

**WELCOME  
TO  
THE METROPOLITAN CONDOMINIUM**

January 28, 2008

**CONDOMINIUM LIVING**

This booklet has been designed to answer some of the questions residents may have about condominium living and the rules and regulations for Metropolitan Condominium. Every effort has been made to insure these rules and regulations are in compliance with the Declarations & Bylaws; however, if there is a conflict the Declarations & Bylaws shall take precedence.

What is condominium living? It is home ownership with many of the duties of ownership included in the monthly association fee. The services provided to condominium living mean increased freedom from some of the chores such as grass cutting, painting, and snow removal. Condominium ownership is like individual home ownership in that the condominium owner has the responsibility for certain portions of his/her unit. A list of the maintenance responsibilities for the individual owner and the Association are included in this booklet.

**HOMEOWNERS ASSOCIATION**

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

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

The major responsibility of the Association is to protect the investment and maintain the value of the property owned by the members. This is done by providing for the physical maintenance and operation of the common property. The Association also has the responsibility of enforcing the master regulations and architectural controls.

Please remember that it takes effort and cooperation to keep our community "looking good". Residents are encouraged to participate in the formation of committees and serve as officers on the Board of Directors.

## **DECLARATION AND BYLAWS**

The Declaration details each owner's property rights and the conditions on the use of his/her property and his/her rights and obligations in the Association. Each owner receives a copy upon buying their unit.

The Bylaws delineate the meetings process, election procedures, powers and duties, Board of Director meetings, committees, insurance requirements and limited use restrictions. Residents are urged to read their Bylaws. In case of any questions, the Condominium Documents are the source for answers.

## **PROPERTY MANAGER**

The Property Manager for the Metropolitan Condominium Association is responsible to the Board of Directors for carrying out the day-to-day operations of all Association business and commonly held real property. Owners should report any problems, requests, etc. directly to the Property Management firm except those problems that are covered under warranty. Those problems should be reported in writing to the developer with a copy sent to the Board of Directors.

The management contract will generally run for a period of one year. The current Property Manager is:

**Patterson Merkle & Associates**  
**4900 Reed Road, Suite 230**  
**Columbus, OH 43220-3164**  
**(614) 235-1187**

**To report emergencies after regular business hours, call the answering service at: (614) 221-7985**

## **SALE OR RENTAL OF UNIT**

When you decide to sell your unit, you need to transfer the Condominium Documents and this booklet to the new owners. The buyer will become a member of the Association and be subject to the Declaration and Bylaws.

If you rent or lease your unit, your written lease agreement must contain all provisions required under Article III, Section 2 (g) Renting and Leasing, of the Declarations.

## GENERAL INFORMATION

### INSURANCE

The Condominium Association insurance covers all Common Elements and Units with exception of personal property. Personal property is basically any item that was not present when the unit was completed. These items are things that you brought with you and that may be removed if you should leave. Unit owners should also have liability insurance and may wish to carry "tenants' improvements and betterments". See Article XI of the Declarations.

### FEES AND ASSESSMENTS

Association fees are payable to "The Metropolitan Condominium Association" on the first of each month in advance. Fees should be sent to Patterson Merkle & Associates.

The monthly fees shall be determined by the Board of Directors, based upon the annual budget. It must cover the common operating expenses and an amount to be put into the reserve account for future capital improvements (i.e. roofs, elevator, concrete).

## RULES AND REGULATIONS

### PURPOSE

The purpose of the Rules and Regulations of the Metropolitan Condominiums is to establish rules within the framework of the association's Declaration & Bylaws, as well as local, state and federal codes and applicable regulations, in a manner which will allow the occupants of the condominium to live in an environment acceptable and beneficial for all. It is incumbent upon each unit owner and resident to know and observe these Rules and Regulations and insure their guests also abide by them. We urge all residents to comply with the rules and regulations and to respect all persons attempting to enforce them.

### ENFORCEMENT & PROCEDURES

Reported infractions will be handled at the discretion of management and the Board of Directors. Circumstances will dictate the procedure to be used in handling an infraction (i.e. phone call, written notice, investigation, enforcement charge).

### MANAGEMENT

The present management agent for Metropolitan Condominium is Patterson Merkle & Associates. If you need a plumber, electrician or any other such service, Patterson Merkle can be helpful. They maintain a roster of contractors whom they can recommend. Regular hours phone number is 235-1187, or the after hours emergency maintenance number is 221-7985. Any emergency service provided by Patterson Merkle for inside of Unit, will be the Unit Owners responsibility and they will be charged for the service.

All warranty work should still be directed to the developer. All requests should be in writing with a copy to the Board.

## **GENERAL RULES OF CONDUCT**

### **1. COMMON AREAS**

Except as otherwise provided, the Common Areas shall be used for the sole and exclusive use, benefit, and enjoyment of unit owners for the purposes and in the manner in which such areas and facilities are ordinarily used. In addition:

A. Unit owners are responsible for the maintenance and repair resulting from damage to the common property caused by negligent or intentional acts by the unit owner, resident, or guest of the owner.

B. Unit owners shall be responsible for keeping Common Areas clear of all personal articles.

C. Children shall not be permitted to play or climb on or otherwise jeopardize lamp posts, trees, shrubbery, parked vehicles, fences or other structures. Children shall not be permitted to ride bicycles and skate boards or use roller skates and roller blades in and out of the garage area or common areas. This is not only dangerous, but can be annoying to residents.

D. The Common Areas are **not** to be used for activities which may be detrimental to lawn, shrubs, trees, sidewalks, and other structures.

E. Nothing may be attached to the outside of the building.

F. Elevator – All move-in's and move-outs will consist of notifying the property manager or landlord of such move no less than 48 hours prior to scheduled move so that the elevator pads are installed prior to move. The property manager or landlord will inspect the elevator and all pertinent areas relevant to unit move no more than 24 hours prior to move so as to assess if any prior damage exists. Once move is complete, resident shall again contact property manager or landlord within 24 hours for final inspection of elevator, pertinent areas relevant to unit move and removal of elevator pads.

### **2. LANDSCAPING**

A. Due to the limited amount of landscaping, owners/residents will not be permitted to plant flowers, shrubs, etc. in the common areas.

### **3. EXTERIOR DECORATIONS**

A. No signs may be displayed to the public view on the exterior or interior of a unit except those approved by the Board. One professionally prepared sign advertising the unit for sale or lease may be placed on the **interior** side of a window (Article III, Section 2, item (h) Signs).

B. Holiday decorations are permitted, but should be displayed only during the holiday season.

C. College flags or team banners may be displayed only on game day.

### **4. BALCONIES**

A. Balcony may not be used as storage for items other than **exterior** furniture.

B. No towels, clothing, sheets, blankets, etc. are to be hung from the balcony.

C. **No grills will be permitted** due to insurance restrictions and fire safety.

**5. PETS (see Declarations, Article III, Section 2 (k), Animals)**

**Not more than two (2) household domestic pets**, not bred or maintained for commercial purpose, may be maintained in a Unit, provided that:

A. The maintaining of pets shall be subject to such rules and regulations as the Board may from time to time promulgate. All pets must be registered with the Association.

B. Pet owners will be responsible for removing animal waste **immediately** from all Common and Limited Common Areas. Pets must be maintained on a leash (not longer than six feet in length) at all times. No pet shall be tethered or left outside in the lawn or common areas.

C. Owners shall be required to repair any damages done by their pets to the Common Areas or to other units within 15 days.

D. Owners shall be required to take whatever action is necessary to prevent their pets from annoying others. In particular, continuous animal noise, whether in the Common Areas or within units, or balconies will not be permitted.

E. Owners will receive a written warning for the first offense, will incur an enforcement charge of \$25.00 for the second offense, and a charge of \$50.00 for any third or succeeding offenses. Any charges are payable to The Metropolitan Condominium Association.

F. The right of an occupant to maintain an animal in a unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates detrimental effect on the Condominium or other units or occupants.

**6. FLOORS REQUIRING CARPET OR RUGS**

In order to maintain a high-quality residential community and to minimize sound and sound vibration transmission to other units, not less than 100% of the floor space of each bedroom, and not less than 75% of the floor space of every other room in each Unit (except closets, kitchens, baths, and hall entryways) must be carpeted (which may include installed carpet or area rugs). This rule does not apply to second floor units (first floor being the garage area).

**7. PARKING**

A. Parking is only permitted in garage and lined spaces. Owners are responsible for controlling their guests parking.

B. No parking is permitted at anytime on the grass or in any manner that impedes passage of vehicles on the street or blocks access to the garage.

C. No vehicle shall be parked so that it extends beyond the curb line into the street.

D. No boats, recreational vehicles, trucks exceeding one ton, trailers or other recreational vehicles are permitted to be stored in parking spaces.

E. Vehicles which do not have current license plate stickers, tags on front and rear, or are not operational are not to be stored or parked in parking spaces.

F. No repairs or maintenance may be performed on any vehicle in the parking spaces except emergency repairs.

G. Violation of these rules will result in towing of offending vehicle at the owners expense.

## **8. REFUSE**

Trash, garbage, and other waste must be deposited in the community trash compactor.

## **9. FIREARMS**

No firearms, including BB guns, bows and arrows, slingshots or other weapons discharging a projectile, may be discharged on the condominium property.

## **10. CONDOMINIUM FEES & LATE CHARGES**

Condominium fees are due on the first day of the month. Fees paid after the 10<sup>th</sup> day of the month will be assessed a \$ 20.00 late charge. Any and all condominium fees that remain unpaid for 60 days after they are due will result in a property lien (charge of \$ 75.00 to owner – subject to change) or small claims court action by the Board of Directors. Fees more than 90 days in arrears will result in foreclosure proceedings against the owner. Fees should be made payable to: Metropolitan Condominium Association and mailed to:

Patterson Merkle & Assoc., Inc.  
4900 Reed Road, Suite 230  
Columbus, OH 43220-3164

## **11. WATER USAGE**

Everyone is reminded to be conservative when it comes to water usage. During times of water emergencies, outside water usage may be limited by the City of Columbus.

## **12. WINDOW COVERINGS**

The Developer is providing window blinds. **If an owner installs curtains or lined drapes, that are visible from the exterior of the unit, they must show a neutral color or lining (i.e. shades of white).**

## **13. HALLWAY DOORS AND WINDOWS** (see Declarations, Article III, Section 2 (n))

Owners must provide the Board a written request for approval prior to replacing a hallway door, windows, lights, etc. No exterior changes are to be made without the approval of the Association. No owner or tenant may hang or place anything on the outside walls, such as antenna, sign, awning, etc. Satellite TV dishes must have the written approval from the Association before they are installed.

## **14. EMERGENCY ACCESS**

In case of an emergency, please provide the Board with owner/resident home and work phone numbers. For those units left unoccupied during the winter, please notify the Board of the dates you will be gone and who has a key in case of emergency.

## **15. NUISANCE AND NOISE**

Please do not disturb your neighbors. Radios, stereos, television sets, loud parties, etc., should be kept at a reasonable level at all times. Any undue noise (can be heard within other units) between the hours of 9:00 P.M. and 9:00 A.M. will be considered a nuisance. If speaking to your neighbor does not alleviate the problem, you should call the police.

## **16. INVESTOR RULES**

A. Owners who lease their units must supply management with the names and phone numbers of the tenants.

B. Owners must provide tenants with a copy of the current Rules and Regulations and all other items required by the Declarations and Bylaws.

## **17. PROCEDURE FOR ENFORCEMENT OF VIOLATIONS** (section 6, page 17 of Declaration)

**Notice.** Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, By-Laws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

- (1) A description of the property damages or the violation
- (2) The amount of the proposed charge or assessment
- (3) A statement that the owner has a right to a hearing before the Board to contest the proposed charge or assessment
- (4) A statement setting forth the procedure to request a hearing
- (5) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment

**Hearing.** A unit Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the violation notice. If the Unit Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a unit owner requests a hearing, the

Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owner with a notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owner.

**Manner of Notice.** Any notice to be served as follows:

(1) Upon the Unit Owner or Occupants at the unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Unit or alternate address provided by the Owner.

(2) Upon the Association, shall be delivered personally to any officer of the Association or to any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer or to the management company.

**18. WATER BEDS** – water beds are not permitted due to potential damages to other units within the building.

**19. OWNER RESPONSIBLE FOR DAMAGE TO OTHER UNITS**

Owners are responsible for the maintenance and/or replacement of all equipment and fixtures in their unit. Malfunctioning equipment and/or fixtures which cause damage to another person or unit is the responsibility of the offending owner, who is liable for all repairs and damages involved (i.e. leaking hot water tank, leaking washer hose, etc.).

For the safety and well-being of your immediate neighbors, be especially watchful that the plumbing drainage, cooking and heating facilities in your unit are maintained at all times.



**METROPOLITAN CONDOMINIUMS  
EXAMPLES OF MAINTENANCE RESPONSIBILITY**

<u>DESCRIPTION</u>	<u>UNIT OWNER</u>	<u>ASSOC.</u>
Balcony – floor and railings		X
Doors: interior, locks, weather-stripping, screens, etc.	X	
Fireplace: stacks, chimneys, interior unit, etc.	X	
Floors: interior carpet and other finished material	X	
Foundation walls, footers		X
Garage		X
Heating and air conditioning equipment and appliances (except hallway)	X	
Landscaping: lawn, shrubs, trees		X
Lights in common areas		X
Electrical: wiring etc. serving one unit	X	
Exterior lights serving one unit (i.e. balcony)	X	
Painting exterior trim, etc.		X
Pipes: gas, water, sewer, etc. serving one unit	X	
Pipes: gas, water, sewer, etc. serving more than one unit		X
Roads and sidewalks		X
Roof		X
Walls: supporting interior and exterior		X
Walls: interior drywall, ceilings, paint, wallpaper	X	
Windows: frame, sash, jambs, hardware	X	

Note: please refer to Declarations Article V, Section 2, page 10 & 11  
"Composition of Units" and Article IX page 22 & 23, Maintenance and  
Repair for further details