

## TABLE OF CONTENTS

Introduction.....	2
I. Common Areas.....	4
A. Definition.....	4
B. Motor Vehicles.....	4
C. Parking.....	5
D. Traffic Rules.....	6
E. Light Posts.....	6
F. Water.....	6
G. Satellite Dishes.....	6
H. General.....	7
II. Limited Common Area.....	8
A. Definition.....	8
III. Responsibilities.....	9
IV. Architectural Guidelines.....	10
A. Doors.....	10
B. Windows.....	10
C. Fences.....	10
D. Flowers & Plantings.....	11
E. Holiday Decorations.....	11
V. Landscaping.....	12
VI. Restrictions.....	12
A. Rubbish Removal.....	12
B. Pets.....	12
C. Grills.....	13
D. General.....	13
E. Patio Furniture.....	14
VII. Swimming Pool/Tennis Court Rules.....	14
VIII. Sale or Lease of a Unit.....	16
A. Sale of a Unit.....	16
B. Rental of a Unit.....	16
IX. Maintenance Fees, Liens, Collections.....	17
X. Procedure to Suspend Owner's Rights.....	17
XI. Complaint Procedure.....	18
XII. Enforcement and Assessments.....	18
XIII. Severability.....	20
Do's & Don'ts of Scotland Yard.....	21

## INTRODUCTION

Welcome to Scotland Yard Condominium Association. We, the Board of Directors, hope you enjoy your Living Unit. Our objective is to maintain the Association as a very special place to live. To accomplish this, the Board of Directors has put together this Rules and Regulations Booklet which pertains to living at in this community atmosphere.

This Rules and Regulations Booklet contains common sense rules and information that take into consideration the health, safety, comfort and general welfare of all Owners and Tenants of Scotland Yard. The Board of Directors, in enacting these Rules, has not presumed to cover every possible situation; rather, the Rules contained herein cover those major areas where problems could occur. We hope you find them reasonable and will cooperate in upholding them.

This Booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this Rules and Regulations Booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

We ask that you keep this Rules and Regulations Booklet handy and that you refer to it when necessary. If something arises that may not be covered, please do not hesitate to contact the Property Manager. Additional information is also contained in the Declaration of Covenants, Conditions, Easements and Restrictions of and Bylaws. A copy of the Declaration and Bylaws can be obtained from the Property Manager, or from the County Recorder's Office, for a fee.

Lastly, please visit our website at **[www.scotland-yard.net](http://www.scotland-yard.net)**. We have Association's Declaration, Bylaws, and Rules & Regulations available in .pdf format, as well as forms for House Watch, Work Order Request, Parking Permit Request and others.

Thank you,  
The Board of Directors  
Scotland Yard Condominium Association  
Enacted April 30, 2013

Visit us at  
**[www.scotland-yard.net](http://www.scotland-yard.net)**

## NOTES

Scotland Yard is comprised of three hundred twenty three (323) units. The Property is located in the City of Columbus, Ohio. All streets within the Property are private and they are maintained by the Condominium Association.

As a Condominium Association (hereinafter referred to as "Association"), we are governed by the Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter referred to as "Declaration") and the Association Bylaws (hereinafter referred to as "Code" and/or "Bylaws").

The Board manages the Association's affairs on behalf of the Owners. Our Bylaws require that meetings be held at least once (1 time) per year. The Board of Directors (hereinafter referred to as "Board") will set the meetings for the ensuing year.

An open forum for Owners immediately follows each board meeting. At this time, Owners may bring to the attention of the Board and the Property Manager any items regarding the Association that they would like to discuss. However, before the Board and/or the Property Manager can or will take any action, these items must be submitted in writing to the Property Manager.

All Owners immediately become members of the Condominium Association, Inc. upon the purchase of their Living Unit and are legally bound by its Declaration, Bylaws, and Rules. A policy for insurance coverage is purchased by the Association for the Common Areas. For further insurance information refer to Article XI of the Declaration.

The Property Manager is responsible for the day-to-day management of the Association. They are responsible for billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association (i.e. snow removal, landscaping, etc.) and monitoring these services. They also act in an advisory capacity to the Board. Any questions or inquiries you may have should be directed to the Property Manager.

The Property Manager is responsible for maintaining the Common Areas in accordance with the Declaration. A monthly maintenance fee is collected to cover these expenses which include, but are not limited to, common water, street lighting, roads, landscaping, snow removal, and garbage. A copy of the yearly budget for is available to all Owners by calling the Property Manager.

Certain maintenance and repairs are the responsibility and expense of the Association. Others are the responsibility of the individual Owner. The Declaration and Bylaws define the standard of living Owners may expect. These documents are designed to protect the rights of each Owner. However, policy and procedure cannot replace courtesy and the need to communicate with each other. **Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion.**

I. COMMON AREAS

A. DEFINITION

"Common Areas" is defined as all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners and/or Occupants. Common Areas include the entrance to the Property, Association roads, swimming pool, playground and those areas of land intended for the common use, benefit and enjoyment of all Owners and/or Occupants. The repair and maintenance of all the common property is done at the Association's expense except as otherwise explained in the Declaration, Bylaws, and Rules Handbook.

B. MOTOR VEHICLES

1. The following vehicles are prohibited from being parked at Scotland Yard:
  - a. Buses
  - b. Boats and/or boat trailers
  - c. Campers or camper trailers
  - d. Mobile and/or motorized homes (recreational vehicles)
  - e. House or horse trailers
  - f. Vehicles with attached snow plows
  - g. Inoperable/extremely damaged vehicles
  - h. Trucks weighing over 1 ton
  - i. Semi-Tractor trailers and tractors (trailer cabs)
  - j. Covered vehicles
2. Commercial trucks/vans are permitted on the Property for a temporary business purpose only. Semi-trucks, delivery vans, and tow trucks are not permitted for overnight parking.
3. All vehicles on the property must have current license tags and driven by licensed drivers.
4. Vehicles with loud exhaust systems are prohibited.
5. Moving vans are permitted to be temporarily parked in parking spaces and/or streets only if an alternate path around the moving van is provided for traffic.
6. Riding of trail/dirt bikes, motorized miniature bikes, skateboards and snowmobiles is prohibited on the Property.
7. Automobile repairs and maintenance on the streets and public parking areas are prohibited. The only allowed repairs permitted are:
  - a. Changing a flat tire
  - b. Jump starting or charging a battery
  - c. Changing wiper blades
  - d. Checking and adjusting windshield washer fluid, oil, water and anti-freeze levels only.
  - e. No oil changes, radiator flushes, or other repairs are permitted.
8. Absolutely no driving or parking on grass is permitted at any time. Driving or parking on the Common Areas (grass/sidewalks/land) will result in an immediate escalating fine.

- **Do read and understand the Rules & Regulations and the By-Laws of the Scotland Yard Community.**
- **Do** plant flowers in Common Area adjacent to your building front with the permission of the Association.
- **Do** check with the Association prior to the installation of any satellite dish.
- **Do** check with the Association office prior to the installation of any exterior door or window. All exterior frame surfaces must be brown in color.
- **Do** make sure that all vehicles are registered with the SYCA Office, and the SYCA car stickers that are issued be prominently displayed in the front window of the vehicles.
- **Do** walk your pet on a 6 ft. or less leash and pick up after the animal immediately.
- **Do** report, in writing with your signature to the SYCA Office, any residents that do not pick up after their pets. Also report any dogs that are running loose in the community and Animal Control will be called to pick up these dogs.
- **Do** help your community by picking up litter and placing all trash in dumpsters.
- **Do** place bulk trash items in the bulk pick-up area adjacent to the SYCA Office.
- **Do** obey the rules of the pool and the lifeguard's instructions at all times.
- **Do** be courteous to your neighbors...control TV/music volume, barking dogs, etc.,
- **Do** get to know your neighbors!
- **Do** leave your front and rear porch lights on dusk till dawn.
- **Do** report suspicious activity to the Columbus Police Department at 645-4545, or in the case of an emergency, call 911.
- **Do** call the Scotland Yard Condo office with neighborhood concerns that you have...863-3774.
- **Do** obey the 15 MPH Scotland Yard speed limit.
- **Do Not allow anyone to play in the streets or parking areas. Let's keep everyone alive!**
- **Do Not** leave toys in the Common Areas unattended.
- **Do Not** allow residents to cause harm to the Common Area. **You** are responsible for any damage. The Association will aggressively pursue all legal remedies for any type of vandalism.
- **Do Not** attempt to use the swimming pool facility if you do not have a pass.
- **Do Not** let your vehicles sit unattended for long periods of time or become inoperable (flat tires, leaking fluids, etc.). They will be towed at the owner's expense.
- **Do Not** install window air conditioners in a condominium unit window.
- **Do Not** display "For Sale", "For Rent", "Yard Sale", "Beware of Dog" or any other sign in the condominium unit windows or in the SY Common Areas.
- **Do Not** attach **anything** to the outside of the fence or the building exterior.
- **Do Not** lean large bulk items against trash dumpsters.
- **Do Not approach suspicious situations...call the police!**

5. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.
6. Any member of the Board shall disqualify themselves in the event of a conflict of interest.
7. If the complainant does not appear and remain present for the entire hearing, the case shall be dismissed.

H. Review and Appeal: Findings for or against any accused shall be reviewed by the Board of Directors, only under such rules as they may from time to time adopt. All appeals shall be filed in writing within ten (10) working days to the Board of Directors at the Scotland Yard office. All enforcement assessments shall be held in abeyance pending final review of the Board. Following the findings of the Board of Directors, enforcement assessments, if any, are payable within five (5) working days.

### XIII. SEVERABILITY

If any of the foregoing Guidelines and Rules or Provisions are declared void, such Provision shall be deemed as severed from these Guidelines and Rules which shall otherwise remain in full force and effect.

### C. PARKING

1. Parking within ten (10) feet of fire hydrants is prohibited.
2. Parking on any Association roads overnight is prohibited.
3. Parking on any grass area, lawn, or any sidewalks is prohibited at all times.
4. No vehicle shall be parked as to block any dumpster.
5. No vehicle shall be parked in more than one parking space.
6. No vehicle shall be continuously parked at any location for more than fourteen (14) consecutive days. If any owner or resident shall be out of town for an extended period of time and cannot comply, he/she shall give prior notice to the Property Manager.
7. There are no assigned parking spaces. Parking is on a first-come, first-served basis.
8. Parking Permits are required. All residents' vehicles must display an SYCA Parking Sticker in the lower passenger side of the windshield area. Please contact the Property Manager for the appropriate form and permit information.
9. Guest Parking Permits—One (1) reusable Guest Parking tag will be issued per unit. Place the Guest Tag from the rear view mirror to avoid a "no permit violation." This does not replace a residents SYCA sticker. Additional temporary permits are available at the office.
10. Parking of unlicensed, unregistered and/or abandoned vehicles on Association property is prohibited and subject to towing at the owner's expense.
11. No vehicle may be left in a parking space or other Common Area in a non-operative or extremely damaged condition longer than 48 hours.
12. No vehicle shall impede progress on the streets, sidewalks, or block other cars from areas designated for parking.
13. All motorized vehicles, including motorcycles, shall be parked and operated in the same areas commonly used for passenger automobiles. Parking and storage on patios is prohibited.
14. If a car is illegally parked, the car may be ticketed by a duly appointed agent of the Association and subject to tow at the owner's expense.
15. For rental Units, only named tenants on a lease may receive a parking permit sticker.
16. Parking Violation Procedure:
  - a. In most cases, a Parking Violation sticker will be placed on the driver's side window, specifying the time and date of the notice as well as the time and date for the violation to be corrected. Generally, a minimum of 24 hours will be given to address the violation.
  - b. The Association reserves the right to have a vehicle towed immediately if it is parked in a manner that impedes access to a Unit, is blocking traffic, or is causing disruption or damage to the Association's property.
  - c. The vehicle will be towed at the owner's expense.

D. TRAFFIC RULES

1. The speed limit is 15 mph.

E. LIGHT POSTS

1. Tall Light Posts located around Scotland Yard are maintained by the electric company. Should you observe a burned out bulb or broken glass inserts, please report it with a call to the electric company, via their website, or contact the Property Manager.
2. Short Light posts (approximately 5 feet tall) located around Scotland Yard are maintained by the Association. Should you observe a burned out bulb or broken glass inserts, please call the Property Manager.

F. WATER

1. Your water usage is included in your monthly maintenance assessment. In order to keep the costs down, washing of cars and outdoor watering, other than for flowers, is prohibited. Sprinklers of any kind, soaker hoses, or other forms of irrigation are prohibited. Residents are permitted to wash their patio areas once per month.

G. SATELLITE DISHES

1. All installations must be approved prior to installation. Have your chosen installer contact the Property Manager.
2. Acceptable Satellite Dishes – dishes cannot be more than 24 inches in diameter. No more than one (1) dish per Living Unit is permitted. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.
3. Location of Installation – All dishes must be installed in the Limited Common Area (patio area) only. NO Exceptions, unless a variance is granted by the Association.
4. Installation of Satellite Dishes
  - a. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions.
  - b. All installations shall take aesthetic considerations into account. The standard base or mast of the dish must not exceed the height of the patio fence when installed.
  - c. Dishes must be camouflaged, screened and/or shielded by landscaping or other objects, such as imitation rocks, as approved or instructed by the Board to prevent view of the dish(es) from the street and from other Living Units to the maximum extent possible.
  - d. Attaching the satellite dish to the building or to the fence is strictly prohibited.
  - e. All cables must be run through the ground floor. Cables run on the outside of the building and in through a window are prohibited. Drilling into the siding/brick above the ground floor is prohibited. No cables may be attached to the exterior of the building.
5. Maintenance - Owners have seventy-two (72) hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Owner's expense after seventy-two (72) hours, or at anytime if the detachment threatens safety of persons or property.

- F. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be served upon the alleged responsible Owner specifying:
  - a. A reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment (as appropriate, some violations may result in an immediate fine.)
  - b. A description of the property damage or violation
  - c. The amount of the proposed charge and/or enforcement assessment
  - d. A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment
  - e. The Board reserves the right to charge an enforcement assessment immediately for violations. For example, failure to clean up after your pet will result in an immediate penalty.

G. Enforcement Assessment Structure

1. Enforcement Assessments are charged on an escalating scale for repeated violations of the same issue.
2. Enforcement Assessments
  - a. First Infraction is \$75.00
  - b. Second Infraction is \$100.00
  - c. Third Infraction is \$125.00
  - d. For continuing infractions, \$25.00 is added to the last infraction amount.
3. Enforcement Assessments are due 10 days after being issued. Should the recipient request a Hearing, the due date will be delayed until the Board hears the issue and makes their decision.

H. Hearings

1. To request a hearing, the Owner must mail or deliver a written "Request For A Hearing" notice which must be received by the Board not later than the tenth (10th) day after receiving the notice above.
2. If an Owner timely requests a hearing, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
3. One postponement may be granted, not to exceed fifteen (15) additional days, if adequately justified by either the accused person or complainant.
4. At the hearing, the Board and the alleged responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

## XI. COMPLAINT PROCEDURE

- A. Complaints against anyone violating the Rules must be submitted to the Property Manager in writing and must contain the date, signature, home address, and telephone number of the individual filing the complaint.
- B. The Property Manager will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the Owner's agreement to cease the violation.
- C. If reasonable efforts to gain compliance are unsuccessful, the Owner will be subject to the penalty provisions contained in the Enforcement Procedures as set forth in this Section XII of the Rules.
- D. Dismissal of Complaint: Any or all of the allegations stated in the complaint may be dismissed by the Board of Directors for any of the following reasons:
  1. The allegations are not of an action that is prohibited by the Rules and Regulations or by the Declarations and Bylaws.
  2. The Complaint appears to be frivolous, malicious, or not in the best interests of the Association. Prompt notification of a dismissal shall be given to the complainant and the accused.

## XII. ENFORCEMENT PROCEDURES & ASSESSMENT FOR RULE VIOLATIONS

- A. The enforcement of the Scotland Yard Condominium Association Rules and Regulations, and of the Declarations and Bylaws of same will be outlined herein, provided that nothing contained herein shall limit any remedy the Association or any owner may have under law or under those documents.
- B. The Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Owners, guests, or the Occupants, including Tenants of Living Unit.
- C. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible Owner.
- D. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Owner's account.
- E. In addition to any other action and in accordance with the procedure outlined below, actual damages and/or an enforcement assessment of may be levied by the Board against an Owner in violation.

## H. GENERAL

1. Except as otherwise provided, the Common Areas shall be used for the sole and exclusive use, benefit, and enjoyment for the purpose and in the manner which such areas and facilities are ordinarily used. In addition:
  - a. Littering is prohibited
  - b. All forms of Soliciting, including religious materials, are prohibited
2. Damage to the Common Area caused by an Owner, Tenant, Guest or Occupant, or pet of an Owner, Tenant, Guest or Occupant, shall be repaired or replaced at the expense of the Owner.
3. Residents and Guests shall be responsible for keeping Common Areas clear of all personal articles.
4. Residents and Guests shall not be permitted to play, climb, or otherwise jeopardize lamp posts, trees, shrubbery, parked vehicles, fences or other structures.
5. For the safety of all residents, all recreational equipment and play vehicles must be removed from the Common Area by dusk each evening.
6. Residents and Guests shall not be allowed to play or ride recreational vehicles or play any sports in parking areas or streets.
7. Parents, Residents and Guests are responsible for supervising their children.
8. Items left in the Common Area, including exterior landings and stairwells, may be removed and stored by the Association at the Owner's expense for a minimum of one hundred twenty (120) days. The Board shall send the alleged violator a written request to remove the item(s) within twenty-four (24) hours. If the violation persists, a second written request shall be hand-delivered or sent by certified mail with another deadline. If the item is still in violation, the Board shall call or inform the local police department of the removal of the item and the contact person for retrieval. Thereafter, the item will be removed, the spot of removal will be tagged and the Living Unit will be notified regarding the retrieval procedure.
9. Units designated as a one bedroom flat have an outdoor utility closet. Using the utility closet as storage is prohibited.
10. Posting signs on trees is prohibited.
11. Owners shall report to the Property Manager the need for any repair to the Common Area, which is the obligation of the Association to maintain.
12. Owners must not give work instructions to any Maintenance Staff or Service Contractor (i.e. landscaper or snow plow). This requirement is not intended to reduce or refuse services, it is simply an administrative procedure to ensure that the contractor is performing work in accordance with any contracts. Neither the Association nor the Association's service contractor will be held responsible for maintenance, repair, or replacement of an Owner's personal property in the Common Areas.

13. Signs of any type are prohibited from being displayed on any part of the Property except that two (2) "Open House" signs may be displayed for one day prior and on the day of the showing. These signs must be immediately removed when the Open House has ended. **For Sale, For Rent, Beware of Dogs, etc. signs are strictly prohibited.** No signs may be attached to the Unit or fence.
14. Lawn furniture is prohibited from being placed on the lawn areas. Landscape service contractors will not accept the responsibility for moving the personal property of Owners to facilitate grass cutting.
15. Small lawn ornaments, not to exceed eighteen inches (18") in height, may be placed in the shrub beds. Neither the Association or the Association's contractors will be held responsible for maintenance, repair or replacement of such ornaments. Fountains and statues are prohibited outside the patio area.
16. Yard and patio sales are prohibited, except when the Association sponsors a community-wide event.
17. Hanging clothes, sheets, blankets, towels, other laundry, or items of any kind in the Common or Limited Common Area, is prohibited. This includes hanging items over the fence, or the use of a clothes line.
18. Owners are permitted to display one (1) standard-sized flag, not to exceed 3' x 5', of the United States of America within the Limited Elements of your Living Unit, and may be hung either on the columns of the porch, utilizing a fastened mounting bracket or on the siding utilizing a siding block mounting bracket. The flag must be made of nylon, polyester, or cotton. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The installation of a free-standing flag pole in the ground is prohibited. The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.
19. Each Owner must obtain insurance at his/her own expense affording coverage upon his/her Living Unit. Insurance coverage purchased by the Association does not apply to Living Units.
20. Owners that share common walls on either side, that have installed electronic and/or audio equipment on the shared walls, need to be considerate of any noise that may be created by the use thereof.

## II. LIMITED COMMON AREA

### A. DEFINITION

Limited Common Areas are those portions of the Common Area that are immediately adjacent to the respective Living Unit and designated for the exclusive use of the respective Owners, subject to such restrictions governing their use as may be established by the Declaration and Bylaws.

- B. These are designated Common Areas because the Association has control over how they are to be maintained. Their complete designation is, however, "Limited Common Area" because they are limited for the use of one Living Unit.

## IX. MAINTENANCE FEES, LIEN PROCEDURES, & COST OF COLLECTION

- A. Maintenance fees can be mailed or delivered to the Property Manager at the Condo Office. Please make checks payable to the "SYCA" or "Scotland Yard".
- B. Maintenance fees and assessments are due on the first (1st) day of the month.
- C. Payments received after the tenth (10th) of the month will be considered late. An administrative charge of Twenty-Five Dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance. Such fee is subject to increase upon further notice.
- D. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of the delinquent maintenance fees, penalty assessments or special assessments will be added to the amount owed by the delinquent Owner.
- E. Past due maintenance fees may result in a lien and foreclosure proceedings to be filed against the Living Unit.
- F. If an Owner fails to perform any act that he/she is required to perform by the Declaration, Bylaws and/or Rules, the Association may, but shall not be obligated to, undertake such performance or cure such violations, and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such Owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable. The Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
- G. Payments received will be applied in the following order:
  1. Late Fees
  2. Legal Fees
  3. Past Due Amounts
  4. Current Amounts

## X. PROCEDURE TO SUSPEND UNIT OWNERS' RIGHTS

- A. The Board has the right to suspend the rights of the Owners with maintenance fee balances that are delinquent more than thirty (30) days.
- B. At a Board meeting, or via written ballot, the Board may vote to suspend the rights of all delinquent Owner(s) (and their Occupants, if applicable).
- C. The Board must then notify all Owner(s), if delinquent, that their rights have been suspended and will be reinstated only upon payment in full. If an Owner's right to vote is suspended before an annual meeting, then the Board will include a deadline for bringing the account current so there is time to reinstate the right to vote prior to the meeting. To be reasonable, notice will be sent out at least thirty (30) days before the meeting.
- D. Upon verification of payment in full, the Board will send notice to the Owner acknowledging that the right to vote has been reinstated.

### VIII. SALE OR LEASE OF A LIVING UNIT

#### A. SALE OF A LIVING UNIT

1. Within fifteen (15) days of executing a Purchase or Sales Agreement, the Owner or real estate agent must notify the Property Manager and the Board to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
2. At the same time as above, the Owner must provide the following:
  - a. Names of all occupants
  - b. Home and business mailing addresses
  - c. Home and business telephone numbers
  - d. Sales price
  - e. Mortgagee
3. Any change in the information required in the above must be provided to the Property Manager and the Board within thirty (30) days of the change.
4. The Property Manager and the Board will coordinate the paperwork with the banks, real estate agents, appraisers, and escrow agents. A New Account Setup fee of \$175.00 (subject to change) for these services will be charged to the buyer. The selling and buying parties may determine who pays this fee.
5. The seller is responsible for providing the following information to the buyer:
  - a. Copy of the Declaration and Bylaws, and any Amendments
  - b. Copy of the Rules and Regulations Booklet
6. "For Sale" signs are prohibited. Two "Open House" signs are permitted one day prior and on the days of the showing only.

#### B. RENTAL OF LIVING UNIT

1. "For Rent" signs are prohibited.
2. **Leasing or sub-leasing of a Living Unit, as per the Declaration, is prohibited.**
3. Some units have obtained "Grandfathered Status" in regards to renting. Those Owners must provide the Property Manager and Board with the following information **BEFORE THE TENANT TAKES UP RESIDENCE:**
  - a. Copy of lease
  - b. Full name of Tenant(s)
  - c. Names of all occupants of the Living Unit must be listed on the lease.
  - d. Home and business telephone number of Tenant(s)
  - e. Parking Permit information
  - f. New Tenant fee of \$85.00, payable to SYCA
  - g. Failure to provide this information PRIOR to a new tenant moving in will result in an escalating fine, starting at \$75.00.
4. The Owner is responsible for making the Tenant aware of the Rules.
5. The lease document must contain a clause making it subject to the Covenants and Restrictions in the Declaration, Bylaws, and Rules.
6. The Owner is responsible for Tenant violations of the Declarations, Bylaws and Rules and will be responsible for rule violation assessments.

### III. RESPONSIBILITIES

#### A. The Association is responsible for the reasonable maintenance of the following:

1. Entranceway areas
2. Berms along public road
3. Roads and median strips
4. Parking areas
5. Drainage system
6. Sanitary sewer system that is not the responsibility of the City
7. Common Area landscaping
8. Care and maintenance of Common Area
9. Community signs
10. Taxes for the Common Area
11. Water, sewer, and electricity for the Common Areas
12. Insurance coverage in accordance with the Declaration and Bylaws for the Common Area.
13. The Patio fences (maintenance, repair, replace)
14. These are only some of the items listed in the Declaration and Bylaws. If you have any questions, please consult those documents.

#### B. The Unit Owner is responsible for the following:

1. The decorated surfaces of (including paint, lacquer, varnish, wallpaper, tile and other finishing material) the basement or bottom floors, ceilings, interior and perimeter walls and carpet.
2. All windows, screens and doors, including the frames, sashes, jambs and hardware.
3. All fixtures and appliances within the unit, starting at the point it connects with the main line, including built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods.
4. All control knobs, switches, thermostats, and electrical outlets.
5. All space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits.
6. The patio areas. In the event a Unit owner shall fail to keep such patio area clean, or in the event the need for maintenance or repair of any part of the Common Areas, the cost of such maintenance and repair shall constitute a special individual Unit assessment, on the Unit owner. This determination shall be made by the Board.
7. The interior surface of the patio fence and locking hardware. The interior surface must be maintained by the Unit Owner, or the Association will paint as needed and bill the owner for the expense.
8. These are only some of the items listed in the Declaration and Bylaws. If you have any questions, please consult those documents.

#### IV. ARCHITECTURAL GUIDELINES

##### A. DOORS

1. All doors (exterior, storm, and screen) must be dark brown from the manufacturer.
2. Screens and windows must be kept in good repair.
3. Exterior doors with built-in blinds are prohibited for use on the front door of a Living Unit. The blinds are standard white, which gives the appearance of a white front door in violation of #1 above. This rule is to keep doors in the established aesthetic of the Association.

##### B. WINDOWS

1. Windows must be dark brown from the manufacturer.
2. Windows, when replaced, must adhere to the community aesthetic.
3. An upgrade of quality of window is permitted, providing the replacement windows are identical in appearance to the existing windows as originally installed by the Developer.
4. Any other changes in windows are prohibited without prior written Board approval.
5. All Owners must replace or repair any damaged or broken screens or glass immediately in order to maintain the aesthetic appearance of the Property.
6. Window Coverings in public view shall be maintained in good condition. Poorly maintained window coverings (broken blinds, etc.) that are deemed to be an eyesore must be replaced or restored to good condition.
7. Prohibited window coverings include but are not limited to: sheets, blankets, foil, newspaper, cardboard or any other objectionable materials.
8. Acceptable window coverings typically consist of curtains, blinds, and shutters, which are installed at the interior glass surface of windows and doors of the house whose function is to reduce the amount of sunlight entering the house in order to reduce solar heat gain, to reduce interior color fading, and to cut down or eliminate sun glare. Window coverings can also add privacy from unwanted viewers peering into the home without the homeowners losing their view of the outdoors.
9. Non-Holiday window decorations, such as sun catchers, are permitted if they are maintained in good taste.

##### C. FENCES

1. The size and style of all privacy fences will be maintained by the Association.
2. Locking hardware, and interior surfaces of the fence are the Owners' responsibility. Damage to gates or fences due to negligence of the resident will be considered a billable repair to the Unit Owner.
3. Approved colors for interior fence paint are located at the office. The Association can provide this paint at cost to the Unit Owner. There are five available color choices.

3. Swim diapers with an external rubber membrane must be worn by those that are not yet toilet trained. Parents, please assist your young children in making frequent visits to the restroom to minimize accidents.
4. Shoes may not be worn on the pool deck or in the pool, other than approved swimming footwear.

##### M. Cleanliness and Health:

1. Caution children to use toilet facilities before entering the pool.
2. Persons suffering communicable illness or diseases, for example, eye, ear, nose and throat infections, or poison ivy are prohibited from using the pool.
3. No pets allowed in the pool area.
4. Food or beverages are permitted in non-breakable containers only. Persons shall clean their area before leaving the pool.
5. Trash must be deposited in trash receptacles. Cigarettes and other flammables must be discarded only in those receptacles so designated.
6. Diapers must be changed in the restrooms only.
7. In the event that the pool water is "contaminated" or the pool water chemistry needs adjusting, the pool may be shut down for an indefinite period of time to allow staff to correct the problem(s).

##### N. Alcoholic beverages are permitted in the pool area for use by adults of legal drinking age and only when used in good taste and in plastic/paper containers and cans.

##### O. Responsibility: All residents and guests who use the facilities, do so at their own risk. The Association or management is not responsible for any accidents.

##### P. Disciplinary Action: Any persons who fail to comply with the rules and regulations set forth by the Board of Directors will have their pool privileges revoked by the lifeguard for a time to be determined by the lifeguard and the concurrence of a management representative. A "three strikes and you are out" policy will be enforced at the lifeguard's discretion regarding the number of warnings or infractions before privileges are suspended.

##### Q. Guests:

1. Family passes for immediate family are available for \$100.00 per season.
2. Guests are permitted when space permits in the judgment of the lifeguard or management. Persons fourteen to seventeen (14 – 17) years of age may bring one (1) guest to the pool at a time. Adults eighteen (18 years and older) may have up to a maximum of four (4) guests to the pool at any given time, subject to the lifeguard and or management's approval. If more than four (4) guests are visiting prior approval, in writing, must be acquired from Management for each occasion.
3. Each unit will be allotted ten (10) free guest passes per pool season. Free guest passes are not transferable, and a resident must accompany guests at all times. Following the use of the free guest passes, guest fees are \$3.00 per guest, per day.
4. Only tenants named on a lease will be issued pool passes.

E. PATIO FURNISHINGS

1. The definition of patio furniture is furniture such as chairs and tables suited for use on a patio or balcony such that will not be damaged by exposure to rain, sun or other outdoor elements.
2. Furniture not designed for outdoor use is prohibited.
3. No electrical appliance (refrigerator, freezer, etc.) are permitted in the patio area.

VII. SWIMMING POOL/ TENNIS COURTS RULES AND REGULATIONS

- A. The pool is for the exclusive use of owners, residents, and their guests. Recreational badges/passes will be issued for all authorized residents.
- B. Safety is of the first importance and must be practice by all. The primary responsibility for the safety of the children lies with their parents and guardians. The Lifeguard, Property Manager, or assignee may dismiss from the pool any person who violates the rules, who is disrespectful of or abusive to Lifeguards and other swimmers present, or fails to show evidence of their right to use the pool when requested. Any resident lending their pass to someone else will have their pool pass suspended.
- C. Pool Hours: Hours for the pool will be:  
Monday – Friday: 12:00 noon to 9:00 p.m.  
Saturday, Sunday and Holidays: 10:00 a.m. to 9:00 p.m.  
Quiet Swim is daily from 7:00 p.m. to 9:00 p.m.
- D. The pool may be closed, at the lifeguard’s discretion, prior to 9:00 p.m., in the event of inclement weather or if the pool is not in use.
- E. Any person, resident or guest, will be considered a trespasser and liable for prosecution for being in the pool area when closed.
- F. Residents must be 14 years of age or older to enter the pool area alone. Residents under the age of 14 must be accompanied by a parent or guardian 18 years or age or older. When the parent or guardian exits the pool, children under the age of 14 must exit with them.
- G. No rafts, balls, toys, etc. are permitted in the pool area unless approved by the lifeguard.
- H. No running, ball playing, throwing, pushing, wrestling, dunking or other horseplay allowed at any time.
- I. Appropriate language for a family atmosphere is required. Swearing, or otherwise using inappropriate language is cause for the Lifeguard to dismiss the offender.
- J. No public displays of affection are permitted.
- K. All injuries, however slight, must be reported to the Lifeguard.
- L. Swimwear
  1. Bathing Suits – lined bathing suits are REQUIRED. Unacceptable swim wear includes: shorts, cut offs, thongs, leotards, underwear, bras and sports bras.
  2. T-shirts may be worn, Females must be wearing an approved swimming top under the t-shirt.

4. Fence decorations on the interior of your patio cannot be visible from the street, nor can they be higher than fence. Additionally, nothing can be attached to the building structure.
5. Hanging Baskets—Please use discretion when attaching hanging baskets to the interior of your fence or the front post. Any damage caused by poor installation or hanging overweight items will result in the owner being billed for repairs.

D. FLOWERS & PLANTINGS

1. All flowers and plantings in flower beds or Common Areas is prohibited without Board approval prior to planting.
2. Seasonal flowers planted by Owners must be maintained in a manner that does not detract from the landscape appearance of Scotland Yard.
3. Flowers become the responsibility of the Owners to water, maintain, and remove when they die or come to the end of their season.
4. The Board and its landscapers assume no liability for any damage caused to Owners' plantings in the normal process of maintaining the Association property.
5. Climbing vines, plants and flowers are prohibited on fences and all buildings.
6. The variety of plant material selected by the Owner must be of a species that will not encroach upon or cause damage to the foundations, buildings, Common Area, or any utility service line.
7. No one is authorized to remove, replace or relocate any of the shrubs and/or bushes in the Common Area.
8. Vegetable gardens including, but not limited to, tomato, corn, and pepper plants, are prohibited.
9. Owners are permitted to plant vegetables in containers that may be placed on an Owner's patio.
10. Planting of shrubs and trees is prohibited without Association Approval.
11. To obtain Association approval for any planting you must:
  - Create a drawing/plan of the area, indicating what is to be planted, and where it is to be planted
  - Pictures and information on the type of plants
  - Submit above to the Property Manager PRIOR to any planting.

E. HOLIDAY DECORATIONS

1. Holiday decorations, including but not limited to, seasonal wreaths and holiday lights, may be displayed three (3) weeks prior to, and two (2) weeks after any holiday recognized by the Federal Government and the State of Ohio.
2. Special Occasion decorations such as birthdays, retirements, births, graduations, etc. may be displayed a maximum of fifteen (15) days.

V. LANDSCAPING

- A. Owners must not change, add, or subtract from the Association plantings without prior written Association approval nor will any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Association. All requests must be in writing and presented to the Property Manager. All changes must be approved in writing before they can occur. Any UNAPPROVED changes to the landscaping may be removed, WITHOUT NOTICE, by the Association at the Owner's expense.

VI. RESTRICTIONS

A. RUBBISH REMOVAL

1. No lumber, metals, bulk materials, refuse or trash may be burned, whether in indoor incinerators or otherwise, kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up.
2. Trash Dumpsters are located on each street, and are to be used for all rubbish. All refuse must be in plastic bags or a sealed container and placed in the dumpster.
3. No Unit or Common Area shall be used or maintained as a dumping ground, nor is rubbish to be kept or stored at any Unit.
4. Oversized items must be left next to your street's dumpster, or taken to the designated Bulk Area next to the office, behind the dumpsters. Do not put oversized items into the dumpsters.
5. CHRISTMAS TREE DISPOSAL. Discarding Christmas trees in the wooded area is prohibited.

B. PETS

1. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept in any Living Unit or in the Common Area, without the approval of the Board, except dogs, cats, birds, and other household pets approved by the Board.
2. All pets must be hand-leashed (not longer than six (6) feet in length) and under control of the pet Owner or responsible person when outside of a Living Unit. Pets are prohibited from running loose on the Property.
3. Pets may not be bred, kept or maintained for any commercial purpose.
4. Pet Owners shall be responsible for all damage caused by their pets to any Common Area including, but not limited to, shrubs, bushes, trees, and grass.
5. Pet Owners are responsible for the immediate and complete clean up after their pet in all Common Areas and Limited Common Areas. Pursuant to the provisions of the Declaration, the Board has the right to levy fines and enforce charges against persons who do not clean up after their pets. Failure to clean up after your pet will result in an immediate, escalating fine, starting at \$75.00.
6. No dogs shall be tied up, or left on a patio and allowed to bark in a manner that causes an unreasonable disturbance.

7. Attaching any type of chain or leash to any of the trees, bushes, patio posts and/or down spouts for use by pets is strictly prohibited.
8. Stakes are not permitted to be placed in the Common Area or Limited Common Area.
9. Dog houses or other structures used or intended for housing or keeping of animals are prohibited from being constructed, placed or maintained on any part of the Property.
10. An Owner is permitted to have a maximum of two (2) cats and two (2) dogs.
11. The right of the 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.

C. GRILLS

1. Use grills in accordance with the Ohio Fire Code.
2. Grills must be monitored at all times while in use.
3. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code should be reported to the Fire Department.
4. The cost to repair and/or replace any part of the Common Elements, including fences and buildings, damaged by a charcoal burner, gas grill or any other type of open-flame device is the Owner's expense.
5. The installation of a natural gas grill requires prior written Board approval. A written request must be addressed to the Board and mailed to the Property Manager.
6. The gas grill may not be installed in the Common and/or Limited Common Area lawn.
7. The installation of a gas grill must not present any obstructions for the landscape contractor.

D. GENERAL

1. Living Units shall be used as a residence by an Owner and family, or by tenants and guests.
2. Exterior modifications and/or installations are prohibited without prior written Board approval.
3. Toys, wagons, recreational equipment, bicycles, etc. may not be left on the Common Area or Limited Common Area overnight.
4. No decorations, additions, storage units, or satellite dishes may be attached to the building. If you have any doubts, please ask the Property Manager.
5. No Noxious, offensive or illegal activity shall be carried on in any Unit, Common Area or Limited Common Area, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
6. No commercial activities shall take place that will disturb the general atmosphere of the community. Activities that have the appearance of being commercial shall be presented to the Board and evaluated, and a ruling shall be made as to its acceptance or rejection.