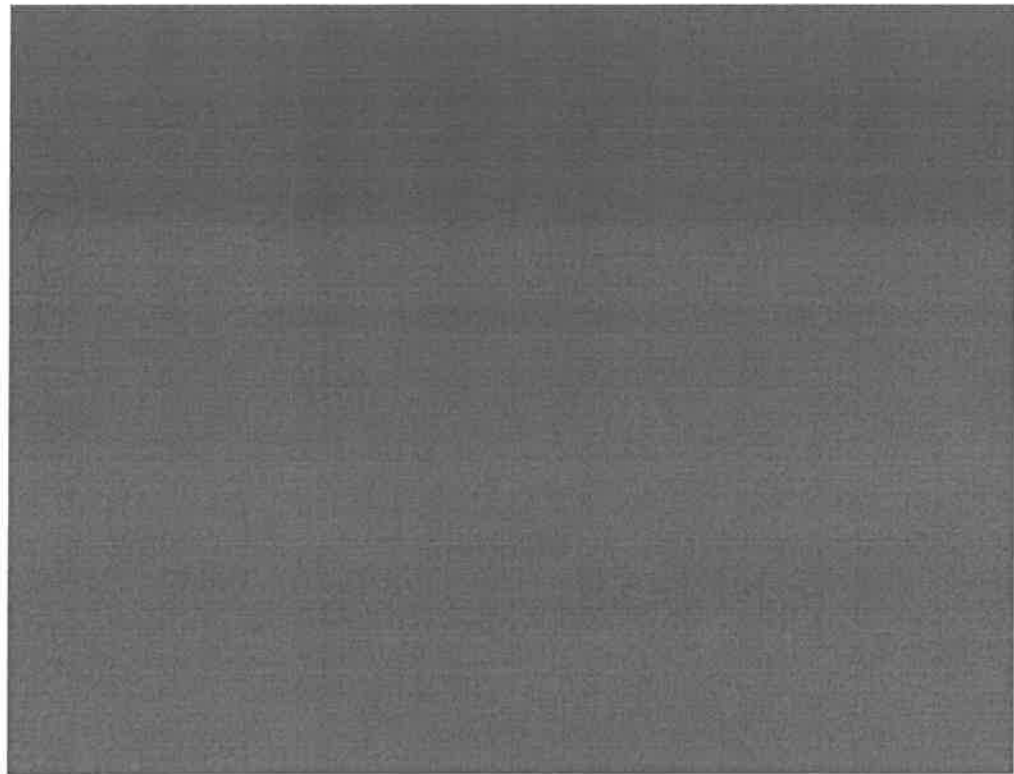




COMMUNITY HANDBOOK

THE ORCHARDS AT BIG BEAR FARMS CONDOMINIUMS

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Owner Information Sheet, Variance Request, Applications, Complaint Form, Maintenance Request, etc.	

Association members may request changes to the Handbook by forwarding the request to the Association Board of Directors, in writing, stating the modification requested, along with the requestor's rationale. The requestor will receive notice of the action taken by the Board of Directors.

WELCOME TO THE ORCHARDS AT BIG BEAR FARMS CONDOMINIUMS!

On behalf of all your fellow residents and neighbors, welcome to The Orchards at Big Bear Farms Condominium Association! We believe that we live in one of the best communities in central Ohio; and hope that you enjoy your unit and our neighborhood.

The Orchards at Big Bear Farms Condominiums, developed by Epcon Communities, is located in Powell, a suburb of Columbus, Ohio. The Orchards include 112 residences in 28 buildings, and various common elements for the enjoyment of all residents.

The community is divided into 6 parcels and was built in 2 phases, between 1998-2002. you will find 1-story Villa, Abbey, and Canterbury floor plans in addition to the 2-story Chateau floor plan. All floor plans offer a 1 or 2 car garage with pull down stairs to attic storage, first floor laundry and either a garden-style patio with privacy fence or a sunroom.

Amenities include a Clubhouse with party room, library, and exercise room. There is an outdoor swimming pool with controlled access. A large open area lies mid-way through the community and an orchard garden is located at the rear of the community. Residents are welcome to walk through the natural wooded area and relax on benches placed there for their enjoyment.

Homeowners in this community enjoy the exterior-maintenance-free lifestyle! The Orchards at Big Bear Farms attract folks from all stages of life – from young professionals to active senior citizens. Baby boomers are especially attracted to The Orchards at Big Bear Farms as they desire ranch style condominiums that are low maintenance and offer a sense of community.

The Board of Directors and Management of The Orchards at Big Bear Farms Condominium Association has prepared this Property Handbook as a source of general information about the Association for its Owners. This Handbook is not a substitute for the Condominium Declaration and Bylaws, which should be read by every Owner and Resident. In the event of a conflict between this Handbook and the Declaration, the Declaration is the controlling document. Questions about the Association and its activities should be directed to the Property Management Company.

The purpose of this document is to establish rules that will preserve our asset (the community) and provide for 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 the Board, pursuant to the Declaration and Bylaws, adopted these rules. The Board may amend the rules from time to time, as conditions change. Such change will prompt a revision page, or pages, to this Handbook that will be issued to each Unit Owner.

Again, welcome to The Orchards at Big Bear Farms and as always, should you ever have any questions, comments, or concerns, please do not hesitate to contact us.

Your neighbors,

The Orchards at Big Bear Farms Condominium Association

DEFINITIONS AND TERMS

ASSOCIATION

Each Unit owner of a Unit is a member of The Orchards at Big Bear Farms Condominiums Association, a not-for-profit corporation created by filing the Articles of Incorporation with the Secretary of the State of Ohio.

ARTICLES OF INCORPORATION

The Articles, filed with the Secretary of State of Ohio, incorporating the Orchards at Big Bear Farms Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio.

BYLAWS

All Ohio condominium communities operate and function according to the condominium statute in Ohio Revised Code 5311 and the provisions of the Bylaws. They include, but are not limited to, the written rules for conduct for the officers and Board members of the Association. Bylaws provide for meetings, elections of a Board of Directors and officers, filling vacancies, notices, types and duties of officers, committees, Association fees (assessments), and other routine conduct. Every Unit owner should receive a copy of the Condominium Bylaws when closing on their Unit.

COMMON ELEMENTS

Includes all of the Condominium Property, including the land and the buildings, such as the pool and Clubhouse, except that portion described in the Declaration as constituting a Unit.

LIMITED COMMON ELEMENTS

Are those portions of the Common Elements serving exclusively one Unit or more than one Unit but less than all Units. The enjoyment, benefit, or use of the Limited Common Elements are reserved to the lawful Occupants of the Unit or Units. The Limited Common Elements are defined in the Declaration and include: a fenced-in patio area and the hard surface/concrete pad; the walkway and driveway in front of the garage of each Unit, and the mulched area between the grass and outer edge of the walkway.

Before planting any landscape materials in the Limited Common Elements, Unit owners must submit a Variance request and obtain approval of the Board of Directors. Owner-planted landscape materials in the Limited Common Elements must be kept free of weeds and well-maintained. The maximum height of any and all plantings in this area must be maintained at no more than 42" height at maturity.

PRIVATE AREA

Is the portion of the Common Elements serving exclusively one Unit. The enjoyment, benefit, or use of the Private Area is reserved to the lawful Occupants of the Unit. The Private Area is defined as the mulched area between the Unit and the inner edge of the walkway.

Unit owners may plant landscape materials in this private area without prior written approval of the Board of Directors, however, this Private Area must be kept free of weeds and well-maintained. The maximum height of any and all plantings in this private area must be maintained at no more than 42" height at maturity.

CONDOMINIUM UNIT OWNERS' ASSOCIATION OPERATING ASSESSMENTS (MONTHLY FEES)

Is the monthly fee due to the Association for common expenses relating to maintenance and community management. The monthly payment is collected by Towne Properties, the Association's Community Association Management Company, and is due on the first day of each month.

Payment coupons and payment are to be sent to Towne Properties, PO BOX 742632, Cincinnati, OH 45274-2632.

Any questions about the billing process or using direct withdrawal must be directed to Towne Properties. Any Unit owner whose payment is received after the 10th day of the month will be charged a \$25.00 late fee.

DECLARATION (MASTER DEED)

Establishes the existence of and further governs the use and maintenance of the Condominium Property. All Ohio condominium communities operate and function according to the condominium statute in Ohio Revised Code 5311 and the provisions of the Declaration. It includes legal descriptions of the Condominium Property, the nature and scope of the development project, and several provisions regarding the use of the Units and Common Elements, including the Limited Common Elements. Every Unit owner should receive a copy of the Condominium Declaration when closing on their Unit.

CONDOMINIUM INSURANCE

The Association maintains appropriate levels of insurance according to Declaration and Bylaws. A copy of the Association's Certificate of Insurance may be obtained from the Community Association Manager. Unit owners are responsible for their own property and personal possessions insurance coverage

ENFORCEMENT ASSESSMENT

Is a charge levied against Unit owners who have failed to comply with the Declaration, Bylaws, or Rules and Regulations. The Board of Directors is authorized, through the Declaration, to charge enforcement assessments. Unit owners are also responsible for any violation of the Declaration, Bylaws, and Rules and Regulations of their Occupants, including tenants and guests. See Rules and Regulations Section found later in this Handbook.

NAME

The name of this community is The Orchards at Big Bear Farms Condominiums; however, the community is often referred to as The Orchards at Big Bear Farms or The Orchards.

UNIT OWNER

Is the person(s) or entity (i.e. LLC, Corp, Trust, etc.) that is the Unit owner(s) of record with the Delaware County Recorder.

COMMUNITY ASSOCIATION MANAGER

The Board of Directors hire a community association management company to manage the day-to-day maintenance and management of The Orchards at Big Bear Farms. The community association management company assigns a community association manager to work closely with The Orchards at Big Bear. The community association manager follows the Condominium Declaration and Bylaws and this Handbook and takes direction from the Board of Directors. Towne Properties is the current community association management company. See Contacts Section found later in this Handbook.

RULES AND REGULATIONS

The Rules and Regulations of The Orchards at Big Bear Farms Condominiums are established by the Board of Directors in accordance with the provisions of the Declaration, Bylaws, and Ohio law. It is each Unit owner and Occupant's obligation to observe these Rules and Regulations. The current Rules and Regulations supersede all previously published or announced Rules and Regulations. Violation of these Rules and Regulations may result in enforcement assessments against the Unit owner in violation or suspension of the Unit owner's voting rights and use of amenities. See Rules and Restrictions Section found later in this Handbook. This Handbook is intended to supplement, not replace, the Declaration and Bylaws, which are recorded with the County.

In the event there is an inadvertent discrepancy between what is expressed in this Handbook and the recorded documents, the Declaration and Bylaws will govern.

This Handbook applies to all Unit owners, Occupants, and guests. However, Federal and State Fair Housing laws may require the Board to make reasonable accommodations of the Handbook rules and regulations or to allow a reasonable modification of the Condominium Property for the disabled upon request.

UNIT

A single dwelling within a 4-Unit building.

VOTING MEMBER

The Unit owner of a Unit at The Orchards at Big Bear Farms who is in good-standing with the Association (having no delinquencies and no outstanding violations). There is one vote per Unit. Tenants are not voting members.

OCCUPANT AMENITIES AND SERVICES

COMMUNITY ASSOCIATION MANAGEMENT

The Community Association Management Company ("Management Company") handles the day-to-day operations of the community, is responsible for facilitating the reasonable maintenance and repair of all Common Elements and Limited Common Elements, collecting the monthly fees, paying Association-related bills, managing, and maintaining the operating budget and capital expenditures budget, and retaining accurate financial records. The Management Company servicing The Orchards at Big Bear Farms Condominiums is:

Towne Properties

Attn: Matt Rister

777-A Dearborn Park Lane

Worthington, OH 43085

Phone: 614-781-0055

Email: MattRister@TowneProperties.com

Fax: 614-781-0832

REVIEW OF EXTERIOR ADDITIONS/CHANGES

All plans for exterior additions or modifications to the Unit, Limited Common Elements or Common Elements must be submitted to the Community Association Manager and approved by the Board of Directors prior to any work beginning. This includes, but is not limited to, adding, or changing landscaping in the Limited Common Elements and/or Common Elements (except as otherwise provided above), adding a patio or attachments to the exterior of the Unit, and replacement of any part of the exterior of the Unit, including doors and windows. The Community Association Manager is happy to assist the Unit owner in determining whether their request could be considered for approval by a preliminary discussion with an email sent to their attention.

The Management Company and Board of Directors are responsible for reviewing requests for exterior modifications to Units, the Common Elements, and Limited Common Elements, as further outlined in Declaration Article III, Section 2(o). They are charged with enforcing community standards to protect the deed restrictions and aesthetics of the community. Besides reviewing these requests, the Management Company and Board of Directors also have the authority to enforce the terms of and pursue correction of violations of the Declaration, Bylaws, and Rules and Regulations, including any exterior restrictions contained in this Handbook. The Board of Directors expect Unit owners and Occupants to examine their own properties and comply with the rules and regulations of the community. As needed, the Board of Directors will pursue correction of any violation of the deed and community standards.

Enforcement procedures are in place to alert Unit owners when a violation is noted. Legal action may be taken against Unit owners who fail to comply with the deed and community standards. Exterior applications, reviews, and deed violation issues are usually dealt with during the Board of Directors' monthly meetings.

COMMON ELEMENTS

The Common Elements are for the use of all Occupants in good standing, and their guests. Reasonable repair, maintenance, and replacement of the Common Elements are done at the Association's expense and at the direction of the Board of Directors. The monthly Association fee pays for the maintenance of these amenities.

CLUBHOUSE

The Clubhouse, located at the entry to the community, features a party room with kitchenette, a library, and an exercise room. All Occupants are welcome to use the library and exercise room. The party room may be reserved for private parties for a fee.

REFUSE SERVICE

Rumpke Waste Services provides refuse service for The Orchards at Big Bear community. Collection day is normally on Wednesday; however, the schedule may change during a holiday week. Rumpke Waste Services observes six major holidays during the year – New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Should one of these holidays fall on Monday, Tuesday or Wednesday, collection will take place on Thursday. The change is effective only during the week of the holiday. The week after the holiday, collection will resume to its normal schedule.

SWIMMING POOL

Located behind the Clubhouse, the swimming pool is open Memorial weekend through Labor Day. Pool passes are required for admittance to the pool area. Occupants use the pool at their own risk; there are no lifeguards on duty. For more information, see the Rules and Restrictions Section found later in this Handbook.

Snow Removal

The Association contracts with a local company for snow removal service. The Association performs reasonable snow removal for the street and driveways only. The contractor will remove snow after more than 2 inches have accumulated. Questions regarding snow removal should be directed to the management company.

UTILITIES

Water, sewage, and refuse collection fees are paid by the Association through the monthly fees. Occupants are responsible for maintenance and payment of all other utilities.

COMMUNITY LEADERSHIP

BOARD OF DIRECTORS

The Board of Directors is made up of six Unit owners or spouses of Unit owners. These Unit owners, elected by the Unit owners, voluntarily dedicate their time, and concerns to serve the interests of the community. They are elected to three-year terms during voting at the annual meeting. Director terms are staggered so that each year two members are elected to serve three-year terms. They must be able to attend monthly board meetings.

The Board of Directors is responsible for setting policies and enforcing the community standards included in the Orchards at Big Bear Farms Declaration, Articles of Incorporation, and Community Handbook. They approve the annual operating budget and capital expenditures. The Directors meet at the Clubhouse on a monthly basis. Notice of meetings are included in the community newsletter and posted at the entry.

Unit owners are encouraged to attend the Board of Director meetings. A Unit owner wishing to address the Board of Directors about a specific topic may do so by contacting the Community Association Manager in writing, at least one week prior to the Board meeting, providing the topic to be discussed.

The Board of Directors may suspend the right of a member of the Association to vote for failure to pay monthly fees when due (or any assessments owed to the Association), or for failure to observe the terms of the Declaration, Bylaws, and Rules and Regulations.

BUILDINGS & GROUNDS COMMITTEE

The Buildings & Grounds Committee is made up of Unit owners/Occupants who voluntarily serve as liaisons to the Board of Directors. This committee makes recommendations to the Board of Directors pertaining to the maintenance of building exteriors, landscaping, trees, utilities, and capital projects. This committee meets as needed; there are no regularly scheduled meetings.

CLUBHOUSE COMMITTEE

The Clubhouse Committee is made up of Unit owners/Occupants who voluntarily oversee maintenance, use and reservations for the Clubhouse. This committee meets as needed; there are no regularly scheduled meetings.

GARDENS COMMITTEE

The Gardens Committee is made up of Unit owners/Occupants who voluntarily serve as liaisons to the Board of Directors. This committee makes suggestions to the Board of Directors pertaining to the continuing beautification of the community and promotion of the long-term care of the garden and entry areas to the community. The members actively participate in caring for the gardens. The Gardens Committee meets monthly at the Clubhouse.

NEWSLETTER COMMITTEE

The Communications Committee is made up of Unit owners/Occupants who voluntarily create and distribute a monthly newsletter. The newsletter contains timely information regarding neighborhood news, activities, and notices of meetings in the community. This committee meets monthly at the Clubhouse.

SOCIAL COMMITTEE

The Social Committee is made up of Unit owners/Occupants who volunteer to organize social events and activities for all Orchards at Big Bear Farms Occupants. The events are organized to encourage Occupants to participate in and socialize with neighbors. The Social Committee meets every other month at the Clubhouse.

SWIMMING POOL COMMITTEE

The Swimming Pool Committee is made up of Unit owners/Occupants who volunteer to oversee distribution of a yearly pool pass to Occupants (when the Unit is in good standing) and observe maintenance and activities of the pool. The committee meets as needed; there are no regularly scheduled meetings.

RULES AND REGULATIONS

CLUBHOUSE PARTY ROOM

The Clubhouse is for the private use of the Occupants. The Association takes pride in presenting Occupants with a beautiful party room, library, and exercise room. The following Rules and Regulations have been established to permit Occupants to enjoy using the Clubhouse Party Room without infringement upon other Occupants and guests.

The Clubhouse Party Room may be reserved for personal use, including meetings, parties, and social functions (collectively referred to as "events"). Meetings are limited to Occupants and Committee meetings. The Clubhouse Rules and Regulations apply for all events. A walk-through request can be arranged prior to reservation and after the event.

Occupants reserving the Clubhouse Party Room do so with the understanding that it is an Occupant-function and that the Occupant must be present for the full duration of the event.

The Unit owner is responsible for the actions and behavior of Occupants and their guests, any damage to the Clubhouse, its contents, or theft of any Association-owned property.

In the event a Unit owner is not in good standing (delinquent in payment of monthly fees or other assessments owed to the Association by more than thirty days or in violation of the Declaration, Bylaws, or Rules or Regulations contained in the Handbook), the ability to reserve the Party Room may be suspended.

To reserve the Party Room, see Clubhouse Rules and Regulations - Attachment 6; Clubhouse Reservation Agreement - Attachment 7; and Clubhouse Cleanup Check List - Attachment 8. These attachments are found under Attachments later in this Handbook; they are also located in the Clubhouse above the drinking fountain.

The Clubhouse Party Room is available without charge to the Association's Board of Directors, Committees and Clubs for meetings.

Party Room reservations are available between 9:00 a.m. and 11:00 p.m. Sunday through Thursday, and 9:00 a.m. and 12:00 a.m. on Friday and Saturday.

A security deposit of \$175.00 and a non-refundable reservation fee of \$100.00 will be collected at the time the reservation is approved. The three attachment forms must be completed, including the necessary security deposit and reservation fee checks, and submitted to the Clubhouse Reservation Chairperson (contact information is on Attachment 7, Clubhouse Reservation Agreement) at least 14 calendar days prior to the requested reservation.

The Clubhouse must be returned to a clean, orderly, and proper condition by the reserving Occupant.

The furniture must not be moved in the Clubhouse without prior, written Board approval.

Occupants must be 18 years of age or older to rent the Clubhouse.

The capacity of the Clubhouse is limited to 51 people. No functions will be permitted for larger groups, except for the annual meetings or special Association meetings.

The reserving party must furnish equipment and supplies such as silverware, plates, cups, glasses, and cleanup materials. The coffee urns and punch bowl must be cleaned and stored properly by the reserving party after each use.

The Clubhouse is a non-smoking facility. Smoking is not permitted anywhere in the Clubhouse, including the restrooms and foyer.

A key is required for entry to the front door of the Clubhouse. The Community Association Manager provides one key per Unit to the Unit owner. If lost, a \$25.00 replacement fee will be charged.

The key to the party room is available from the Clubhouse Reservation Chairperson.

The reserving party will have exclusive use of the party room only. Guests are not permitted to use the pool or pool area, the exercise room, or the library. Violation of this policy may result in forfeiture of the security deposit.

Other Occupants and their guests must refrain from entering the party room when a reserved event is in process.

10 standard parking spots as well as handicap spaces are available at the Clubhouse. Overflow parking must be directed to Sawmill Circle, not on the street. Cars parked on the street may be towed and stored at Unit owner's expense.

In consideration of other Occupants, refrain from loud music, offensive behavior, and profanity. When leaving the Clubhouse, Occupants and their guests are asked to depart in a manner that does not unreasonably disturb other Occupants.

All non-reserved activities are open to all Occupants.

Pets and animals are not permitted in the Clubhouse at any time.

The swimming pool is not permitted to be reserved and must not be used as part of Clubhouse Party Room reservations.

Only battery-operated candles may be used inside the Clubhouse. Open flame candles are prohibited.

Signs, decorations, and any other objects are prohibited from being affixed to interior walls, doors, or cabinets.

Food and beverage are restricted to the party room only.

Persons in wet bathing attire are prohibited from entering the Clubhouse, except in the restroom area.

When not in use, all entrances to the Clubhouse must be locked. It is the responsibility of the Occupant reserving the party room to make sure entrances are closed and locked when leaving.

Violation of the Clubhouse Rules and Regulations should be reported to the Clubhouse Committee Chairperson.

EXERCISE ROOM

The Clubhouse Exercise Room is for the exclusive use of Orchards at Big Bear Farms Occupants.

The exercise room is not supervised. Use of equipment is at your own risk. Users are responsible for knowing their own physical limitations. Appropriate athletic attire and footwear must be worn when using the exercise room. Food, candy, gum, alcohol, pop, and juice are prohibited; only water is permitted in the Exercise Room.

For safety reasons and based on manufacturers' warnings, persons under the age of 16 are not permitted to use the exercise room and its equipment unless accompanied by and under the supervision of an adult Occupant over 18 years of age.

The Association and the Management Company assume no liability for injuries or accidents that may occur.

Inspections of equipment are made on a regular basis, however, if problems are found, report the repairs needed to the Community Association Manager immediately. In the event of an emergency, immediately call 9-1-1.

LIBRARY

The Clubhouse Library is for the private use of the Occupants.

The library offers a selection of books of all genres for Occupants' enjoyment. Books are loaned on an honor system by signing the loaner card with your name and address. There is no time limit, but Occupants are asked to return books on a timely basis.

Donations of books are greatly appreciated. Donated books are reasonably reviewed for appropriateness and condition. After a length of time, library books are removed and donated to the Powell Library. Donated books may be placed in the basket located in the library.

COMMON ELEMENTS

The Common Elements are jointly owned by all Unit owners and exist for the exclusive use of all Occupants and their guests.

The Common Elements include all exterior spaces from the building exterior outward. For identification purposes and clarification, the Common Elements have been sub-divided into areas where different actions may occur: Common Elements; Limited Common Elements; and Private Area. Explanation of actions the Board of Directors have permitted in these separate areas are described below and photo examples of the areas are included at the end of this section. Reasonable repair, maintenance, and replacement of the Common Elements is done at the Association's expense and at the direction of the Board of Directors. If repairs are needed, contact the Community Association Manager.

LIMITED COMMON ELEMENTS

The Limited Common Elements include the fenced-in patio areas that were constructed with certain Unit styles, the concrete patio pad (whether fenced-in or not), the A/C concrete pad and area around it, the driveway in front of the garage, the walkway, and with certain Unit styles, includes the mulched area from the outer edge of the walkway to the grass.

A grouping of shrubs/plants were installed in the Limited Common Element of each Unit following construction of the Unit. The property management company maintains these plants.

Planting/replacing perennial plants in this area is prohibited unless a request for such planting is submitted and approved by the Association in writing.

Only annual plants may be planted in the Limited Common Elements without prior, written approval of the Association. Annuals must be removed and disposed of properly at the end of each growing season.

Plants/annuals/shrubs in the Limited Common Elements must be maintained at no more than of 42" height at maturity.

Any perennials that have been planted (with prior approval) in the Limited Common Elements that the Unit owner does not want removed by maintenance crew during fall cleanup must be staked with a temporary "Do Not Remove" sign.

Vegetable plants are prohibited from being planted in the Limited Common Elements.

Photo example of location of the Limited Common Elements is included at the end of this section.

PRIVATE AREAS

The Private Area of each Unit includes the mulched area from the building exterior outward to the inner edge of the walkway. The Unit owners/Occupants are permitted to plant flowers, vegetables, shrubs, and other plantings in this mulch area without approval of the Association; however, plantings in this area must be maintained at no more than 42" height at maturity.

The area must be kept free of weeds and debris and be well-maintained at all times.

Photo example of the Limited Common Elements is included at the end of this section.

NON-RESIDENT UNIT OWNERS/LEASING

No more than 8 units of The Orchards at Big Bear Farms Condominiums shall be leased at one time.

A lease/rental (original or renewal) shall be for a term of 12 consecutive months.

Leasing or renting less than the entire Unit is prohibited.

The Unit must be used for residential purposes only, except as otherwise provided in Declaration Article III, Section 2(a).

The Unit owner must submit a Condominium Lease Form (Attachment 4) with the Community Association Manager at least seven calendar days prior to the beginning of the lease period. A copy of the lease must be submitted and kept on file by the Management Company.

If the Unit is leased to the same lease/tenant in consecutive years, the Unit owner will not be required to re-submit the Condominium Lease Form, provided that there has not been a change in the information contained in the previously submitted form.

The Unit owner must provide a copy of the Declaration, Bylaws, and Handbook to the lessee/tenant, obtain a signed receipt from the lessee/tenant, and forward a copy of the signed receipt with a copy of the signed lease to the Management Company.

Unit owners of a rental or leased Unit have the same obligations as if they were inhabiting the Unit and are responsible for the actions of their lessee/tenant. If a lessee/tenant violates any provision of the Declaration, Bylaws, or Rules and Restrictions, the Unit owner may be charged enforcement assessments or charges for damages in addition to any other remedies available to the Association. The Unit owner is responsible for payment of all assessment fees and costs incurred as a result of the tenant's violations. Failure to pay the enforcement assessments may result in costs for collection of those assessments, including attorneys' fees.

All lease agreements must be in writing and provide that the lease is subject in all respects to the rules and regulations of The Orchards at Big Bear Farms Condominium Association, and that failure of the lessee/tenant to comply with the terms of the Declaration, Bylaws or Handbook will constitute a default under the lease.

ASSOCIATION RESPONSIBILITIES

The Association's main responsibility is the reasonable management, maintenance, repair, and replacement, as needed, of the Condominium's Common Elements. The Board of Directors, when establishing the budget, sets and prioritizes all of the Association's maintenance responsibilities. In general, the items that have an immediate impact on the safety of persons or property receive greater priority; however, the Board's continued goal is to have a well-maintained community. The list below includes components that the Association is responsible for. If you are uncertain about the responsibility of a certain item, please contact the Management Company. The Association is responsible for the reasonable maintenance, repair, and/or replacement of the following:

Infrastructure, Common Elements, and Limited Common Elements

- Recreational facilities, such as the Condominium's pool, pool house, and mailbox systems
- Entrance features
- Common lighting
- Water, power, sewer, and other utility lines, pipes, wires, conduits, and ducts that serve the Common Elements or multiple Units, such as main lines
- Streets, driveways, originally-installed patios, A/C pads, and walkways
- All turf areas, trees, the pond, and landscaping in the Common Elements.

Building Exteriors

- Building façades, including brick and concrete, siding, and trim
- Roofs, including gutters, flashing, and downspouts
- Outside vents and fixtures, such as light fixtures (but excluding light bulbs on the Unit owner's electrical grid).

Insurance

- The Association obtains and provides adequate insurance coverage for the Condominium.
- This includes property insurance on the buildings, general liability insurance, directors' and officers' liability insurance, and fidelity insurance. These insurance policies are not only required by the Declaration but also are meant for protection of Unit owners.
- Individual Unit owners are responsible for providing insurance coverage for their personal space and personal property.

Budget/Assessments

- When preparing the annual budget, Ohio law also requires that the Board include funds for reserves. In particular, the law states that the Board must:
- Adopt and amend budgets for revenues, expenditures, and reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments. In other words, the Board is required to have a long-term plan for the Association's maintenance and repair responsibilities, and therefore, a significant amount of money is required yearly to go into the Association's reserve account. To assist the Board in this plan, the Association retained the services of an engineering firm to prepare a reserve study. This document, which should be updated approximately every five years, lists every item and component that the Association is responsible to maintain, repair, or replace, calculates the useful life of the item, and then estimates a cost to maintain that item at the estimated time repairs or replacements are needed. This independent, professional engineering study provides the Board with not only the financial framework to plan for the future but also provides a professional's guidance on the proper maintenance and repair order for the community.

Property Operation/Management

- In addition to the financial, maintenance, and insurance responsibilities outlined above, the Association contracts with a Management Company to manage the Condominium Property's general operation and management.
- The Management Company coordinates with contractors, answers Unit owner questions, sends out requests for proposals, processes Unit owner requests and applications, posts accounting receivables and payables, and communicates regularly with the Board of Directors.
- While Board members may be involved in certain limited projects, the substantial time-consuming tasks are handled by the Management Company. Contact the Community Association Manager with any questions or concerns.

Rules and Enforcement

- Condominium associations are often created with a uniform, exterior appearance so that a large concentration of individuals can live closely together and share the responsibilities and obligations of maintaining and administering property. For this reason, the Declaration, Bylaws, and Handbook itemize the Condominium rules, and outline regulations, requirements, and restrictions to protect and preserve condominium living. These regulations are meant to protect from decreasing property values, deteriorating exterior appearance, and inappropriate neighborhood conduct and collectively serve best interests of all Occupants.
- In exercising this authority, the Board also has the ability to promulgate the rules found in this Handbook, in addition to the provisions found in the Declaration and Bylaws that govern items, including but not limited to, interpretation of the governing documents, personal conduct of Unit owners, Occupants, and guests, maintenance standards, architectural modifications, and operational policies.
- The Board is, as elected representatives from the Unit owners, empowered to enforce the restrictions, rules, and regulations uniformly and appropriately found in the governing documents and takes this responsibility very seriously.

UNIT OWNER RESPONSIBILITIES

A condominium is a form of property Unit ownership involving multiple units where a person owns their individual unit; the common elements are jointly owned in common. All Unit owners share in the costs and maintenance of the Common Elements, such as maintenance of the buildings, roofs, driveways, landscaping, pools, clubhouse, and other amenities.

Unit ownership of a Unit extends from the drywall inward, including the windows, doors, interior walls (excluding structural components), floors, ceilings, and plumbing, electric, HVAC, cables, wiring, and other utilities that serve only the Unit.

For a complete definition of a Unit, please refer to Declaration Article V, Section 2(a). In addition, all Unit owners share in expenses regarding the exterior structure (the foundation, exterior walls, and roof) as well as Common Elements and amenities such as the swimming pool, clubhouse, gardens, wooded areas, and open space. The Common Elements are further defined in Declaration Article VI. Unit owners are responsible for maintenance, repair, or replacement of the following items: interior and perimeter drywall and paneling, floors and ceilings (excluding structural components), wall and floor coverings (e.g. paint and carpet), windows and doors, interior fixtures, such as cabinets, floorings, and sinks, plumbing, electric, and other utility lines, wires, ducts, conduits, or apparatus serving only the Unit, air conditioning systems, sun tunnels or, skylights, and any improvements (e.g. patios, gates, satellite dishes, and outdoor lighting) that have been added with Board approval. Unit owners are also responsible for the cleaning and housekeeping of the Private Areas designated for the exclusive use of their Unit. For more information on respective maintenance responsibilities, please refer to Declaration Article IX.

Within 30 days of Unit ownership, the Unit owner must provide to the Community Association Manager the home and business mailing addresses and telephone numbers of the Unit owner(s) and all Occupants of the Unit, contact information for emergency access to the Unit if it owner is not available, and the name, business address, and business telephone number of any person or company who manages the Unit owner's Unit as an agent of that Unit owner. It is the responsibility of the Unit owner to keep this information current. See Unit owner/Occupant Information Form (Attachment 3) found later in this Handbook.

Individual Unit owners are responsible for providing insurance coverage for their personal space and personal property.

MOVING RESPONSIBILITIES

Unit owners must contact the Community Association Manager prior to moving from the Unit to inform the Community Association Manager of the new Unit owner(s) and the closing date and to arrange for a monthly fee update letter and certificate of insurance for the buyer. It is the seller's responsibility to give pool keys, a copy of the Handbook, Declaration, and Bylaws to the new Unit owner. See Attachment #'s 3, 4, and 5 to supply information to the Community Association Manager.

PARKING AND VEHICLES

Except for handicap-accessible vehicles and van conversions/ RVs (as further provided below), vehicles that are not capable of fitting within an enclosed Unit garage are prohibited to park on the Common Elements and Limited Common Elements. Exception is those vehicles on the Condominium Property for purposes of performing services (e.g. moving or repair work) for Occupants or the Association are permitted to temporarily park on the Condominium Property during the time the services are being performed.

Van conversions or RVs that are not garage-compatible are permitted to park in front of the Unit garage for a maximum of 48 hours to allow for loading and unloading.

All Occupants are provided four (4) parking spots for themselves, and their guests; two spaces in the Unit garage and two spaces in the driveway in front of the Unit garage. Occupants and their guests must use the Unit garage as their primary parking spaces. Occupants and their guests must park two vehicles in the Unit's garage before Occupants and guests are permitted to park in the driveway.

Parking on either side of the street is prohibited.

In the event the two spaces in the Unit garage and two spaces in the driveway in front of the Unit garage are occupied with vehicles, Occupants and their guests may temporarily park additional vehicles in the driveway approach. Vehicles must not impede access of other Occupants (i.e. the ability to get in and out of garages and driveways). Overnight parking (from midnight until 6 a.m.) in the driveway approach is prohibited.

Parking areas around the Clubhouse and pool are reserved for individuals using the Clubhouse or pool. Parking vehicles overnight at the pool or Clubhouse parking areas is prohibited. There is designated handicapped parking spots at the Clubhouse. Any vehicle parked in a handicapped space without the appropriate handicapped parking tag may be towed and stored at the vehicle Unit owners' expense.

In addition to all other remedies available to the Association, violation of these Parking and Vehicle Rules and Regulations may result in the vehicle being towed and stored at the Unit owner's expense.

Inoperable Vehicles

For purposes of these Rules and Regulations, "inoperable vehicles" are defined as: a vehicle that has rust covering 50% or more of its surface; a vehicles that is extensively damaged, including a broken window or windshield or a missing tire, motor or transmission; a vehicle having a flat tire; a vehicle that is incapable of movement under its own power or that has expired license tags. Inoperable vehicles that are parked in any Common Elements or Limited Common Elements for more than 48 consecutive hours may be towed from the premises and stored at the Unit owner's expense.

Vehicles that cause damage to the Common Elements or Limited Common Elements requiring surface repair or cleaning may be charged to the Unit owner, including, but not limited to, oil leaks.

PETS

Exotic pets, which for the purposes of this rule is defined as anything other than a household domestic dog or cat, are prohibited on the Condominium Property at any time.

Household domestic dogs and cats must be kept in a Unit, as further provided below.

Household domestic dogs and cats are not permitted to be bred or maintained for commercial purposes at any time. A maximum of two household domestic pets per Unit are permitted (i.e. two dogs, two cats, or one dog and one cat). This includes pet-sitting for relatives or friends. Pet Unit owners are responsible for immediate and complete cleanup of all pet waste on the Common Elements and Limited Common Elements. Pet waste must be properly disposed of in the Unit owners refuse container.

Unit owners are responsible for any damage caused by their pet(s) or anyone residing in or visiting their Unit. This may include, but is not limited to, damage to the Common Element lawn areas caused by repeated urination in the same areas.

Pets are prohibited from interfering with the freedom of movement of persons or pets on the Condominium Property, including, but not limited to, chasing vehicles or bicycles, attacking persons or pets, or creating an unreasonable disturbance in any other way.

Pets are prohibited from creating a nuisance or detrimental effect on the Condominium Property.

The Board has the right to terminate the right of any Occupant to maintain a pet on the Condominium Property if the pet is creating a nuisance or detrimental effect; examples of behavior that constitutes a nuisance or detrimental effect for purposes of this rule include, but are not limited to the following:

- Pets whose unruly behavior causes personal injury or property damage;
- Pets who make noise continuously for a period of ten minutes or more, or intermittently for a period of two hours or more, to the disturbance of any Occupant, whether indoors or outdoors, at any time of the day;
- Pets outside of the Unit who are not accompanied by and under the complete physical control of their owner and kept on a handheld leash no more than six feet in length;
- Pets who exhibit aggressive, dangerous, or potentially dangerous behavior toward any person or pet, such as lunging at any person or pet in a threatening manner on more than one occasion or biting, injuring, or killing any person or pet, whether on or off the Condominium Property, at any time;

- Pets who relieve themselves on the walls or floors of the Common Elements or Limited Common Elements; or
- Pets that are conspicuously unclean or parasite infested.

REFUSE

The Unit address must be marked on the refuse container and lid.

Collection can begin as early as 7:00 a.m. Refuse containers may be placed at the curb after 5:00 p.m. the evening before collection day provided all refuse is placed inside a secured container. Plastic bags and unsecured items are not permitted to be placed at the curb earlier than 7:00 a.m. on collection day.

Refuse containers must be moved back inside on the same day after collection. Occupants may select the type of refuse containers, but the contractor asks that the filled containers not weigh more than 50 lbs.

Refuse must be placed on one side of the driveway to facilitate pickup and vehicle entry into the driveway.

Refuse containers must be kept inside the garage except on or before collection day. Unit owners are responsible for cleanup of spillage from their containers.

Dumping of any refuse, including pulled weeds, plants, used charcoal, animal waste, hazardous or noxious liquids (such as paint, thinners, cleaning solutions, etc.) is prohibited in the Common Elements or Limited Common Elements.

Contact the Management Company for any problems regarding refuse collection.

SNOW REMOVAL

A local company, contracted by the Association, provides reasonable snow removal service for The Orchards at Big Bear community, after accumulation of more than 2" has fallen. The Association provides snow removal on the street and driveways. Questions regarding snow removal should be directed to the Community Association Manager.

The contractor will not attempt to remove snow in areas where a vehicle is parked in the driveway.

SWIMMING POOL

The swimming pool is for the exclusive use of the Occupants and their guests. Any person who cannot be identified as an Occupant, or who is not accompanied by an Occupant, may be asked to leave the pool area.

The persons occupying the Unit have the privilege of using the Common Elements, including the pool. When a Unit owner leases/rents their Unit, the Unit owner relinquishes all amenity privileges, but continues to be responsible for all obligations of Unit ownership of their Unit.

The pool will open daily during the swimming season, normally Memorial Day weekend through Labor Day, from 7:00 a.m. to 10:00 p.m.

A key and pool pass are required for entry to the pool and the pool restrooms. The key allows access to the front door of the Clubhouse, the pool gates, and the restrooms from the pool area.

The Community Association Manager provides one key per Unit to the Unit owner, if the key is lost a \$25.00 replacement fee will be charged. If a pool pass is lost, a \$15.00 replacement fee will be charged.

Each year, a new pool pass is issued. Designated times are set aside for picking up the pass.

After those dates have passed, Unit owners must arrange with the Property Management Company to obtain pass.

A maximum of five guests per Unit are permitted at the pool at any one time. Guests must be accompanied by an Occupant at all times while inside the pool fence.

Persons under 12 years of age are prohibited to use the pool unless a responsible person accompanies them capable of giving assistance in the event of injury or incapacity.

All persons using the pool and pool facilities do so at their own risk and sole responsibility; there is no lifeguard.

Private pool parties are prohibited

Prohibited in the pool area:

- smoking
- animals
- glass or other breakable items
- running, diving, pushing, shoving, or other unreasonably disruptive behavior
- excessive noise from radios, CD players or other musical devices. If policy is abused, pool visitors may be required to use headphones or earbuds.
- electrical devices
- rafts

Proper swimming attire must be worn at all times. Cut-offs and shorts are prohibited.

Swim diapers or waterproof diapers are required to be worn by individuals who may be incontinent.

Wet swimsuits are prohibited in the Clubhouse, except in the restroom area.

Lounge chairs or tables are not permitted to be reserved; and must not be placed in the swimming pool.

Umbrellas must be closed, and lounge chairs returned to their original, flat position after each use.

Food is permitted in the pool area, but not in the pool. Occupants or guests bringing food are responsible for clean-up and removal of all food items and trash from the pool area.

EXTERIOR REVIEW AND RESTRICTIONS / LANDSCAPING RULES

Overview

Exteriors of the Unit must be well maintained at all times. Except as otherwise provided in this Handbook, any landscape changes and/or additions, installation of statuary or hard surfaces, or other changes or additions to the Limited Common Elements or Common Elements must be submitted to the Management Company for written Board approval before any installation, planting, or other work can begin.

Property owners may request an exterior change/addition by submitting an application (see Attachments found later in this Handbook) to the Community Association Manager. Failure to obtain written approval of changes/additions may result in an enforcement assessment being charged to the Unit owner in addition to any other legal remedies available to the Association.

When submitting plans, include detailed drawings showing location, type, color, material, design, and size of planned change or addition and pictures of the area where work will be performed. The Board of Directors will make every effort to return a speedy response (usually within 30 calendar days) after the Community Association Manager receives all required documentation. Questions concerning exterior additions or changes should be directed to the Community Association Manager. The Board's approval of any proposed change or addition does not include verification that any necessary governmental permits will be issued.

Upon observing any deviation of an approved application for changes/additions, or work being done without submitting an application and obtaining Board approval, enforcement procedures may be initiated and, in addition to any other remedy available to the Association, the Unit owner may be required to restore the area to its original configuration at the Unit owner's sole expense. If it becomes necessary for the Association to restore the area, the Association may use summary abatement or similar means to enforce any provisions or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction are altered or demolished by summary means.

An Exterior Maintenance Request form (Attachment 16) must be submitted to notify the Management Company of Common Element or Limited Common Element items needing repair or replacement. The Applications (See Attachments) and the Exterior Maintenance Request Form (Attachment 16) can be found under the Attachments Section later in this Handbook. The forms are also available in the rack above the drinking fountain in the Clubhouse.

HOW TO SUBMIT A REQUEST FOR CHANGE/ADDITION:

When submitting an application please be as detailed as possible. In addition to the application, include the following details:

- A scaled, or clear drawing of the area involved;
- Photos of the impacted area and adjacent areas;
- Type of change or addition intended;
- A list of materials to be used in construction;
- Sample of material and color (for example: a chip of the window color or paver color);
- Size and location of intended construction; and
- Start and completion dates for project.

For landscaping, also include the following:

- The type of landscape materials;
- Size of materials to be planted; and
- Intended location of additional, transplanted, or removed materials.

Air Conditioning/Heating Units

Air conditioning/heating units have been installed by the builder and must remain in the same location if/when replacement is necessary.

Any landscape materials surrounding the unit damaged or destroyed during replacement of the A/C or heating unit are the Unit owner's responsibility to replace.

The concrete pad or landscape materials planted to screen the unit are the responsibility of the Association.

An Exterior Maintenance Request (Attachment 16) for repair or replacement of a concrete pad or shrubbery around it must be submitted to the Community Association Manager.

Window air conditioning units are prohibited.

A/C and Stand-Alone Heating Units for 3-Season Room

Unit owners of Units that have an existing 3-Season Room may install electric ductless heating/air conditioning units with prior, written approval from the Board of Directors. A Ductless Electric Heating/Cooling Application (Attachment 10) must be made to the Management Company prior to purchase or installation.

A certified electrician or electrical contractor must complete installation.

The heat exchanger must be located in the Private Area adjacent to the Unit (the space between walkway and Unit exterior).

Dimensions of the heat exchanger must not exceed 26"Hx33"Wx13"D.

Post installation inspection is required for final approval. If the unit is not approved (i.e. deviates from the approved application), the Board may require removal of the unit at the Unit owner's expense and Unit owner is responsible for all necessary repairs to the structure affected by the installation, returning it to the original state.

Unit owners are responsible for maintaining, repairing, and replacing electric ductless heating/air conditioning units.

Artificial Flowers

Artificial flowers or plants, whether plastic, silk, or another artificial material, are prohibited from being used anywhere that is visible from the exterior, except for door wreaths.

Awnings, Canopies, Shutters

Awnings, canopies, or shutters are prohibited from being affixed or placed on the Unit exterior, including any portion of the siding, patio, roof, or other exterior surface.

Barbeque Grills

Outdoor cooking appliances must be stored inside the garage when not in use.

Properties having a fenced patio area may store grill on patio.

Permanent outdoor grills or cooking appliances are prohibited.

In accordance with the Ohio Fire Code, gas grills and other types of open-flame devices are prohibited to be used within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of the Ohio Fire Code may be reported to the local fire department.

Bird Baths

One bird bath is permitted per property, located in the Private Area only, no more than 42" height.

Installation in the Private Area does not require written Board approval; however, the bird bath and surrounding area must be kept in good condition at all times.

Bird Feeders

A maximum of two bird feeders are permitted per property, located in the Private Area only, no more than 42" height.

The area around the bird feeder must be maintained and kept free of seeds and droppings at all times.

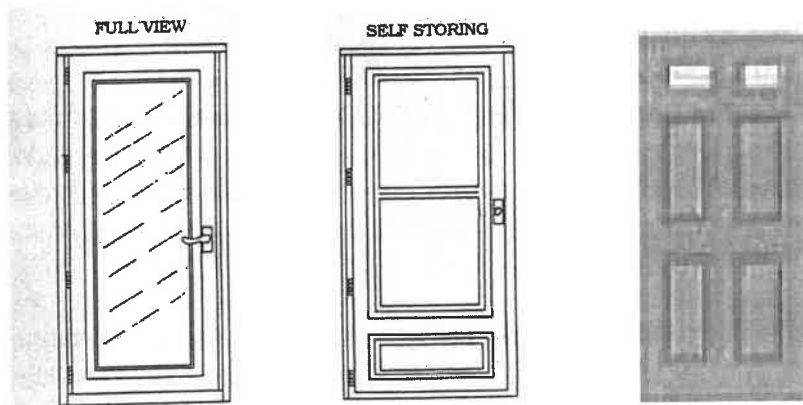
Door Replacement

Entry doors, including living room and 3-season room, must be made of steel or fiberglass. Storm doors must be full-view glass or self-storing screen/glass.

A Door Replacement Application (Attachment 9) must be submitted to the Community Association Manager and approved by the Board of Directors prior to installation.

Installation is at the Unit owner's expense using only the approved design and color.

The following storm door styles will be considered for review:



Door Wreaths

Seasonal door wreaths may be hung of the exterior of the door. Over-the-door hangers are to be used; putting holes in the door are prohibited.

See Seasonal/Holiday Decorations limitations listing below.

Driveways/Walkways

Except as otherwise provided in this Handbook, driveways must be kept clear of all personal items, which include, but are not limited to, grills, hoses, bicycles, snow, trash cans and other waste receptacles of any kind. Walkways must have clear access to the Unit at all times.

Maintenance/repair to driveways and/or walkways are the responsibility of the Association.

An Exterior Maintenance Request (Attachment 16) for repair or replacement of a damaged driveway or walkway may be submitted to the Community Association Manager.

Fence/Gate

Only certain Units were designed and built with a fence to enclose the patio area. Fencing is prohibited at all other building styles.

The Association is responsible for repair and/or replacement of this patio fencing. If a problem arises with the fence, an Exterior Maintenance Request (Attachment 16) must be submitted to the Community Association Manager for assistance.

Some Unit owners have received prior, written approval for addition of a gate in the fence; if interested in adding a gate to the patio fence, a Miscellaneous Exterior Change Application (Attachment 15) must be submitted to the Community Association Manager.

Unit owners are responsible for the installation, maintenance, repair, and replacement of the gate. Fencing is prohibited around an add-on patio.

Flags

Except as otherwise provided in the Rules, Unit owners are not permitted to hang or otherwise display any clotheslines, clothing, laundry, blankets, flags, or other articles outside of their Unit or that are visible from the outside of their Unit.

Unit owners may install one flag pole on the exterior of their Unit. Due to the size and character of the surrounding Buildings and the Common Elements, free standing flag poles are prohibited to be installed outside of a Unit.

To avoid excessive exterior displays and reasonably preserve property values, Unit owners are permitted to display flags that are currently protected by Federal and State laws.

The United States flag, and State flag are permitted on the exterior wood portion of the Unit; they may not be attached to any part of the siding.

Unit owners are permitted to display a Military or Service flag for immediate family members service in the armed forces on the interior side of their Unit window.

Flags must be no larger than three feet by five feet and must be displayed in accordance with applicable federal patriotic customs, state laws, and local ordinances.

Unit owners are responsible for maintaining their flag(s) and flag pole in a good state of repair. In the event a flag becomes torn, faded, or in any other way mutilated, the Unit owner must immediately remove or replace the flag. When the Unit is sold, the Unit owner must remove the flagpole and restore the exterior of the Unit to its original condition.

School and Team flags may be temporarily displayed outside on game day only.

Decorative garden flags may be placed in the Private Area only.

Commercial flags, messages or logos are prohibited.

Garage Doors

Garage doors must be short panel, steel, or fiberglass, identical in style to the originally-installed garage doors and painted the approved color.

A Garage Door Replacement Application (Attachment 9) must be submitted to the Community Association Manager and approved by the Board of Directors prior to installation.

Installation is at the Unit owner's expense using only an approved door and color.

Garage Sales/Solicitation

Garage sales and tag sales are prohibited.

A "Moving Sale" may be permitted after a Miscellaneous Exterior Change Application (Attachment 15) is submitted to the Community Association Manager and approved by the Board of Directors.

Solicitation by commercial enterprises is prohibited within The Orchards at Big Bear Farms Condominium.

Garden Hoses/Containers

Garden hose reels are prohibited from being mounted on the exterior of the Unit.

Movable garden hose winders are permitted to be stored outside adjacent to the garage during growing season – April 15th through October 31st. At all other times, hoses and winders must be kept indoors.

For safety and liability issues, garden hoses must be placed so as not to obstruct access at the walkway and entry to the Unit.

Gutters, Downspouts

The Association is responsible for repair and/or replacement of gutters and downspouts.

If a problem arises with the gutters or downspouts, file an Exterior Maintenance Request (Attachment 16) with the Community Association Manager for assistance.

Hot Tubs/Spas

Hot tubs and spas are prohibited from being installed at the exterior of the Unit or on Common Elements or Limited Common Elements.

Landscape

The Board of Directors, acting on behalf of the Association, has all authority regarding the maintenance, repair, and replacement of the Common Elements and Limited Common Elements. The Board of Directors is authorized to maintain all landscaping in the Common Elements and Limited Common Elements at The Orchards at Big Bear Farms Condominiums as it, in its sole and complete discretion, deems necessary and appropriate. This authority also provides the Board of Directors with the authority to hire and direct landscapers, if it chooses to do so. An Association-hired landscaper will receive all directions from the Board of Directors and will not accept requests or complete work requested by any Unit owner or Occupant.

Mulching the Common Elements, Limited Common Elements, and Private areas is the responsibility of the Association. If a Unit owner desires additional mulch (only) in the Private Area, the Unit owner, at his own expense, may put down dark hardwood mulch (only) in the Private Area.

To request additional landscape materials, transplant, or remove any permanent landscape materials in the Common Elements or Limited Common Elements, a Landscape Addition/Change Application (Attachment 11) must be submitted to the Community Association Manager. This would include requests for the Association to add perennial flowers, shrubs, trees, or other items in the Common Elements or Limited Common Elements.

Not all requests will be approved. The Board of Directors, at its sole and complete discretion, may approve or deny any request.

Any annual flowers planted in the Limited Common Elements must be removed at the end of the growing season and the area restored to original condition.

If perennial plants have been planted in the Limited Common Element (with prior approval of the Board of Directors) adjacent to their Unit, and the Unit owner does not want them removed by maintenance crew during fall cleanup, those plants must be staked with a temporary "Do Not Remove" sign left in place until after fall cleanup.

When the Association causes additional trees or other plantings to be done on the Common Elements or Limited Common Elements, the planted items become the property of The Orchards at Big Bear Farms Condominiums. The Association is responsible for maintenance, removal, or replacement of the items.

In the Private Area, immediately between the Unit exterior and the inner side of the walkway, an Occupant may plant flowers, vegetables, and/or shrubs without prior, written Board approval. All care and maintenance of the Private Area is the responsibility of the Unit owner. Flowers, vegetables, shrubs and any other plantings must not exceed 42" height at maturity.

Landscape Containers

Landscape containers may be placed in the Private Areas, however, height of landscape containers and planted materials combined, must not exceed 42" height.

No more than five total landscape containers, trellises, and/or landscape framework is permitted in the Private area.

Landscape containers are not permitted to block entry to the Unit. The area must be kept free of weeds and debris at all times.

Unit owners may be required to remove landscape container(s), at the discretion of the Board, if found to block the walkway or entry to the Unit.

Lighting (Exterior)

Solar powered ground lights are permitted to be installed along the inner side of the walkway without prior approval of the Board of Directors.

When ground lighting is removed, the Unit owner is responsible for restoration of the area involved.

The Association is responsible for repair and/or replacement of exterior coach lighting at front entry and garage (except for replacement of the light bulbs). If a problem arises with these exterior light fixtures, an Exterior Maintenance Request (Attachment 16) must be submitted to the Community Association Manager.

Mailboxes

The Association is responsible for repair and/or replacement of mailboxes and framework. If a problem arises with the mailbox or framework, an Exterior Maintenance Request (Attachment 16) must be submitted to the Community Association Manager.

Painting (Exterior)

The Association is responsible for all exterior painting. If a problem arises with exterior painting or siding, an Exterior Maintenance Request (Attachment 16) must be submitted to the Community Association Manager.

Patios

Patios may be approved for certain Common Element areas with prior, written approval by the Board of Directors. A Patio Addition Application (Attachment 12) must be submitted to the Community Association Manager to request an addition of a patio.

See the patio application for detailed information for construction of a patio.

Approved dimensions range from 9'X7' up to 10'X14', depending on the style and location of the Unit. Various patio materials may be considered by the Board when complete details are provided.

Approved landscaping is required around the patio as one of the approval requirements, once construction is completed. Provide a drawing showing location, size, and type of landscape materials to be planted upon completion of patio.

It is the Unit owner's responsibility to plant landscape materials as part of the patio installation approval; the landscape materials must be maintained at no more than 42" height at maturity.

It is the Unit owner's responsibility to replace any shrubbery removed during construction, planting healthy specimens no more than 42" height.

Unit owners are responsible for all costs associated with their patio request, including but not limited to, the cost of the patio materials, installation, labor, and landscaping.

The improvement must be professionally constructed, according to manufacturer's specifications and any applicable building code or other governmental requirements.

As a condition of the patio approval, the Unit owner must sign an agreement that states the Unit owner is responsible for maintenance, repair, replacement, and insurance of that improvement, as well as all successor Unit owners of that Unit. The agreement and Affidavit will be prepared and recorded by the Association's legal counsel.

Final approval is not granted until a final sign-off is given by the Management Company.

Weeds, debris, and trash accumulation on any patio is prohibited.

Not all patio applications will be approved. The Board of Directors, at its sole and complete discretion, may approve or deny a request to install or modify a patio.

Patio Furniture/Decorative Items

Patio furniture, kept wholly on the patio, does not require prior approval of the Board of Directors.

Patio furniture must be manufactured for outdoor use.

Statues, lawn ornaments, and other decorative yard items, not to exceed 42" height, may be located in the Private Area or wholly within the patio, provided they do not impede entrance into the Unit.

Cooking grills located on the patio must be kept no less than 10 feet from any combustible material as required by Ohio Fire Code regulations.

A maximum of two shepherd hooks per Unit, no more than 42" height, having no more than 2 hooks each, are permitted in the Private Area or in the fenced-in patio area.

One free-standing trellis, not to exceed 42" height, is permitted in the Private Area or in the fenced-in patio area. The trellis must not be attached to the exterior of the Unit.

A Unit owner may be required to remove exterior decorative items or furniture that violate the Declaration or Rules and Regulations.

Personal Property within a Fenced Patio

Personal property kept within the fenced patio area may not exceed the height of the patio fence except for patio umbrellas and chairs, trellises, shepherd hooks, and grills.

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One free-standing trellis, not to exceed 42" height, is permitted in the fenced-in patio area. The trellis must not be attached to the exterior of the Unit.

Cooking grills located on the fenced-in patio must be kept no less than 10 feet from any combustible material as required by Ohio Fire Code regulations.

Holiday decorations are permitted provided they follow the rules listed under Seasonal/Holiday Decorations below.

Recreation Equipment

Children's play equipment and other portable sports equipment may be used on the Common Elements, provided it is removed from the Common Elements and stored indoors when not being used; no later than 8:00 p.m. nightly.

Roofs

The Association is responsible for repair and/or replacement of roofs in the community.

If a problem arises with any part of the roof, file an Exterior Maintenance Request (Attachment 16) with the Community Association Manager.

Satellite Dish Installation

Though the Board cannot require prior approval, the Board can request that Unit owner submit a notification to the Board when contemplating installing a satellite dish. Submit the Notice to Install a Satellite Dish (Attachment 13) to the Community Association Manager.

The Unit owner must adhere to all local codes and rules, and any codes and rules of other agencies governing such an installation (FCC restrictions, Building Department, utility company, and manufacturer guidelines, etc.).

The Unit owner is required to obtain any required permits.

The dish installation must conform to all applicable building codes and manufacturer's specifications.

The Unit owner is responsible for any additional Unit maintenance or repair costs incurred as a result of the dish installation.

The Unit owner is responsible for any damage to the exterior of the building or Unit caused by the dish installation process.

The Board reserves the right to require the Unit owner to paint the dish a color that blends with the surrounding building, and/or install adequate landscaping to screen the dish from view.

One hole is permitted to be drilled into the building for hook up. This hole must be as low to the ground as possible and as unobtrusive as possible. Please see the following examples:



The Unit owner is responsible for replacement and/or repair of any existing landscape, utilities, or other portion of the Common Elements or Limited Common elements damaged/destroyed during any phase of satellite dish installation.

When the satellite dish is removed, the Unit owner is responsible for restoration or repair of any damage resulting from its removal.

The Unit owner is responsible for all maintenance and repair of the satellite dish.

Seasonal/Holiday Decorations

Holiday decorations and lights are permitted to be placed in the Limited Common Elements, Private Area, and/or on Unit exteriors provided the decorations/lighting do not damage the Unit, gutters, or siding.

Decorations must not be attached to the exterior of the Unit using permanent hardware.

Winter holiday decorations may be displayed between Thanksgiving Day and January 7th of the following year.

All other seasonal holiday decorations for a holiday occurring outside of the above timeframe may be displayed four weeks before the holiday and must be removed within 2 weeks following the holiday.

Security Systems (Exterior)

For those Unit owners wishing to add exterior security, there are a variety of lighting, camera, or alarm systems available that are small and unobtrusive to the exterior entry or garage wall.

A Miscellaneous Exterior Change Application (Attachment 15) must be submitted to the Community Association Manager to request an addition of a security system.

The Unit owner is responsible for installation, maintenance, repair, and replacement of approved security systems. If removed, the Unit owner is responsible for restoring affected area to original condition.

Shepherd Hooks and Trellises

A maximum of two shepherd hooks per Unit, no more than 42" height, having no more than 2 hooks each, are permitted in the Private Area or in the fenced-in patio area.

One free-standing trellis, not to exceed 42" height, is permitted in the Private Area or in the fenced-in patio area. The trellis must not be attached to the exterior of the Unit.

Signage

Except as otherwise provided in the Handbook or Declaration Article III, Section 2(h), signage is not permitted to be visible from the Unit exterior.

One professionally-prepared "For Sale" or "For Rent" sign that does not exceed nine square feet may be displayed inside a window.

Real estate signs are prohibited in any Common Elements or Limited Common Elements; however, one professionally-prepared "Open House" sign is permitted in the Common Elements in front of the building where a Unit is for sale, and at the beginning of streets Orchard Way, Perennial Lane, and Orchard View Place, for the duration of the Open House only.

One professionally-prepared security system sign is permitted in the Private Area of each Unit. Seasonal holiday decorations are not considered signs for the purpose of this section.

Speed Limit

The speed limit within the community is 14 mph.

Stepping Stones

Stepping stones are permitted in the mulched Limited Common Area on the outer side of the walkway and in the Private Area on the inner side of the walkway. Prior written approval by the Board of Directors is not required for stepping stones.

Storage (Exterior)

Exterior storage buildings or construction equipment and/or supplies/materials are prohibited anywhere on the exterior of the Unit.

Skylights/Sun Tunnels

A Miscellaneous Exterior Change Application (Attachment 15) must be submitted to the Community Association Manager and approved by the Board of Directors to request installation of a skylight or sun tunnel on the Unit.

Sun tunnel and/or skylights must be small tubular design, low exterior profile, sized to fit between the roof joists.

Skylights and/or sun tunnels must be professionally installed.

Skylight and Sun tunnel maintenance and repair is the responsibility of the Unit owner.

The Unit owner is responsible for any additional Unit, roof, or common areas maintenance, repair or replacement costs incurred as a result of the Skylight/Sun tunnel installation.

Utilities

Local utilities are listed under the Contacts Section found later in this handbook.

Wall Plaques

Wall plaques are prohibited on the exterior of the Unit.

Windows

A Window Replacement Application (Attachment 14) must be submitted to the Community Association Manager and approved by the Board of Directors to request replacement of exterior windows on the Unit.

Installation is at the Unit owner's expense using only an approved design and color.

Window replacement approval is limited to those companies that can provide a quality window product having an exterior profile, glass exposure, and color that meets our community standards.

Replacement windows must be the same color and style as the originally-installed windows on the Unit. Window samples are available at the Clubhouse for review. Ask a Board member for assistance.

Window Coverings

Temporary window coverings such as paper or sheets, must be replaced with permanent window coverings within 60 calendar days of occupancy, as outlined below.

Window coverings are limited to draperies, blinds, curtains, or valances, in white, off-white, light beige, gray, or a similar neutral shade on the exterior side.

Other colors or patterns are prohibited on the exterior side.

Winter Considerations

The use of salt on the concrete walks and patios is prohibited.

A melting agent that does not include Sodium Chloride (salt) but may contain Calcium Chloride, or a similar substance, may be applied.

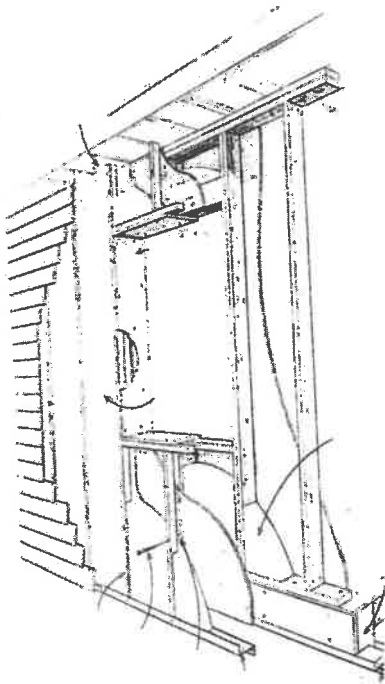
Wiring (Exterior)

All service wiring, entries and conduits must enter the exterior of the Unit as near ground level as possible.

Wiring must not run up the exterior side of the Unit.

Except for satellite dish/antenna installations in the Limited Common Elements, the addition of any wiring or other lines in the Common elements or Limited Common Elements requires prior, written Board approval.

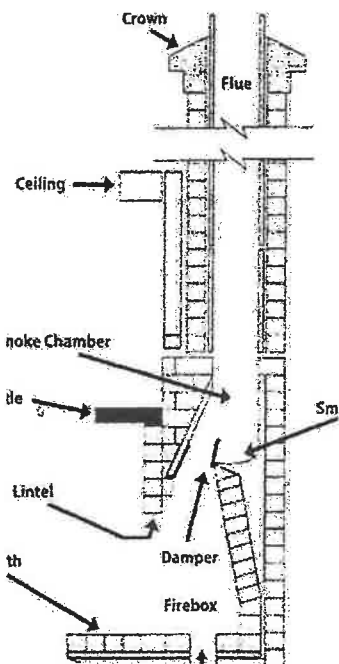
Wall section identifying responsibility for maintenance/repair/replacement:



---- Wood Trim (exterior only), Fascia, Soffits, all types of Siding, Joists, and Concrete Footers and Slabs - are the responsibility of the **Association**. For assistance with repairs or replacement, please contact the Management Company.

----Windows, Window Frames, sashes, and jambs, Glass and screen replacement, hardware, and all window repairs are the responsibility of the **Unit owner**. Interior and perimeter drywall and paint are the responsibility of the Unit **owner**.

Chimney wall section identifying responsibility for maintenance/repair/replacement:



----Chimney, brick exterior, Chimney Flashing, Roofing Shingles and Perimeter Insulation/Sheathing are the responsibility of the **Association**. The portion of the chimney/Fireplace within the bound of the Unit and the fireplace vents or chases are the Unit owner's responsibility.

----Sun Tunnel/Skylight, including frame, sash, jamb, and hardware installation/repair/maintenance is the responsibility of the **Unit owner** (must have obtained written approval from the Board prior to installation).



---- Area between outer edge of walkway and grass, often mulched and having shrubs, is **Limited Common Elements**

---- Walkway is **Limited Common Elements**



---- Area between outer edge of walkway and grass, often mulched and having shrubs, is **Limited Common Elements**

---- Walkway is **Limited Common Elements**

---- Area between building and inner edge of walkway is **Private Area**



---- Concrete A/C pad and area around A/C Unit is **Limited Common Elements**, often mulched and having shrubs

----Open Space / Grass Lawns are **Common Elements**



---- Area between garage door openings is **Limited Common Elements**

---- Driveways are **Limited Common Elements**

The Common Elements are the responsibility of the Association for maintenance, repair, and replacement.

The Limited Common Elements are the responsibility of Association for maintenance, repair, and replacement; however, the Unit owner is responsible for cleaning and housekeeping.

The Private Area is the responsibility of Unit owner for maintenance, cleaning, and housekeeping.



THE ORCHARDS AT BIG BEAR FARMS CONDOMINIUMS

DOOR ADDITION/REPLACEMENT APPLICATION

Date: _____ Phone: _____

Name: _____ Email: _____

Address: _____

This application is presented to TOWNE PROPERTIES, Attn: Becky Colburn, 777-A Dearborn Park Lane, Worthington, OH 43085 to request approval for adding or replacing doors at my home in The Orchards at Big Bear Farms Condominiums. I understand that it may take up to 30 days to respond to this request and sooner, if possible. Included are the following items:

☐ Door Addition/Replacement Application. The request will not be considered unless this form is entirely completed along with the accompanying information listed below.

☐ Garage Door ☐ Living Room Door ☐ Sunroom Door ☐ Living Room Storm Door ☐ Sun Room Storm Door

☐ Written identification of location, type, and number of doors to be added or replaced

☐ Sample of proposed door color

☐ Manufacturer _____

☐ Series _____

☐ Exterior Color Name _____

☐ Exterior Material _____
(steel, fiberglass, etc.)

☐ Estimated completion date _____

My signature below certifies my commitment to comply with all the requirements Exterior Review Section of the Community Handbook

Owner Signature: _____ Date: _____

PROPERTY MANAGER: ☐ RECOMMENDS APPROVAL ☐ DOES NOT RECOMMEND APPROVAL

BOARD: ☐ APPROVED ☐ DISAPPROVED

BY: _____ DATE: _____

CONTACTS

PROPERTY MANAGEMENT

Towne Properties, Attn: Matt Rister, 777-A Dearborn Park Lane, Worthington, OH 43085,

Phone: 614-781-0055

Direct Line: 614-781-5120

Fax: 614-781-0832

Email: MattRister@TowneProperties.com

BOARD OF DIRECTORS

Betty Frankart, 614-932-0066, bfrankhart@aol.com

Charlie Dobkins, 614-581-4556, cldhandlingsystems@att.net

Janice Bersoff, 614-659-0817, janbersoff@aol.com

Marty Kobus, 614-425-2575, marbus@me.com

Richard Dougherty, 614-296-1870, rd3848@aol.com

Sandy Moreland, 614-563-5399, third_cookie@yahoo.com

ARCHITECTURAL REVIEW/DEED ENFORCEMENT

Contact Matt Rister at Towne Properties, 614-781-0055, or MattRister@TowneProperties.com

BUILDINGS AND GROUNDS COMMITTEE

Contact Matt Rister at Towne Properties, 614-781-0055, or MattRister@TowneProperties.com

CLUBHOUSE RESERVATIONS

Contact: Betty Frankart, 614-932-0066, bfrankhart@aol.com

To reserve the clubhouse, see Attachments 3,4, & 5 found under Forms later in this handbook.

COMMUNICATIONS/NEWSLETTER COMMITTEE

Contact: Helen McCrea, 614-726-9411, grammiehelen@sbcglobal.net

GARDENS COMMITTEE

Contact: Barb Petrella, 614-553-7463, bjplths@att.net

LIBRARY

Contact: Janice Bersoff, 614-659-0817, janbersoff@aol.com

Or Betty Frankart, 614-932-0066, bfrankhart@aol.com

POOL

Contact: Betty Frankart, 614-932-0066

SOCIAL COMMITTEE

Contact: Janice Bersoff, 614-659-0817, janbersoff@aol.com

SUNSHINE

Contact: Judi Douglas, 614-799-0009, judiminnie@aol.com

WELCOME COMMITTEE

Contact: Betty Frankart, 614-932-0066, bfrankhart@aol.com

Or Janice Bersoff, 614-659-0817, janbersoff@aol.com

EMERGENCY AND UTILITIES INFORMATION

Fire/Police Emergency

911

Liberty Township Fire Department NON-EMERGENCY
Station 322
10150 Sawmill Parkway
Powell, OH 43065

740-938-2022

Delaware County Sheriff's Office NON-EMERGENCY
Administration Office
149 N. Sandusky St., 2nd Floor
Delaware, OH 43015

740-833-2810

Liberty Township, Administration Office
10104 Brewster Lane, Suite 125
Powell, OH 43065

740-938-2000

LOCAL UTILITIES

American Electric Power
4615 Homer Ohio Lane
Groveport, OH 43125

800-672-2231

Columbia Gas of Ohio
200 Civic Center Dr.
Columbus, OH 43215

800-344-4077

Rumpke Waste Removal
1191 Fields Ave.
Columbus, OH 43201

800-828-8171

Del-Co Water Company
6658 Olentangy River Rd.
Delaware, OH 43015

740-548-7746

Ohio Underground Utilities Protection Service
(OUPS) Underground line search-call before you dig

800-362-2764 OR
811

ATTACHMENTS/VARIANCE REQUESTS/APPLICATIONS

Attachment 1 - Checklist of Maintenance Responsibilities

Attachment 2 – Checklist of Insect/Pest Problem Responsibilities

Attachment 3 – Owner/Resident Information

Attachment 4 – Emergency Contact Information

Attachment 5 – Condominium Lease Application

Attachment 6 – Clubhouse Rules/Restrictions

Attachment 7 – Clubhouse Reservation Agreement

Attachment 8 – Clubhouse Cleanup Checklist

Attachment 9 – Door Addition/Replacement Application

Attachment 10 – Ductless Electric Heating/Cooling Application

Attachment 11 – Landscape Addition/Change Application

Attachment 12 – Patio Addition Application

Attachment 13 – Satellite Dish Installation Application

Attachment 14 – Window Replacement Application

Attachment 15 – Miscellaneous Exterior Change Application

Attachment 16 – Exterior Maintenance Request

Attachment 17 – Formal Complaint