



*Owner's Handbook  
and  
Reference Guide*

[www.thewoodsatshagbark.com](http://www.thewoodsatshagbark.com)



**Introduction** Below is a listing of telephone numbers you may find helpful in conducting business relating to your unit.

<b>Organization</b>	<b>Telephone Number (614)</b>
<b>Towne Properties – Monthly Fee Account / Maintenance</b>	781-0055
<b>Towne Properties – For After-Hours Maintenance Emergencies - (Follow the phone prompts)</b>	781-0055
<b>Emergency Fire or Police</b>	911
<b>Gahanna Police Department (non emergency)</b>	342-4240
<b>Mifflin Twp. Fire Department (non emergency)</b>	471-0542
<b>Columbus Health Department</b>	645-7417
<b>Water Service Issues (Call Towne Properties)</b>	781-0055
<b>Columbia Gas (Emergency Service – To Report a Leak)</b>	1-800-282-0157
<b>Columbia Gas (Routine Customer Service)</b>	1-800-344-4077
<b>American Electric Power – Customer Service and to Report a Power Outage</b>	1-800-277-2177
<b>Time Warner Cable – Columbus &amp; Suburbs</b>	481-5050
<b>RoadRunner Customer Support</b>	487-7766
<b>Five Seasons Landscape (Lawn Service &amp; Snow Removal) Reynoldsburg, OH</b>	(740) 964-2915
<b>Local Waste Services (Trash Collection)</b>	409-9375
<b>DirectTV (Sales)</b>	1-866-505-9443
<b>Dish Network (Sales)</b>	1-866-311-9408
<b>Our postal Zip Code is 43230</b>	
<b>U.S. Post Office (Gahanna Branch)</b>	471-9174
<b>We are in Ward 2 of Gahanna for political purposes</b>	
<b>Our Polling Place is the Fire Station on Beecher Road</b>	
<b>Regional Income Tax Agency (R.I.T.A.) Central Ohio Office</b>	760 Lakeview Plaza Blvd. Suite 400 Worthington, OH 43085 866-721-7482
<b>City of Gahanna, Finance Department</b>	200 South Hamilton Rd. Gahanna, OH 43230 (614) 342-4060 M-F 8 am-5 pm

## A Message from the Board of Directors

*Dear Homeowners and Residents,*

*On behalf of the Board of Directors, Property Management, and all residents of The Woods at Shagbark, we would like to take this opportunity to welcome you to The Woods at Shagbark Condominium Association.*

*The Woods at Shagbark Condominium Association is one of Central Ohio's finest gated condominium communities. Each resident plays an important part in maintaining the overall beauty and appeal of our community. We are very proud of The Woods At Shagbark, its grounds, its facilities and all of its residents. We want this to be the best place you have ever lived!*

*At The Woods at Shagbark, like any other condominium community, the best interests of the community always outweigh the interests of the individual residents.*

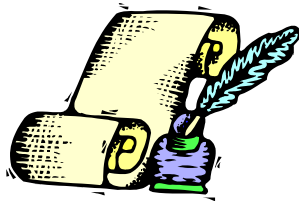
*We look forward to receiving your questions and / or suggestions on how we, as a community and as an Association Board, can better serve each and every resident. All opinions are important and will be respected. All ideas are welcome.*

*Welcome Home!*

*The Woods At Shagbark Condominium Association Board of Directors*

*and*

*Towne Properties*



# Reference Guide Overview

## Overview

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### Introduction

This handbook and reference guide were prepared by the Board of Directors of The Woods at Shagbark Condominium Association to serve as a quick source of general information about the community, the rules and regulations by which we shall live, and the Homeowners' Association which governs our community. This is not a substitute for the "Declarations and Bylaws", which should also be read and understood by every unit owner. In the event of a conflict between this handbook and the Declarations and Bylaws, the Declarations and Bylaws are the controlling documents.

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

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

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# The Association Board

## Overview

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**Introduction** The Board of Directors is regulated by Ohio law and the Association Bylaws. The Board is responsible for the operation and management of the Common Elements of the Community and for supervision of all Association affairs.

The Board has the ultimate authority to make decisions and promulgate rules and regulations in an effort to create a harmonious living environment and to help maintain property values.

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**Condominium Definition** A condominium is a group of living units established under Ohio Revised Code Section 5311 and organized around a common plan of governance as set forth in the Declarations and Bylaws as amended.

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**Contents** This section contains the following topics:

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# Elections, Meetings, and Procedures

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## Election



On August 3, 2006 The Woods at Shagbark Condominium Association elected its first full Board of Directors, which consisted of six people. Terms of these Directors were initially staggered in lengths of 1, 2, or 3 years. Each successive year, two directors are elected/re-elected at the Annual Unit Owners' Meeting to serve a three-year term. When a Board Member is unable to complete his/her entire term, the remaining Board Members may, by majority vote, accept a qualified volunteer to serve temporarily on the Board until someone can be chosen at the next Annual Unit Owners' Meeting to complete any remaining portion of that term.

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## Board Meetings



The Board meets as necessary, but no less than quarterly, to coordinate with the Property Manager and to review the Association's finances and operations.

The date and time of the each upcoming Board Meeting will be noted in the minutes of the previous Board meeting and may be posted on the bulletin board near the Mailboxes, or on the Community's website.

Any owner may place an item or concern on the agenda for the next Board Meeting by contacting either the management company or a Board Member at least two (2) weeks prior to the Board Meeting and providing the topic to be discussed.

Unless otherwise announced, Board meetings will be conducted at the Woods at Shagbark Clubhouse. The normal starting time is 7:00 p.m.

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## Presentations to the Board by Unit Owners / Resident Tenants

Unit Owners and/or resident tenants who wish to address the Board at a regularly scheduled meeting about a specific topic will be recognized and allotted no less than three (3) minutes of uninterrupted opportunity to comment.

Once all Unit Owners/tenants who wish to be heard on that topic have been recognized, the Board will discuss that topic and may choose to act on the issue/concern, or table the issue/concern until a later time.

## Executive Sessions

If needed for confidentiality, the Board may elect to go into an Executive Session. At that point, those who are not Board Members or representatives of the management company will be asked to leave the meeting.

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## Elections, Meetings, and Procedures, Continued

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### **Association Meetings**

At least one Annual Meeting of the Association membership will be called, in the second calendar quarter of each year (April – June), with a minimum of five (5) days advance notice.

Unless otherwise announced, Association meetings will be conducted at the Woods at Shagbark Clubhouse.

Special meetings of the Association may be called as needed.

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### **Committees**

Committees may be formed by the Board to assist in the management of community activities and affairs. Volunteer Unit Owners will staff committees, with one committee member being designated as Committee Chairperson.

All Unit Owners are encouraged to be actively involved in their community and volunteer for committee appointment.

Examples of committees include: Landscape, Community Newsletter, Social Committee, etc.

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### **Condominium Declaration and Bylaws**



Every Unit Owner should have received a copy of the Condominium Declarations and Bylaws at or before the closing on their unit.

The Condominium Declarations and Bylaws are the basis by which a common plan of governance for the Community was created and provides the rules and regulations by which the Association will be run.

It is the duty of each Unit Owner to become familiar with and abide by the Declarations and Bylaws.

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## Elections, Meetings, and Procedures, Continued

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### **Purpose of Rules and Regulations & their Modification**

The purpose of the rules and regulations of The Woods at Shagbark Condominium Association is to establish rules that will

- preserve our asset (the community),
- control operating and maintenance costs, and
- provide a harmonious living environment for all residents.

The Condominium industry recognizes that a source of a condominium's resale value lies in the well-kept and uniform appearance of the entire community, and it is to this end that your Board, pursuant to the Declarations and Bylaws, adopted many of these rules and regulations.

The Board may amend the rules and regulations from time to time, as conditions change. Such change will prompt a revision page, or pages, to this handbook. Such revisions will be issued to each Unit Owner.

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### **Noncompliance**

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

Any resident who feels that a rule has been violated may file a formal complaint form (See pages 10 - 11) with the management company. When a complaint is received, the Board and/or management company will review the complaint. If warranted (at the Board's discretion), a violation letter will be sent to the resident/unit owner. The management company will also send the resident a copy of the section of the Handbook titled "Noncompliance". A copy of the letter to the resident will be available to any Board Member.

The resident receiving the letter has the following options:

1. Comply with the Handbook within ten calendar days. When compliance has been achieved, the resident will notify the management company. If the management company does not receive notification, it will inform the board.
  2. Write a letter to the Board explaining the reason that more than ten days is needed to achieve compliance. The resident must furnish a reasonable date by which compliance will be completed. When the Board receives this letter of explanation, it may decide to grant the delay or instruct the resident to comply with the rules within ten days.
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## Elections, Meetings, and Procedures, Continued

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### **Noncompliance** (continued)

3. Write a letter to the Board disputing the legitimacy of the complaint. The Board will review the information provided and make a ruling. If the complaint is found to be illegitimate, the issue is dead. If the complaint is found to be legitimate, the resident will be advised to comply with the rules within ten days from that time.
  4. Refuse to comply. If the resident does not comply within the allotted time period and does not write a letter to the board requesting additional time or questioning the complaint, the Board may engage someone to perform the work necessary to achieve compliance, and bill the resident for the cost. In such cases, unpaid billings can result in a decision by the Board to place a lien against the unit involved to recover all costs associated with any and all actions needed to achieve compliance.
  5. The anonymity of the complainant will be protected.
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### **Formal Complaint Form**

A Formal Complaint Form is provided on the next page and is continued on the following page. The form is designed so that the name of the complainant is not shown on the front of the form.

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**Formal Complaint**  
**The Woods at Shagbark**  
**Condominium Association**

**Violator Name(s), If Known:** \_\_\_\_\_

\_\_\_\_\_

**Violator Address, Unit Number, If Known:**

\_\_\_\_\_

**Car/Vehicle License Plate Number (If Applicable):**

\_\_\_\_\_ **State** \_\_\_\_\_

**Car/Vehicle Color, Make, and Model (If Applicable):**

\_\_\_\_\_

**Pet or Animal Description (If Applicable):**

\_\_\_\_\_

\_\_\_\_\_

**Violation:** Describe nature, location, date, time, etc. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Sign on next page please*

**Formal Complaint, 2<sup>nd</sup> Page (Confidential)**

<b>Signature:</b> _____	<b>DATE:</b> _____
<b>Print name:</b> _____	
<b>Address:</b> _____	
<b>Telephone:</b> _____	
<b>Email:</b> _____	
<b>Unit Owner (If different than above)</b> _____	

# Property Management Company

## Overview

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### Introduction

Our property management company is Towne Properties, LLC. When your unit was first sold, a copy of the Association's Declarations and By-Laws was provided to the first owner at the closing. For the cost of the copying and postage, Towne Properties can provide additional copies of those Declarations and By-Laws, as well as copies of this Homeowner's Handbook and Reference Guide. Copies of the Community Phone/Address Directory are made available periodically at Community events.

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### Property Management Address, etc.

Towne Properties, LLC  
777-A Dearborn Park Lane  
Worthington, Ohio 43085  
Tel: (614) 781-0055  
Fax: (614) 781-0832

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### Property Manager

Mr. Jeff Comerford  
(614) 781-0055  
Email: [JeffComerford@TowneProperties.com](mailto:JeffComerford@TowneProperties.com)

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### Assistant Property Manager

(614) 781-0055  
Email:

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# Maintenance Responsibilities

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## **Interior Maintenance and Emergency Responsibility**



All interior maintenance, including that which is emergent in nature, is the responsibility of the Unit Owner.

If Towne Properties dispatches a maintenance technician to address an interior emergency maintenance item, the cost of the service call and maintenance is the responsibility of the Unit Owner.

For non-emergency interior maintenance, Towne Properties may agree to perform the requested interior maintenance on a fee-for-service basis to the Unit Owner, or may recommend a contractor for that service.

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## **Exterior lighting**

Although the Declarations and By-Laws state that replacing light bulbs in the exterior light fixtures above and beside the garage doors is a Unit Owner responsibility, our Association Board has chosen to replace these bulbs for the owners in order to assure uniform appearance and safety. A community volunteer has been doing this task. In the future, the cost of bulbs or the lack of a community volunteer may result in this task being returned to the Unit Owners.

Exterior lighting beside or above garages is controlled by a small light sensor device. The sensor may malfunction after a few years use. If the exterior garage lights stay on all day, the sensor needs to be replaced. Replacing the sensor is the responsibility of the Unit Owner. Replacement sensors are readily available at local stores such as Home Depot and Lowe's.

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## **List of Common Maintenance Items**

A list of common maintenance items and the party responsible each item is provided on the next page. Homeowner responsibilities are shaded for easy reference.

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*Continued on next page*

## Maintenance Responsibilities, Continued

Description	Responsibility	
	Owner	Association
Chimney, Exterior Siding, Flashing		X
Chimney, Vents, Dampers, Within Units	X	
Doors: Garage And Entry	X	
Doors, Garage, (outer) Surface Refinishing	X	
Doors: Garage, Repair To Original Specifications	X	
Doors, Weather Stripping, Storms, And Screens	X	
Foundation Walls, Footing Drains		X
Garage Apron (portion of garage floor outside door)	X	
Heating and Air Conditioning System	X	
Interior Damage, Drywall, Caused by Roof Leak ,etc.	X	
Landscaping, Care Of Original Trees and Shrubs		X
Landscaping, Care Of Lawns		X
Light Bulbs, Garage Side And Overhead	X	
Light Fixtures, Exterior Unit	X	
Lighting, Common Element, Community Entrance,		X
Original Patio Replacement	X	
Original Patio Maintenance (Not Cleaning)	X	
Patio Mulched Element, Development Planting		X
Patio Extensions, Replacement	X	
Patio Extensions, Maintenance	X	
Patio Mulched Element, Personal Planting	X	
Pipes, Gas, Water, Sewer, Serving One Unit	X	
Pipes, Serving More Than One Unit		X
Property Damage Within Unit	X	
Road And Parking Element Pavement		X
Roofs, Shingles, Flashing, Gutters, Downspouts		X
Snow Removal, Roads, Driveways, Walks		X
Structural Maintenance, Siding, Trim		X
Walks		X
Walls, Exterior, Structural And Maintenance		X
Walls, Exterior, Siding And Trim		X
Walls, Interior To Unit, Maintenance	X	
Windows, Frames, Glass, Screens And Storms	X	
Wiring, Electrical, Serving One Unit	X	
Wiring, Telephone, Serving One Unit	X	

# Financial Matters


## Overview

**Introduction** The financial viability of the Condominium Community is of the utmost importance. This section provides some information about the financial responsibilities of the Homeowners' Association and the unit owners.

**Contents** This part contains the following topics:

Topic	See Page(s)
Association Dues, Fees and Penalty Assessments	15 - 16
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## Association Dues

<b>Association Dues</b>	Association Dues are payable to The Woods at Shagbark Condominium Association on the first of each month. The transactions are handled by the Management Company. Please utilize the coupons provided when paying your Association dues by check.
<b>Automatic Electronic Transfer Payment Method</b>	Automatic electronic transfer of monthly dues can be arranged through the property management company. Please call Towne Properties to obtain the form to initiate this handy payment method.
<b>Late Charge</b>	A late charge of \$20 will be added to any account delinquent after the 10 <sup>th</sup> of the month.
<b>Returned Checks (Non Sufficient Funds)</b> 	Any check returned for non-sufficient funds (NSF) will be handled as follows: <ol style="list-style-type: none"> <li>1. Charged back to the individual account.</li> <li>2. A \$20.00 Handling Fee payable to the Association will be charged back to the Unit Owner</li> <li>3. Checks will be held until a replacement check has been cleared for payment.</li> <li>4. Bank charges arising from checks returned due to NSF will also be charged back to the unit owner.</li> </ol>

*Continued on next page*

## Association Dues, Continued

### Delinquency Policy, Fees, and Assessments

Upon the eleventh (11<sup>th</sup>) day of each month, the property management company sends a delinquency notice to the Unit Owner for each unit for which the monthly fees have not been paid. At that same time, the Unit Owner's account is assessed a \$20 late charge.

Per the Declarations and By-Laws, a lien may be filed when an account becomes thirty (30) days delinquent. Unless otherwise determined by the Board, a lien will be filed when an account becomes sixty (60) days delinquent. The delinquent Unit Owner's account is also charged the cost of filing the lien. The Unit Owner is sent a statement monthly until payment is made.

Foreclosure action may be taken when the fees are in arrears by \$500.00, or at anytime prior thereto in the Board's sole discretion. If a foreclosure is initiated, attorney fees and costs are also added to the Unit Owner's account. Any additional costs or attorney fees are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

All fee payments made to a Unit Owner's account after that account becomes delinquent will be applied to the oldest outstanding balance. Late charges will continue to be assessed on the outstanding balance until that account is current.

The property management company will handle the Association's delinquent policy.

### Loss of privileges

All Community Association privileges for unit owners and rental residents will be suspended until such time as the account becomes current. This includes, but is not limited to use of the swimming pool and rental of the Clubhouse.

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

<p><b>Penalty Assessments</b></p>	<p>Unit Owners who do not comply with the policies described in this handbook will be subject to rule enforcement assessments after being reminded of the rule and given notice to cure.</p> <p>The rule enforcement assessment is \$5.00 per day up to \$35.00 per week until the offense is cured (remedied). The assessment will be added to the Unit Owner's account in the same way as other association assessments.</p> <p>Failure to pay the assessment can result in a lien being placed against the property.</p>
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## Reserve Fund

<b>Reserve Fund</b>	<p>The laws of the State of Ohio, past experience of other condominium communities, our own Reserve Study and common sense all indicate that a healthy reserve fund is absolutely necessary to protect the owners' investment in their residential units and to ensure the future viability of our community. Your Board of Directors takes very seriously the issue of setting aside funds to be used in coming years to pay for major capital expenses such as roofs, streets, retaining walls, fences, guard rails and the like.</p> <p>In 2006 and again in 2013, the Homeowners' Association Board of Directors commissioned a Reserve Study specific to The Woods at Shagbark. The company that completed that Reserve Study is <i>Reserve Advisors, Inc.</i>, 735 N. Water Street, Milwaukee, WI 53202. Their website can be found at: <a href="http://www.reserveadvisors.com/">http://www.reserveadvisors.com/</a></p> <p>The Board of Directors also considers undertaking periodic updates to this Reserve Study. Unit Owners and prospective unit owners are invited to inquire through the management company or any Board Member as to the current balance in the Reserve Fund in order to gauge the strength of our financial preparedness for known and unforeseen future capital expenses.</p>
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# Insurance

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## Association Insurance

The Association will maintain appropriate levels of insurance (through a Master Policy) according to the laws of the State of Ohio and the Declarations and Bylaws of The Woods At Shagbark Homeowners' Association.

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## Association Insurance Policy

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

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## Coverage Overview

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

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## Homeowner's Insurance Coverage

Unit Owners should consider obtaining individual homeowner's insurance to provide coverage for personal contents as well as any and all (interior and exterior) additions, improvements, betterments, and upgrades added to the unit subsequent to when the unit was transferred from the developer (builder) to the very first Unit Owner at closing. Such coverage is commonly called "HO-6" insurance.

**Special Note:** The Association (Board of Directors) may make approval of exterior modification requests (decks, patios, etc.) contingent upon the unit owner's agreement to obtain, and keep in force, at the unit owner's expense, a specified level and type of liability and/or casualty insurance on that modification in order to protect the interests of the Association and other owners. Responsibility for maintaining that added insurance coverage would transfer to each subsequent owner of the unit involved. **In such cases, it is the selling unit owner's responsibility** to fully and clearly inform potential buyers of the added insurance (and maintenance) expense. The Woods At Shagbark Homeowners' Association will bear absolutely NO liability for costs arising from the construction, use or maintenance of any exterior modification.

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## Insurance Disclaimer

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

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## Utilities

### Homeowner Responsibility

Residents are responsible for maintenance and payment of their own gas, electric, cable television and land-line phone services, and for calling each provider to initiate service on the date of possession.

The electricity consumed by outside garage (carriage) lights and overhead garage soffit flood lights is on the individual Unit Owner's meter.

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### Association Responsibility

The Condominium Association pays for regular trash collection as well as the electricity, phone service and water used at and near the entry gates, pool and Clubhouse.

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### Personal Water Hose Reels/ Hoses

Personal water hose reels and hoses must be stored in the garage or back patio area when not in use. No hose mounts or hoses are allowed to be stored in flowerbeds.

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### Refuse Collection



The Association, through Local Waste Services, provides trash receptacles in order to keep our community clean. Refuse in receptacles may be placed at the street no earlier than 6:00 p.m. the evening before collection. Collection day is Thursday (subject to change) and collection can begin as early as 6:30 a.m. During the holiday weeks of Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Years, the trash will be picked up on Fridays. Refuse containers shall be returned to the inside of the garage the evening of collection day.

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# Common and Limited Common Elements

## Overview:

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

Those portions of the common element (the porch, patio area, sidewalks and driveway area) that serve only one unit constitute the “Limited Common Elements”. The use, enjoyment and benefit of the “Limited Common Elements” at an individual unit are reserved for the lawful occupants of that unit and their guests.

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## Purpose and Use

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### **Purpose of Common Elements**

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

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### **Prohibited Common Element Activities**

The following is **prohibited** on the common elements:

- playing organized sports
  - lounging
  - parking (bicycles, baby carriages, wagons, toys, vehicles)
  - benches or chairs
- 

### **Porch and Patio Elements**

Patio/porch elements, (limited common element) and any Board approved extension of the patio, may be used for their intended purposes.

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### **Common Courtesy**

It is expected that unit owners will demonstrate common courtesy to your adjoining unit residents relative to noise and activities on patios and porches.

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### **Party Activities on the Common Elements**

Party activities on the common elements and limited common elements (porches and patios) should terminate by 10:00 PM Sunday through Thursday, and 12:00 AM on Friday and Saturday.

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### **Ravine/Creek and Pond**

The pond and the ravine/creek are for scenic purposes only. There shall be no swimming or wading in any portion of the pond or ravine/creek except in the event of an emergency.

Boating, fishing, playing or other recreation is prohibited in all parts of the pond and ravine/creek.

Nothing is to be thrown into the pond or ravine/creek.

Pets or domestic animals are not allowed in any part of the pond or ravine/creek.

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## Purpose and Use, Continued

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### Damage to Common Property

Unit Owners are responsible for the maintenance and repair resulting from damage to the common elements caused by any negligent or intentional act by the Unit Owner, residents of a unit, or guest of any Unit Owner or resident. This includes pets.

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### Watering



Unit Owners are encouraged to water the lawn and shrubs contiguous to their units to preserve the beauty of the grounds and to save the expense of reseeding when grass dies due to heat, dry conditions, or pest infestation.

At least one inch of water is needed each week to maintain the lawn and shrubs. Generally speaking, Gahanna does not receive enough rain each week to sustain the lawn and shrubs without supplemental watering.

Be careful not to over water as it encourages disease and wastes a precious resource. The sprinkler should not be allowed to run more than one hour in any one location.

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### Personal Property

All personal property, such as lawn chairs, bicycles, tables, chairs, etc. must be kept within the patio element or the garage, unless through board approval, there has been an extension to the patio, which would then permit personal property to be placed on the approved patio extension.

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

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# Modifications or Alterations

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**Approval Required**



Board approval is required for any modification or alteration to the common element, or limited common element.

Below is a chart delineating the responsibilities of the unit owner, the Board and the Management Company pertaining to modifications or alterations to common elements or limited common elements.

Special Note: Whenever the Board approves a modification or alteration, it remains the responsibility of the Unit Owner to use only those contractors and vendors who are fully licensed, bonded and insured. The Unit Owner, along with their contractors/vendors shall be responsible for any damages done by those contractors/vendors during their visits to the Shagbark Community.

<b>Unit Owner</b>	<b>Management Company</b>
Submit complete plans that include: <ol style="list-style-type: none"> <li>1. Detailed specifications showing the nature, kind, shape, height, materials, color, and location of the alteration or modification.</li> <li>2. Desired start and anticipated completion dates for the project.</li> </ol>	Obtain comments about the proposed modification and alteration from other Unit Owners common to the same building or the next building if it is an end unit.
Sign the agreement described below.	Present the proposed modification or alteration along with their recommendation to the Board.

**Agreement**

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

1. Define the scope of the modification or alteration approved.
2. Acknowledge that the granting of Board approval does not in any way constitute a change as to how the property being modified or altered is defined, and that it remains defined as common property.
3. Make the Unit Owner, or subsequent Unit Owner, responsible for all added insurance coverage (if required by the Board) as well as all maintenance and or damage repair required by the modification or alteration, irrespective of how that damage was created.

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*Continued on next page*

## Modifications or Alterations, Continued

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**Not  
Recommended  
or  
Not Approved**

Reasons for the Management Company to NOT RECOMMEND, or the Board to NOT APPROVE a submitted plan for modification and/or alteration include, but are not limited to, the proposed modification and/or alteration would

- interfere with common element maintenance (such as lawn mowing, etc.), or
- be aesthetically inappropriate because its appearance, color, character, or materials would conflict with the character of the community.
- Subject the Association (all unit owners), Board Members and the Management Company to an unacceptable level of liability and risk.

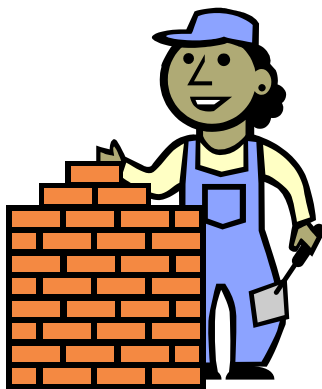
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**Future  
Maintenance**

The Unit Owner, or subsequent Unit Owner, is also responsible for any additional maintenance or repair costs realized by the Association as a direct result of the presence of the modification or alteration.

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*Continued on next page*





**Exterior Modification Application**  
**The Woods at Shagbark Condominium Association**

Name: \_\_\_\_\_ Date submitted: \_\_\_\_\_

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

Description of modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Modification to begin on: \_\_\_\_\_ To be completed by: \_\_\_\_\_

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

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

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

Approved  Disapproved

By \_\_\_\_\_ Date: \_\_\_\_\_

# Satellite Dish Policy



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## Satellite Dish Policy

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

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

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## Installation Guidelines

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

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

The Board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.

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

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*Continued on next page*

## Satellite Dish Policy, Continued

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

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

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

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

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**Application Form**     An application form is provided on the next page. Fill out the application completely and submit it and a plot plan to the Management Company for approval at least two weeks prior to beginning physical installation.

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*Satellite Dish Application Form is on next page.*

# Satellite Dish Application

(Submit Completed Application to the Management Company)

<b>Satellite Dish Application</b>		<b>Date:</b>
Name:	Unit Address:	
Telephone Number:	Alternate Telephone Number:	
<b>Installation Information</b>		
Unit Number:		
Location of Dish ( <u>attach a plot diagram showing exact location of dish</u> )		
Planned Date of Installation:		
Name of Company or Person performing the installation:		
Address:		
Telephone Number:		
<b>The Unit Owner and their Designees (Contractor) Must Comply with the Following:</b>		
<ol style="list-style-type: none"> <li>1. The installation guidelines and responsibilities as outlined starting on page ? of this handbook</li> <li>2. The City of Gahanna and/or other governing agencies permits, building regulations, ordinances, etc., including any final inspection requirement</li> </ol>		
<b>Management Company Recommendation:</b>		
Approval _____		
Disapproval and reason _____		
_____		
<b>Board Action</b>	<b>Authorization</b>	
Approved	By (Board President):	
Disapproved	Date:	

## Flowers, Plantings and Outdoors Considerations

**Flowers**  
**(Amended**  
**July 05, June**  
**06 and Dec. 07)**

Owners are encouraged to plant annual flowers only (vegetables, fruits, and herbs are not permitted) in the mulched common elements immediately adjacent to their Unit or in the mulched elements around common element trees.



Planting along curbs or around poles, posts and common element trees that do not have a surrounding mulch bed is prohibited without prior written Board approval.

Prior written Board approval is needed to extend a mulched element, create a new mulch element, or to create a garden element.



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

Flowerpots are **prohibited** on sidewalks and on any blacktop pavement area.

A single standing flower pot/container is permitted within the existing mulch bed at the front or side of the unit. Both annuals and perennials may be planted within these same front and/or side mulch beds.

Standing flowerpots, flower boxes, planters, trellises, etc. are **prohibited** on the grass elements or mulch beds of the common property, except for those described in the paragraph above.

---

**Hanging**  
**Flowerpots**

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

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

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

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*Continued on next page*

## Flowers, Plantings and Outdoors Considerations, Continued

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### Planters and Flower Boxes



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

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

At the end of the season (by November 1<sup>st</sup>, each year), planter and flower boxes must be removed from view.

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### Bush and Tree Planting

Prior written approval is required before the Unit Owner or resident plants any bush, tree, shrub or similar. All maintenance of bushes, shrubs and trees planted by a Unit Owner is the responsibility of the Unit Owner. Similarly, if a tree, shrub or bush planted by the Unit Owner becomes diseased or dies, the Unit Owner is responsible for removal and disposal.

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### Shepherd's Hooks

Shepherd's Hooks are permitted in the rear limited common element only.

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### Landscape lights

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

The unit owner assumes all responsibility for the landscape light installation and maintenance. Should the lights be damaged in the normal course of property management, such as through lawn mowing etc., the unit owner is responsible for the repair/replacement of the damaged lights.

---

### Decorative Items Such as Bird Baths and Statues (amended July 05)

Statues, statuettes, bird feeders, birdbaths, fountains, ponds, address plaques and decorative art are permitted only in the back limited common elements or any rear landscaping submitted to the Management Company and approved by the Board.

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

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*Continued on next page*

## Flowers, Plantings and Outdoors Considerations, Continued

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### Flags



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

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

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### Wind chimes

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

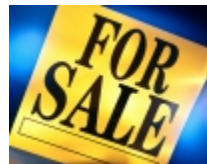
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### Signs



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

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



Realtors' "Open House" directional signs are permitted for a reasonable period of time, generally on the day of the Open House only.

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

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### Exterior surface of building and window coverings

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

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*Continued on next page*

## Flowers, Plantings and Outdoors Considerations, Continued

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### Front Door Decorations

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

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### Storm Doors

The approved storm doors for The Woods At Shagbark are:

**Andersen** - “Series 2000”, “Series 3000” or “Series 4000” Full View with clear glass. (Frosted glass and/or glass with designs is not approved.)

**Larson** – “Signature Series” Full View Storm Door (with clear glass)

- Door color for front of the building is – Forest Green.
  - Door color for the back of the building is – White.
  - Hardware type (brass, pewter, etc.) is to match unit’s door hardware.
- 

### Garage Doors

The garage doors at The Woods at Shagbark Condominium are part of the unit. Because of the short nature of some driveways, it is imperative that Unit Owners manifest extreme care not to damage their garage doors when parking on the driveway. Damaged garage doors can significantly affect the appearance of the community so your board has adopted the following garage door repair policy:

Other than a community effort towards refinishing all of the garage doors, the Unit Owner is responsible for the timely repair of damaged garage doors. With notification of a damaged garage door by management, the Unit Owner will have 14 days to either have appropriate repairs made or to provide a copy of a work order that has been issued to address that repair.

For each day that the garage door is not repaired, or a work order has not been created relative to that repair, the Unit Owner will be assessed a \$15.00 dollar per day assessment.

For the sake of both security and appearance, it is recommended that garage doors be closed when the garage and driveway are unattended.

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### Front Porch Furniture

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

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## Flowers, Plantings and Outdoors Considerations, Continued

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### Holiday and seasonal decorations



A reasonable display of lights and decorations, not causing permanent damage to the building, gutters, and wood trim can be displayed in or on the limited common element of each unit during the holiday season. Nothing shall be attached to any common element. Any damage created by the installation of these holiday decorations is the responsibility of the Unit Owner.

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

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

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### Grilling on Patios and Porches

Grills placed too close to the building may cause damage to the siding. The cost of the repair for damaged siding is the Unit Owner's responsibility.

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### Winter Considerations (Amended July 05)

The use of salt on the concrete porches, walks and patios is **prohibited**. Calcium Chloride and other non-destructive de-icing agents should **NOT** be used. Any gravel or stone grit used on walks, porches and driveways must be swept up and removed (not swept into the mulch beds or lawn) as soon as the snow and ice have melted and the affected surfaces are dry.

---

### Garage Sales & Tag Sales

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



# Vehicles and Parking

## Basics

All Unit Owners must understand that guest parking spots are provided for the guests of Unit Owners.

All parking by residents or guests of residents shall be in the following order:

1. Inside the garage.

If there is no available space within the garage, then:

2. Within the limited common element in front of the garage door.
3. In guest parking spaces. **Warning! Residents are not permitted to habitually park their vehicles in the guest parking spaces.**

From time to time, parking and/or access to garages is blocked due to scheduled maintenance of blacktop areas. (Affected Unit Owners will receive advance notice by mail.) In those circumstances only, parking is permitted in guest parking spaces and along the curb, but only on one side of the street and not within 10 ft. of a fire hydrant, or in such a way as to prevent passage by emergency vehicles.

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## Speed Limit

The speed limit within the community is **15 M.P.H.** Excessive speed and reckless operation is **prohibited**.

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

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## Prohibited



Vehicles will not be parked in any manner that blocks any street or driveway, or the ingress/egress to any other Unit Owner's garage. Because of the limited length of some driveways in the community, those (and only those) specific Unit Owners will have to park utilizing a guest space when their garage is unavailable.

The following is **prohibited**:

- Storing vehicles within the guest parking spaces.
- Allowing friends or family members to park vehicles in guest spaces while the friend or family member goes on vacation or business trips. Vehicles in guest spaces for more than 48 hours are subject to towing at the Owner's expense.
- Parking along any street
- Parking and/or driving on any lawn area.
- Major vehicular repairs are prohibited on common or limited common property.

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## Vehicles and Parking, Continued

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### Repairs



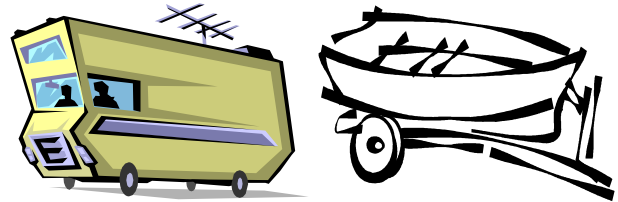
Inoperable vehicles (flat tires, dead battery, expired tags, etc.) will not be parked in any area other than a garage except for short-term emergency service (changing a flat tire, battery jump etc.).

Unit Owners and their guests will make every effort to protect the common property element paving and limited common element property paving, such as using wood to distribute jack pressure, while affecting repairs. Unit Owners will be responsible for any damage created.

---

**Boats,  
Trailers,  
Motors homes,  
Recreational  
Vehicles,  
Trucks,  
Campers,  
Travel Trailers,  
etc.**

Boats, trailers, motor homes, recreational vehicles, trucks (larger than 1 ¾ ton pick-up), campers, travel trailers, etc. may be parked in the driveway for a period no longer than 3 hours without advance approval by the Board or the Board's representative.



### Commercial Vehicles

Parking of Residents' Commercial Vehicles - Vehicles with commercial plates and/or signage, are **not permitted** to be parked on limited common elements (driveways) or common elements (guest parking) at any time.

Commercial moving vans and trucks, or other commercial vehicles in the element to perform service or repair work for a Unit Owner or commercial vehicles performing services or repairs requested by the Board or developer are the authorized exceptions for the length of time necessary to accomplish the service or repair work.

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# Pets

## Pets



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

Animals other than those classified as Household Domestic Pets are **prohibited**. The number and size of the household domestic pets are subject to reasonable limitations. Pets will not be bred or maintained for commercial purposes.

All pets must be on a leash when in the common or limited common element.

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

Pets will not be tethered outside on the lawn, patio, porch, limited common, or common elements.



Animal wastes must be cleaned up immediately. Owners failing to clean up after their pets will be assessed the costs for grounds maintenance people to clean up after their pets. Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the Condominium property upon written notice from the Board.

The cost of repairing any damage done to Association property by an animal, such as to siding etc., will be a special assessment of the Unit Owner responsible for that animal. This shall include damage to the common lawn element, and limited common garden element, caused by urination in the same location.

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

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## Swimming Pool



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**Legal Liability** Because of the level of liability and injury potential associated with having and operating a swimming pool as a part of the Common Elements of The Woods at Shagbark Condominium, it is necessary to have very stringent rules in place and that Unit Owners comply with the rules.

Unit owners who fail to comply with the rules as written open themselves to personal liability as a result of their actions, or failure to act, and as a result of the actions of their guests.

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**Disclaimer and Release** All persons using the pool and pool facilities do so at their **OWN RISK** and sole responsibility. There is **NO LIFEGUARD** on duty. We strongly suggest that no one swim without another capable swimmer present.

The Woods at Shagbark Condominium Association assumes no responsibility for any accident or injury in connection with any use of the pool or deck area.

For the privilege of enjoyment and use of the pool and deck area, all persons (owners, residents, and guests) hereby **RELEASE** Woods at Shagbark Condominium Association from any and all liability and/or damages arising from the use of the pool, pool area, clubhouse, or any portion thereof, and its facilities.

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**Use and limitations** The pool area is opened to all resident members in good standing and their guests between the hours of 10:00 a.m. and 9:00 p.m. daily.

**Each Resident is limited to two (2) guests who are other than family members.**

**Residents are responsible for the behavior of their guests.**

Use of the pool is restricted to owners in good standing and residents of The Woods at Shagbark, and their guests only.

An owner in good standing is one whose dues and assessments are paid in full.

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## Swimming Pool, Continued

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### Guests

**Please be considerate of other residents as to the number of guests you have at the pool.**

**Residents must accompany their guests while at the pool.**

**Persons using the pool and not accompanied by a Woods at Shagbark resident will be considered trespassing.**

**Residents are legally responsible for their guests, and the actions of their guests. Any damage to the pool, pool area, or equipment caused by either a resident or their guest will be billed to the Unit Owner.**

**No guest will be allowed with a resident that is under the age of 18. Any such guest found at the pool without a resident of age 18 years or older will be considered trespassing.**

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### Pool Safety



**No Diving** is permitted into any area of the pool. Diving into a pool, irrespective of water depth, can cause severe injury or death.

There will be **no running** or disruptive behavior on the pool deck, in the pool area, or in the pool.

An adult **must** accompany all children under the age of 14.

The use of safety equipment in any circumstance other than a true emergency is **prohibited**.

Climbing over fences and gates is **prohibited**.

**SAFETY  
FIRST**

**BE  
CONSIDERATE**

**MAINTAIN  
THE FACILITY**

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*Continued on next page*

## Swimming Pool, Continued

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### **Appropriate Pool Behavior**

The pool is for the use and enjoyment of Unit Owners and accompanied guests.

Please adhere to the rules as described in this part of the Handbook.

Unit owners must accompany their guests using the pool. Unit owners may not accompany guests to the pool and then leave. Unit owners are responsible for the conduct of their guests.

Association fees must be current to use the pool.

Swimming is permitted only in garments sold as swimwear. Children in diapers must wear rubber pants over the diaper or diapers designed especially for swimming.

Unit owners will lock the pool gate after entering and when leaving the pool area to preclude unauthorized persons entering or using the pool area.

---

### **Permitted**

The following is permitted within the parameters described:

- Alcoholic beverages and tobacco products are strongly discouraged and anyone consuming either should be considerate of others around the pool.
  - Food items may be brought to the pool area; however, please keep food and trash from entering the pool or remaining on the pool deck. Two trash cans have been placed near the pool for disposal of trash.
  - Flotation rafts and devices are permitted in the pool; however, the user must be considerate of others using the pool. The only toys permitted in the pool are those designed for pool use.
  - Music may be played at the pool. However, headphones must be worn so as not to disturb others.
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*Continued on next page*

## Swimming Pool, Continued

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### Prohibited

- No one is permitted in the pool area during an electrical storm.
  - Animals or pets are not permitted in the pool, deck, or clubhouse area.
  - Bicycles, Skateboards, rollerblades, etc. are not permitted in the pool or deck area.
  - Cooking in the pool and deck area is not permitted except for community events planned by the Woods at Shagbark Condominium Association.
  - Drugs and the use of drugs are **STRICTLY PROHIBITED**. Anyone found using or distributing drugs will be reported to the proper authorities.
  - Glassware, glass bottles, or other breakable items, etc. are not permitted in the pool or deck area.
  - Horseplay, running, diving, screaming, or other boisterous conduct is not permitted in the pool area. The playing of games, such as water “Marco Polo” is prohibited.
  - Loud or abusive language is not permitted.
  - Lounge chairs, chairs, tables, etc. cannot be reserved or moved from the pool enclosure due to the limited number available.
  - Persons suffering from communicable diseases (such as a cold, fever blister, and so on) are prohibited from using the pool.
  - Private pool parties are not permitted.
  - Residents and their guests will be responsible for picking up their own trash after use of the pool. Two trash cans have been placed near the pool for disposal of trash.
  - Wet bathing attire is not permitted in the Clubhouse except for the restroom area. Footwear must be worn when entering the restroom area.
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## Club House Rental and Bulletin Board

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### **Clubhouse Rental**

Unit Owners may rent the Clubhouse for private parties and receptions. There are two fees for this, a \$50. nonrefundable rental fee and a \$200. security fee, which is refundable after the facility is left in good condition. Contact a Board Member or the management company to inquire about renting the Clubhouse.

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### **Bulletin Board**

Between the mailboxes and the Clubhouse there is a glass enclosed Bulletin Board that the Board of Directors and Management Company will use to post important notices.

Please check the Bulletin Board at least once a week for new notices.

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# Gates

## Entry Gates

The gates are designed to limit access to our community to residents, invited family members and guests, and people with whom residents have established a business relationship. The access methods described below will make it easy for residents, family members, invited guests, and others to gain access.

- **Battery operated remote control**
- **Card reader**
- **Digital keypad** for non resident family members and frequent visitors
- **Telephone entry** for infrequent visitors

<b>Gate Remote Controls and Card Reader</b>	The primary methods for opening the gate will be the battery operated remote control or the electronic card reader. Each household will be issued two of the (white) cards for use with the card reader. You will be able to purchase additional remotes and/or white cards at cost from the management company. Replacement cost for a lost remote control is \$50
<b>Digital Keypad</b>	This method will allow you to give your code to friends, relatives, and others whose entry you want to enable. <b>You may request a four number code, such as the last four digits of your phone number, from the management company so that this method can be used.</b> Note: Advise expected guests that they must <b>press “#” first</b> , then the 4-digit code.
<b>Telephone Entry</b>	This method allows visitors to scroll through the listing of residents and press the “Call” key on the box once they have found your name. This will cause your <i>designated telephone number</i> to ring. When you answer, Press <b>9</b> to admit the vehicle at the gate. Be aware that pressing 9 will also end the phone call connection.  <u>Note:</u> <i>Designated telephone number</i> - The call button will ring the phone number you designate. It’s recommended that the phone number you provide is the one at which you can <b>ALWAYS</b> be reached. It can be a cell phone or a land line phone.

## Emergency Vehicles

Our gates have a built in feature that will admit emergency vehicles such as police, fire, and rescue vehicles when needed.

Appropriate emergency responders have been provided with the necessary information so that they can use these features.

*Continued on next page*

## Gates, Continued

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**Power Failure** The gates are equipped with a battery back-up in the event of power failure. If the power is interrupted, the battery back-up will be activated and the gates will swing open for easy entrance and exit during the power outage.

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**Service Access** The service vehicles that commonly have business in the community such as the newspaper delivery, US Postal Service, utility workers, FedEx, UPS, trash pickup, lawn service, and so on will be able to use the Giant Eagle/Stoneridge Drive entrance, which will be open during normal business hours.

---

**Special Event Access and Parking** When you host a party at the Clubhouse, a special short term code will be assigned to your event that will automatically expire shortly after the event is over. Contact the management company at 614-781-0055 to make arrangements for special event access. We discourage giving out the four digit key pad code for use during special events.

Parking at the Clubhouse is extremely limited. While the management at Giant Eagle has been cooperative in the past in permitting Shagbark residents and guests to park in marked spaces behind the store, **DO NOT ASSUME THIS PRIVILEGE**. Coordinate in person (no phone calls please) with a manager on duty before parking at Giant Eagle for a special event at The Woods at Shagbark.

---

**What if I Lose or Misplace My Card?**

- You can purchase a new card from the management company.
- Meanwhile, you can open the gate by:
  - Keying in the four digit code number you registered for your guests use.
  - Using the key pad at the gate to call your unit to get someone at home to release the gate.
  - If you registered your cell phone number, you can
    - find your name on the resident list,
    - press “Call”,
    - answer your cell phone when it rings,
    - press the release code (9).

## Gates, Continued

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### How Can My

- Dog walker
- House Cleaner
- Painter
- Plumber
- Therapist
- Etc.

### Get In?

Have them use either the

- Key pad to enter the number you registered for their use, or
  - Call button that will ring your designated telephone number. You can then release the gate by pressing **9** on the telephone key pad.
- 

### How to Use the Four Gate Access Methods

The four gate access methods are described below.

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#### Card Reader



Hold the face of your electronic key card in front of the little red “eye” on the card reader.

#### Key Pad

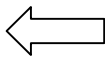


Press “#”, then the keys corresponding to the four digit number you selected and registered with the management company.

#### Electronic Remote

As you approach the gate, press the button on the remote. You may hear a single “Beep” as the gate begins to open.

#### Telephone Entry



- Scroll to the name of the person you want to visit.
  - Press the button labeled “Call”. The gate will open after the unit owner answers the phone and presses the proper key ( 9 ) on his/her telephone key pad.
-

# Moving

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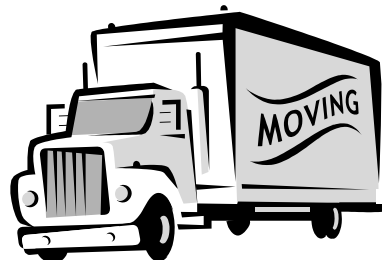
## **Moving Responsibilities**

If you are moving, it is very important to notify the property management company as to the name and contact information of the new Unit Owner. Also, inform the property manager of the expected closing date. It is the current owner's responsibility to make certain that payments of all condominium dues, fees, assessments, etc. are current.

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

### **Special Notes about Moving:**

1. Advise your movers that, due to the trees in the median strip at the Hamilton Road entrance, their trucks and moving vans should enter and leave by way of the gates behind Giant Eagle.
2. The street sign at the intersection of Serenity Drive and Sanctuary Place was installed incorrectly. As a result, a portion of the sign actually extends above the roadway, and is vulnerable to breakage by large trucks that are turning that corner. Please inform any movers of this problem so that damage to the sign and the truck can be avoided.



## Leasing a Condominium

### Leasing Restrictions

Non-owner occupied units shall at no time number more than 30 (25% of the total number of units). There are 118 units in The Woods at Shagbark.

The number of occupants shall be limited to that permitted by local housing, health, and other regulations governing our units.

No unit shall be used for any purpose other than that of a residence for individuals living as a single housekeeping unit.

No unit may be used as a group home, commercial foster home, etc. With this stated, the Board has promulgated the following rules regarding leasing:

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### Unit Owner's Responsibilities

#### Unit owners are responsible -

- for informing the management company prior to tenant move-in when a Unit Owner decides to rent their unit, or when a new or renewal rental agreement (lease) is completed between a unit owner and a tenant.
- for any agents, tenants, tenant's guests, or their agents for their actions and compliance with the bylaws, declarations, and standing rules and regulations per this handbook. The owner's account is the only account recognized by the Board. All assessments to an account are the responsibility of the Unit Owner.
- to hear and report their tenant's requests, complaints, or observations and convey that information to the Board and/or the Board's representative on a timely basis, so that action can be taken, if needed by the Board or the Property Manager.
- to administer their properties, make sure their tenants have knowledge of, and abide by, the Association Bylaws, the Association Declarations, and the Rules and Regulations of the Community as outlined by this Handbook.
- to fulfill their Association responsibilities.
- For keeping the management company and tenant informed of their (Unit Owner's) current address and phone number(s) at all times.

### Tenant's Responsibilities

Tenants are to refer all requests or needs at their unit to their respective Unit Owner or agents of the Unit Owner.

Except in the case of dire emergency, all tenant inquiries are to be directed to the Unit Owner or Owner's agent.

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## Leasing a Condominium, Continued

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**Written Document**

Every lease and renewal lease covering a unit of a condominium shall be in writing and duly executed by the parties thereto. It shall contain all provisions required by this handbook and shall not be for a period of less than one year.

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**Copy of Lease**

A copy of the tenant's lease is to be recorded with the property manager, along with a signed acknowledgement (tenant's signature) of these Rules and Regulations (the Handbook).

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