unit window. “Open House” signs may be displayed on the day of the open house only and must be removed that same day.
- 5.5 SPECIFIC PROHIBITIONS - **The following changes are specifically prohibited:**
  - 5.5.1 Awnings or overhead structures (not part of the original design), whether in front of the Unit or over the patio.
  - 5.5.2 Exterior color changes made to any outside door, window trim, porch railing, and garage door, porch or porch steps.
  - 5.5.3 Chain link galvanized metal or barbed wire fencing.

- 5.6 EXTERIOR LIGHTING – All exterior lighting changes or additions must receive prior written approval from the Board. Light bulbs are to be white, clear, or daylight.
- 5.7 STORM AND SCREEN COMBINATION DOORS – The storm door color must match the siding and must be full view. When applying for storm/screen door approval, be sure to include manufacturer, model number and a picture of the door (manufacturer’s brochure would be preferred).
- 5.8 SEASONAL DECORATIONS
  - 5.8.1 Ornaments and/or lights of any kind are prohibited to be secured in a manner which would require nails or screws into residential building.
  - 5.8.2 All seasonal decorations must be removed within 2 weeks following the holiday except for December holiday decorations, which must be removed by January 21<sup>st</sup>.
- 5.9 LANDSCAPING
  - 5.9.1 FLOWERS - Prior approval is not required for the planting of annuals or perennials in the mulched beds around the front porch and garage.
  - 5.9.2 PLANTINGS OTHER THAN FLOWERS - Approved plantings are allowed in mulched areas and are the responsibility of the Unit owner to maintain. The Association is not responsible for any damage accidentally done to such planting by the grounds keeping crew. At the Association’s request, any additional planting must be removed and the Common Elements restored to the original condition prior to the planting at the expense of the Unit owner. Any planting other than annuals in existing mulch beds must receive the prior written approval of the Board.
  - 5.9.3 TREES AND SHRUBS - Any shrubs, herbs or trees, etc. planted in Common Elements must have prior written approval of the Board.
  - 5.9.4 VEGETABLES - Vegetables may only be planted in pots, but not be planted directly in the ground.
  - 5.9.5 FLOWER CONTAINERS - Flower containers are not to be attached to siding, trim, shadowbox patio dividers, or window trim. Flower boxes must be kept free of debris and dead plantings, otherwise they must be removed.



- 5.9.6 BORDERS – All borders used to edge mulch beds must receive the prior written approval of the Board and be brown/tan, brick red, or grey in color.
- 5.9.7 VINES - Clinging vines, such as clematis or ivy may not be attached to residential building or Unit structure.
- 5.10 APPROVED CHANGES
  - 5.10.1 TIME LIMIT - All improvements must be completed within 60 days of initial approval.
  - 5.10.2 CLEAN-UP - For safety and appearance, the work area must be cleaned-up at the end of each day.
  - 5.10.3 Unit owner is responsible for all leaks caused by penetrations in the exterior shell and Unit owner must immediately make any and all repairs to match existing (prior) conditions at Unit owner's expense.

## APPENDIX A

### DEFINITIONS

1. **CONDOMINIUM PROPERTY** - An area within the City Limits of Columbus, Ohio bounded as described in the Declaration of Condominium Unit Ownership for Gender Park Condominium Association.
2. **LIMITED COMMON ELEMENT** - The area of the Unit owner's Unit provided for a patio or yard area and front stoop or porch or shared front stoop or porch.
3. **VEHICLE** - Any device, capable of carrying and being operated by human being and is specifically, but not limited to, the following: A Passenger Automobile, Truck, Recreational Vehicle, Leisure Van, Mini-Van, Van, Motorcycle, Motorbike, Moped, Bus, Snowmobile, or any device capable of being towed or propelled by a Motor Vehicle specifically but not limited to a trailer of any type or nature.
4. **DEFINED PARKING AREAS** - Each Unit has at least two defined parking spaces in the Condominium Property. One or more may be in the Common Elements.
5. **STREET** - Any Named Street or Unnamed Street, Driveway, Parking Lot, Defined Parking Space, Service Driveway, or any asphalt surface.
6. **BOARD OF DIRECTORS** - Board of Directors means the Board of Directors of Gender Park Condominium Association or their assigned Agents, Managers, or Appointees.
7. **ASSOCIATION** - Association means the Board of Directors and other appointed officers of Gender Park Condominium Association.
8. **IN GOOD STANDING** - Any Unit owner in Good Standing means one who is not more than 30 days delinquent in the payment of any assessments.
9. **COMMON ELEMENTS** - Any portion of the Condominium Property other than a Unit.
10. **RESIDENT** - A bona fide residency requirement asks a person to establish that he/she actually lives at a certain location by demonstrating that the address listed on a driver's license, voter registration code, a lease, an income tax return, property tax bills, or utility bills is that of a unit in the association. A resident is also a person that lives and sleeps in the unit at least three days and nights per week.

## **APPENDIX B**

### COMPLAINT PROCEDURE

- A. Policy and procedure cannot replace courtesy and the need to communicate with neighbors/Owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each Occupant.
- B. Complaints against anyone violating the rules must be submitted to the Management Company in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.
- C. The Management Company will, in most instances, contact the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.
- D. If the reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to an enforcement assessment in accordance with the Enforcement Procedure.
- E. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

# Resident Complaint Form

Date Filed: \_\_\_\_\_

Unit Owner being complained about: \_\_\_\_\_

Address: \_\_\_\_\_

Date and Time problem occurred: \_\_\_\_\_

**VIOLATION OF WHAT RULE IN THE GOVERNING DOCUMENTS:** \_\_\_\_\_

Please explain the problem: \_\_\_\_\_

\_\_\_\_\_

What have you done to resolve this problem? \_\_\_\_\_

\_\_\_\_\_

What is your recommendation for a solution? \_\_\_\_\_

\_\_\_\_\_

**UNIT OWNER FILING COMPLAINT:**  
(Must be filled out and signed)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Signature: \_\_\_\_\_

Please remit to: Capital Property Solutions  
Fax: (614) 443-3798

Questions? (614) 481-4411

## APPENDIX C

### ENFORCEMENT PROCEDURE

- A. The owner is responsible for any violation of the Declaration, Bylaws or Rules (“Governing Documents) by the owner, guests, or the occupants, including tenants, of his/her home.
- B. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys’ fees, will be assessed to the account of the responsible owner.
- C. All costs for extra cleaning and/or repairs to the common elements or other property stemming from any violation will be charged to the responsible owner’s account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
- E. Prior to the imposition of a charge for damages to the common elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
  - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
    - a. If applicable and in the absence of an emergency involving an imminent risk of damage or harm to common elements or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
    - b. A description of the property damage or violation; and
    - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
    - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. To request a hearing, the owner must mail or deliver a written “Request For a Hearing” notice, which must be received by the Board no later than the tenth day after receiving the notice required by Item 1 above.
  - a. If an owner timely requests a hearing, at least seven days prior to the hearing, the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
  - b. At the hearing, the Board and alleged responsible 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 owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The owner will then receive notice of the Board’s decision and any charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.
3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.



## APPENDIX D

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

### BUILDING YOUR PATIO, FENCE, etc.

- 1 Any improvement is prohibited to extend onto the Common Elements.
  - 1.1 Limited Common Elements (LCE) is 12' from patio sliding door and between pre-installed privacy fencing.
  - 1.2 Some end garage Units have an extended LCE spanning to the edge of the garage and even with the privacy fence.
  - 1.3 Ranch Units have an extended LCE wrapping around the Unit. The dimensions may vary depending on the location.
- 2 The Unit owner is responsible for making sure the improvements are within the LCE.
- 3 The following applies to fences:
  - 3.1 Zoning Code: Fence height is limited to 8' from patio pavers to top of fence.
- 4 Relocation of A/C condensers requires a permit from the City of Columbus, prior to moving the unit.
- 5 **PRIOR APPROVAL REQUIRED** - Any improvements or changes made without prior written permission from the Board and the City (if permit is needed) will have to be removed and repaired back to its original state immediately at the expense of the Unit owner.
- 6 **COMPLIANCE** - If the Unit owner does not comply within a reasonable period of time, the Association will hire a licensed contractor to make repairs and restorations at the Unit owner's expense.
- 7 **EXCAVATION - BEFORE YOU DIG** - 48 Hours before you begin digging, you must call Ohio Utilities Protection Service at 1-800-362-2764. The Association has a map for you, which designates sump pump locations and other necessary information you may want to request before you begin digging. The Unit owner is responsible for any damages to drains and Common Elements as a result of digging.
- 8 **PAVER PATIOS** – Patios must slope away from the foundations a minimum of ¼" per 12" to provide positive drainage and prevent wet crawlspace walls. The approved color is Antique Blend and approved style of patio paver is Monroe.



9 STAMPED CONCRETE PATIOS – A written request with drawing and material(s) to be used must be submitted to the Board of Directors for approval prior to start of any construction. The patio structure must start 1 inch from the residential building to allow for expansion and the concrete must be fiber-reinforced or be poured over rebar for crack control. All trucks associated with the pouring and/or building of the concrete patio must stay on the street surface. Trucks or other machinery are prohibited to be driven onto the grassy areas, over curbs, etc. All vehicle(s) must stay on the street surface with proper cones placed if vehicle(s) are parked for unloading of the concrete. A lane must be kept open so traffic can pass and the street is not blocked. A pumper truck and/or wheelbarrow must be used to get the concrete from the concrete truck to the patio pouring area. Any concrete spills must be cleaned up before the product hardens. The concrete must be Antique Blend colored and stamped to look like Monroe style pavers. This is the same color and style that are approved for paver patios. In order to keep the color permanently, the color must be added to the concrete before it is poured into the patio form. Patios where color is added to the top of the concrete or that are of a different color or style will not be approved. Patios with unapproved deviations will be required to be removed.

10 SPECIFICATIONS AND MATERIALS

10.1 QUALITY - All construction, alterations and modifications must be of professional quality in appearance and conform to all rules and regulations.

10.2 PRIVACY FENCES - Privacy fences may completely enclose the LCE. However a gate is required for egress/ingress from/to the LCE in case of fire and to allow access for the meter readers and groundskeepers.

10.2.1 The gate must be large enough to allow lawn mowers into the LCE if the Unit owner wishes the groundskeepers to maintain/cut the lawn. The gate must also match the design of the fence.

10.2.2 The fence must match either the privacy fencing which separates each Unit or the picket style fencing that it is around the recreational area. The fence may also be of the style similar to the privacy fences and have a lattice style at the top to allow more light. All styles must also be composed of the same vinyl material. The only approved color is white.

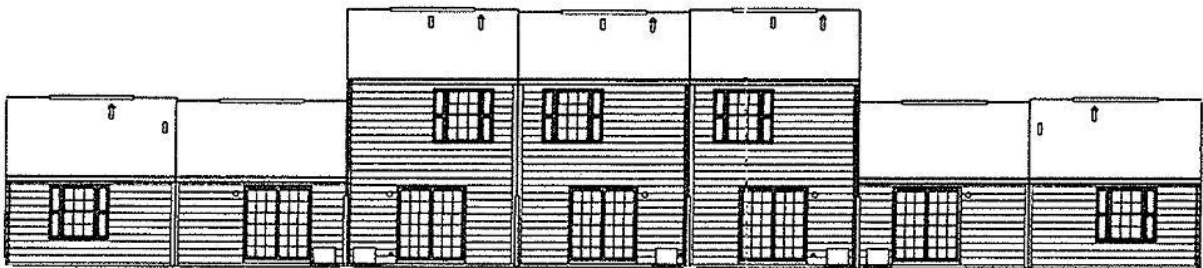
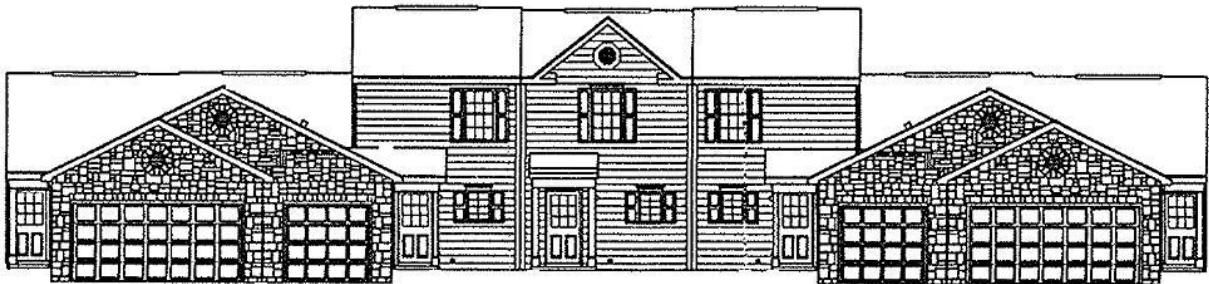
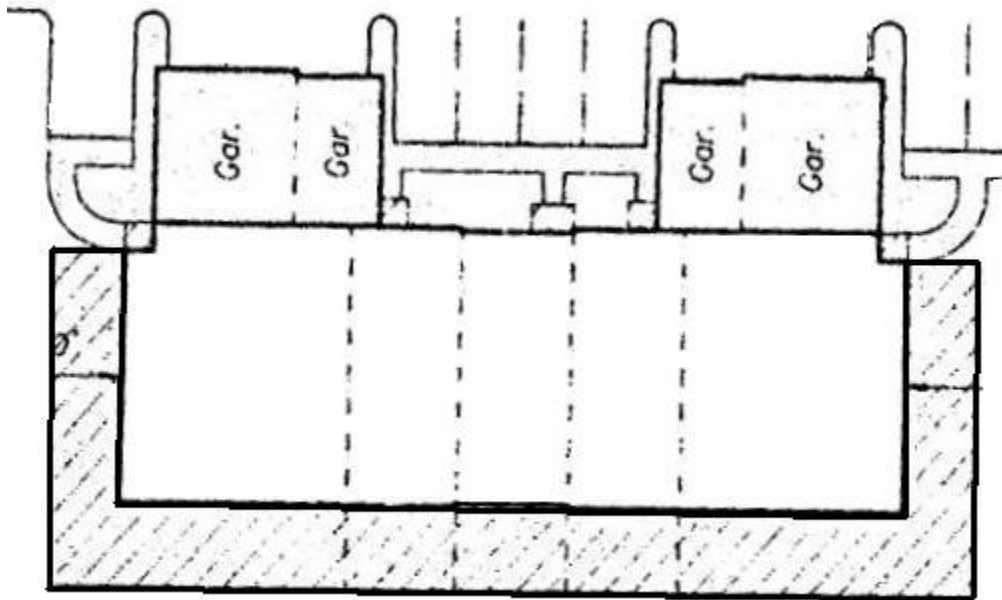
10.2.3 The fence must be at least 42” high and not exceed 8’ high.

10.2.4 Vinyl posts for the fences must be cemented to at least a depth of 30” to make sure the posts will hold in wet ground and high winds.

11 PERGOLAS – Prior Board written approval is required. Architectural Form must be submitted for approval **prior to purchase and installation.**



Please use the drawings below to show the location, size and shape of your project.



## APPENDIX E

### Section 1 - Annual Calculation of Rental Units and Limitations

At least annually, or as necessary, the Board, or its designee, shall conduct a survey or take other necessary steps to determine the percentage and number of leased and rented units in the community. The Board, or its designee shall act in accordance with this rule to limit the number of leased and renter-occupied units to not more than **25%**, or any other reasonable limitation percentage as determined by the Board at its discretion in considering all factors, including market and lending conditions, re-sale and property values and the concerns of Unit owners.

In considering whether to restrict new or approve renewal leases, the Board shall monitor the percentage of leased and rental units on an ongoing basis and shall confer and communicate with area lenders, secondary mortgage insurers and governmental and financial institutions and unit owners as necessary.

### Section 2 - Consideration of the Renewal of Existing Leases and New Leases

When it determines that it is necessary to limit the overall number of leases and rental units in the community, the Board shall provide reasonable notice to all unit owners, along with a statement that all leases and lease renewals are required to be approved by the Board prior to commencement. In order to enforce the designated limitation percentage on overall rentals in the community, all unit owners desiring to enter into a lease or lease renewal shall first apply for approval and submit the proposed lease or renewal agreement, clearly stating the name(s) of the lessee(s) and all lease terms to the Board, or its designee, at least sixty (60) days prior to the proposed lease commencement date. All leases and lease renewals shall be for a lease term of one (1) year in duration with no renewal provisions (automatic or otherwise). Failure to submit a new proposed lease or lease renewal within this time period shall constitute a violation of this rule. In considering whether to approve or deny the proposed lease or lease renewal, the Board shall consider the following:

- A. Priority shall be given to tenant-lessees who are the relatives of unit owners, as long as financial or governmental institutions consider such units to be “owner-occupied”. This priority is subject to the balance of the provisions of this regulation and all applicable rules;
- B. The longevity of the tenant-lessee and/or unit owner in the community, along with either party’s history of compliance with all deed restrictions, association rules and regulations, dues and utility payments, and community standing and productive involvement;
- C. Whether the unit owner-lessor has made a good faith attempt to comply with the provisions of this rule;

- D. Any lender, secondary mortgage insurer or governmental or other financial institutions' rights and legal requirements and the ability of unit owners and potential unit purchasers to secure financing for sale or purchase of units in the community;
- E. Whether denial of such lease would limit the rights of an institutional first mortgagee, insurer or guarantor taking title in lieu of foreclosure, or a purchaser at a foreclosure sale, an immediate successor in title to a first mortgagee, insurer, guarantor, or purchaser of a unit so acquired;

### Section 3 - Hardship Hearings for Denial of New Leases and Renewals

At least annually, and on an as needed basis, the Board shall appoint a committee of three unit owners in good standing who are not members of the Board to consider and hear cases of individual unit owners and/or tenants where the denial of a lease or lease renewal would allegedly impose a hardship. Upon the written request of a Unit owner, and upon a written explanation of the reasons for such a request and a detailing of the hardship argument, provided at least 7 days in advance, the committee may set a reasonable time to hear and consider the presentation of the case by the Unit owner that the denial of a new lease or a renewal will operate as a hardship. Committee consideration of a hardship may include, but may not be limited to cases in which;

- A. The owner has attempted but has been unable to sell the unit after a reasonable period of time considering market conditions;
- B. Occupancy by the owner is not practical based on job transfer, inheritance, out of state residence, or other similar circumstances; and
- C. The Board finds evidence that flexibility is warranted based on the need to make mortgage payments while the unit is marketed and offered for sale;

The committee may grant or deny individual hardship exceptions to these rules even if the overall percentage limitation for rental units set by the Board shall be exceeded upon written findings of a majority of members.

### Section 4 – Owner – Lessor Appeals

Within 10 days of an adverse decision by the Board denying the renewal of a lease, or denying the approval of a new lease, and within 10 days of the denial of the Committee to grant a hardship under Section 3 of these rules, a Unit owner – lessor (landlord) may make a written appeal to the legal counsel employed by the association or his/her designee. The legal counsel or designee shall review the written findings of the Board or Committee, and all facts and circumstances of the case presented, and provide a reasonable opportunity for the unit owner(s) to present his/her appeal in a face-to-face meeting within 10 days of the receipt of the written appeal, or at such other time as the parties agree is reasonable. The legal counsel may grant individual exceptions to these rules even if the overall percentage limitation for rental units set by the Board shall be exceeded.

The legal counsel's written findings on the unit owner's (lessor's) appeal shall be considered final.

## Section 5 – Enforcement and Penalties

- A. If any Unit owner is in violation of the Amendment by failing to seek Board approval before leasing the owner's unit or by failing to present the Board with a copy of the new or renewal lease agreement at least sixty (60) days before the lease term is to begin, the Board shall cause the Unit owner to be notified in writing and provide an opportunity for the unit owner to cure such violation. If unit owner does not cure same within 10 days of receiving such notice then said unit owner shall be subject to the following penalties.
- a. For each violation, the Board shall have the power to suspend the unit owner's Association voting privilege for not more than sixty (60) days, pursuant to Article IV, Section 13(g).
  - b. For each violation in which the unit owner leases for more than ten (10) days before receiving Board approval, the Board shall have the power to suspend the privilege of the unit owner and the unit owner's tenants from using the Association's common areas, including, but not limited to, the pool area and party house, until the unit owner complies with the Board's regulations and levy a reasonable assessment, including attorney fees, on the unit owner for each day in which the unit owner is in non-compliance with the Board.
  - c. Upon a unit owner's failure to pay any assessment, the Board may use all remedies available under Article XV, Section five (5) of the Declaration in order to enforce payment of the assessment.

### B. Eviction Procedure

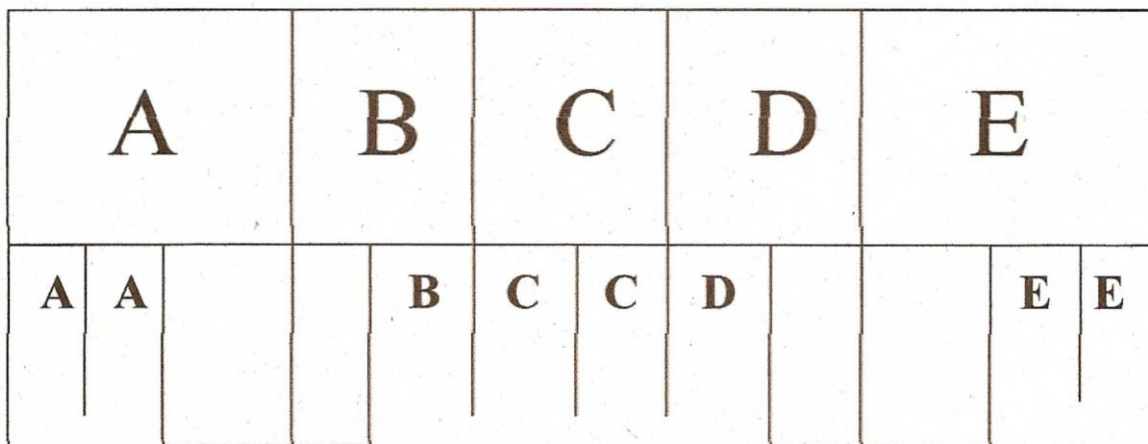
In addition to the foregoing, if any unit owner or tenants of a unit owner are in violation of any rule, regulation, policy, the bylaws, or the declaration of the Association, or local ordinances or state or federal laws, including but not limited to the failure of the unit owner or tenants to pay all dues, fees, penalties and delinquencies due and payable to the Association, the Condominium Board shall provide written notice to such unit owner or tenants that such violation shall be addressed to the satisfaction of the Board within sixty (60) days. If such violation is not addressed and fully cured after such sixty (60) day notice period, the Board shall proceed with an eviction action pursuant to Ohio Revised Code section 5311.19 (B)(1) in the name of the unit owner to evict the tenant.

## APPENDIX F

### RESERVED PARKING SPACES

The spaces directly in front of “A” and “E” Units are assigned to those Units. The “B” and “D” Units have one assigned space directly in front of their Unit. “C” Units have two assigned parking spaces that are located in front of their Unit. The diagram can be used as a reference. Under this policy there are no unassigned spaces in front of five unit buildings. Unit owners are responsible for informing visitors of the parking rules and to park in the assigned space of the Unit they are visiting or in one of the unassigned parking spaces located throughout the Condominium Property. Parking in another Unit’s assigned parking space is prohibited and may result in immediate towing and storing at the vehicle owner’s expense. If there is an unauthorized vehicle in your assigned parking space please contact Capital Property Solutions at (614) 481-4411 and a tow truck will be dispatched.

**Five Unit Building Parking Space Diagram**



**APPENDIX G**

Board Resolution to Create a Rule Outlining Board Investment Guidelines for Gender Park Condominium Association Funds

Effective Date: June 20, 2011

Whereas, Article IV, Section 13(j) of the Bylaws (“Bylaws”) establishes the funds of the Gender Park Condominium Association (“Association”) to be invested in such reasonable investments as the Board of Directors may from time to time determine;

Whereas, the Board desires to create parameters to ensure Association funds are invested in a financially prudent manner;

Now Therefore, be it resolved that in order to ensure the financial stability of the Association, the Board endorses and promulgates the following rules to be added as Appendix H to the rules and regulations of the Association to limit and direct the investment of Association funds by the Board as follows;

\_\_\_\_\_ BOARD INVESTMENT OF ASSOCIATION FUNDS \_\_\_\_\_

The Board on an annual basis will review the reserve schedule for the upcoming fiscal year to estimate the funds needed for expenditures (“Budget”). The Board will increase this Budget by 20% which will constitute “Base Liquid Funds”. All funds in excess of the Base Liquid Funds will constitute liquid funds available for investment (“Investment Funds”). Investment Funds will be invested in federally insured savings accounts, money Market accounts, and certificates of deposit in FDIC-insured financial institutions, and/or treasury bills, notes, and/or bonds that have maturity dates of 12 months.

The Board or the Association or both are not permitted to invest Investment Funds in any manner except as set forth in this rule.



## APPENDIX H

### WATER LINE BREAK EMERGENCY PLAN

1. If you have a water line break, turn off the water valve located in your Unit. The water valve is located in your utility closet. This is the closet with your furnace and water heater. To turn off the valve, hold the water line behind the valve with one hand and slowly turn the valve clockwise with your other hand. This is to prevent the valve from breaking.
  - a. If the water leak stops:
    - i. Contact a plumber to fix the leak. The expense is the Unit owner's.
    - ii. Contact any Occupant in the residential building that you feel may be impacted from the water leak to let them know about the situation.
  - b. If the water leak does not stop go to step 2.
2. The exterior main water valve for the residential building needs to be turned off. This can only be done by a licensed plumber with the proper tools.
  - a. Contact the property manager and notify them of the situation.
    - i. The property manager will contact a plumber to fix the leak. Depending on the location of the leak, the Unit owner may still be responsible to pay for the repairs.
    - ii. The property manager will contact all of the affected Occupants to let them know that the water will be off until a plumber can fix the leak.
  - b. While waiting for the plumber to arrive, please do everything you can to mitigate any damage to your property and the property of other Occupants.

## **APPENDIX I**

### **BLOCK WATCH**

The Board of Directors appointed a Block Watch Committee in conjunction with the Columbus Police Department consisting of members that are residents of Gender Park Condominiums. The GPCA Board of Directors has approval/disapproval authority over members accepted into the Block Watch.

Volunteers on the Gender Park Condominium Association Block Watch Committee agree to follow the Roles and Responsibilities of a Block Watch Committee Member as provided in the City of Columbus Division of Police Crime Prevention Information Booklet.

Block Watch Members are only the eyes and ears of law enforcement and are only able to react to activity and suspicious persons without confrontation.

Committee members are expressly prohibited from engaging in any activity (including but not limited to physical force, pursuit, or interrogation) to stop or prevent a crime other than contacting the Police. Suspicious activities must be reported to the Columbus Police Department at 645-4545 for non-emergency situations and 911 for any observed crime in action.

Should any member attempt to stop or prevent a crime, other than contacting the Police, they would be acting outside the scope of their authority.

*This handbook contains information about the rules and regulations along with information you will need as a Unit owner living at Gender Park Condominium Association. Gender Park Board Members, in the administration of its rules and regulations reserves the right, at any time it deems appropriate, to add, delete, or change any provision of this handbook.*

*These rules and regulations apply to tenants and Occupants as well as Unit owners. If you are renting your Unit, you are obligated to provide your tenant with a copy of this handbook.*

*By signing below I acknowledge receipt of the Gender Park Handbook.*

Unit owner \_\_\_\_\_ Date \_\_\_\_\_

Occupant \_\_\_\_\_ Date \_\_\_\_\_

Unit \_\_\_\_\_