

*Birkdale Village Condominium Association*

*Rules & Regulations*

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Rules and Regulations  
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## INTRODUCTION

Welcome to Birkdale Village Condominium. It is our wish that you will find, as many others have, that condominium living is a convenient form of home ownership as well as a sound investment that can appreciate in value over the coming years.

This booklet, **along with the State of Ohio mandated Condominium Association Declaration and Bylaws**, has been prepared to provide helpful information and instructions regarding our Condominium policies and procedures. The Association Board of Directors and your Management Company will be following them to best serve the Unit Owners/Residents of Birkdale Village Condominium. Violations of rules should be reported to the Management Company.

A Board of Directors is elected to manage the Association business, and to maintain, protect, and enhance the value of Birkdale Village. A management company is employed to assist the Board in their work. As a part of their responsibilities, the Board is charged with maintaining the aesthetic and architectural character of Birkdale Village Condominium. **Residents may not make any changes to Common Areas or Limited Common Areas without prior Board approval.** A copy of the Architectural/Landscape Change Application Form is provided in Appendix B for this purpose. Additional copies are available from the Management Company.

**NOTE:** The OHIO REVISED CODE Chapter 5311.09 requires Condominium Owner Associations to keep up-to-date records of Unit Owners/Residents. To meet this requirement, the Management Company **must be informed** whenever there is a pending change in ownership, or occupancy of a Unit. This makes it possible for the Association to fulfill its obligations and ensure that the new Unit Owner/Resident will receive all the keys and documents to which they are entitled. For your information, the Birkdale Village Condominium Association Declaration, page 1, contains a list of terms and their definitions.

Again, we welcome you to our community and wish you many years of enjoyment in Birkdale Village Condominium.

Sincerely,

**THE BOARD OF DIRECTORS**

## A. DISCLAIMER AND DOCUMENT REFERENCES

1. These Rules and Regulations are designed to familiarize owners with the Association, its management, policies, and procedures. A more comprehensive reference to any item concerning Birkdale Village Condominium Association can be found in the **Declaration of Condominium Ownership and the Bylaws of Birkdale Village Condominium Association, Inc.** Copies of these documents should be given to owners by the seller prior to sale or at closing. Copies of these documents are kept on file at the Montgomery County Recorder's Office and also at the Management Company. Additional copies of any Association documents may be obtained from the Management Company for a nominal fee to cover duplication costs.
2. As provided by the Declaration and the Bylaws, the Board of Directors may amend the Rules and Regulations when deemed necessary.
3. In case of conflict between the Declaration or Bylaws and these Rules and Regulations, the Declaration and Bylaws shall control unless the Declaration or Bylaw provision has been over-ruled by State or Local legal authority.
4. If you have questions, please refer to your Documents for further explanation, or contact the Management Company.

## B. ASSOCIATION MANAGEMENT

1. The Management Company for Birkdale Village Condominium Association is responsible to the Board of Directors for carrying out the day-to-day management of all Association business and commonly-held property. The Management Company has specific authorization and obligations delineated in the management contract, which runs for a period of one year intervals.
2. The Management Company is the vehicle by which the overall administration, policies and procedures, managerial decisions, etc., of the Board, acting on behalf of all owners, are carried out. The expertise and experience of a qualified management company provides the Board with the information and facts necessary to make appropriate decisions on almost all aspects of the condominium administration and management of common property.
3. Appendix A lists the current information for the Association Property Manager, phone numbers for emergency situations, and utility access locations for maintenance situations.
4. The Management Company should be contacted at any time to report problems regardless of their nature.

## C. ASSOCIATION AND UNIT OWNER RESPONSIBILITIES:

1. ITEMS COVERED WITH MONTHLY ASSOCIATION FEES:
  - a. Maintenance of roadways, driveways, sidewalks, patios, and fences.
  - b. Maintenance of exterior of all buildings including roofs, gutters, downspouts, exterior painting and caulking, landscaping maintenance, and snow removal.
  - c. Maintenance of light fixtures attached to outside of buildings (however, Unit Owners are responsible for supplying and changing light bulbs on their own Units—front entrance and garage).

- d. All other property (Clubhouse facilities, Swimming Pool, etc. ) which is required to be maintained by the Association in a good state of repair.
- e. Maintenance of common property.
- f. Water and sewer utility and trash collection for all Units.
- g. Mailboxes.
- h. Reserve fund for repair/replacement of common element items as required by State of Ohio law.
- i. Purchase of Association insurance as required by the Declaration.

2. ITEMS UNIT OWNER IS RESPONSIBLE FOR:

- a. Interior of Unit including glass breakage, fireplaces, and appliances.
- b. Unit door locks.
- c. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit.
- d. General interior upkeep (painting, rugs, etc.)
- f. Smoke detectors.
- g. Heating/air conditioning (including external compressors), and water heaters.
- h. Condominium Unit Owner insurance for personal property, contents, and liability coverage (see Section D).
- j. Windows and doors, including garage overhead door. The Board of Directors must approve all replacement doors, replacement storm doors, and replacement windows.

**D. CONDOMINIUM UNIT OWNER INSURANCE**

1. Unit Owners are not only responsible for losses to their personal property, but also for additions and upgrades to the interior of their Unit (such as light fixtures, ceiling fans, upgraded carpets, upgraded built-in cabinets, etc). Therefore, Unit Owners are encouraged to secure insurance against sudden and accidental losses which will include property of this type. The Board recommends **Condominium Unit Owner insurance with coverage for building additions/improvements of at least \$10,000.**
2. The amount of personal insurance coverage and any associated level of deductible is the decision of the Unit Owner. However, the deductible portion of the Association policy could be quite large by normal homeowner standards. The Association deductible is defined by the Board, but the Declaration limits this deductible to no more than \$10,000 per occurrence. In the case of a loss, the deductible could be assessed to the Unit(s) involved in the loss. This charge might be claimable against the Unit Owner's individual policy. It would be prudent to ensure that if such a charge were to occur, it would be covered to some extent by your individual policy.

## E. GENERAL RULES AND REGULATIONS

1. Each Unit shall be used only for residential purposes. No part of the Condominium property shall be used for other than housing or the common recreational purposes for which the property was designed.
2. To the extent permitted by law, a Resident may use a portion of a Unit for an office or studio (except music, drill, or dance studio) if the activities conducted therein do not interfere with the right of other Residents to enjoy a quiet, comfortable atmosphere and that such activities **do not increase the normal flow** of traffic or individuals in and out of the Condominium Property or in and out of said Resident 's building. No business, trade, industry, occupation, or profession of any kind, whether for profit or not-for-profit, may be conducted or permitted on any part of the Condominium property. This includes garage sales, yard sales, and auctions unless specifically run by the Association for the benefit of the Birkdale Village Condominium Association.
3. For the State of Ohio required record keeping, Unit Owner's **must notify** the Management Company prior to:
  - a. Signing a contract with a realtor for sale of the Unit.
  - b. Putting a Unit up for sale by owner.
  - c. A pending change in the occupancy of a rental/leased Unit.
4. When a Unit is sold, the selling owner must convey to the new owner at closing a copy of these Rules and Regulations, and the Association Declaration and Bylaws.
5. Nothing shall be kept in, or done to any Unit or to Common Areas, Limited Common Areas, or Facilities which impair or change the structural integrity of any building or facility.
6. Clothes, swimsuits, sheets, blankets, towels, or laundry of any kind **may not** be hung out or exposed on any part of the Common Areas, Limited Common Areas, or Facilities at any time.
7. Fires in installed fireplaces or in charcoal grills or similar approved manufactured cooking devices are permitted consistent with State of Ohio law (see Appendix E). Except as noted above, open fires are not permitted on Condominium property. Residents are responsible for the **safe disposal** of any hot coals or residue. All grills should be stored in the garage when not in use.
8. Noxious or offensive activities (i.e., loud noise, etc.) in a Unit, or in the Common Areas, Limited Common Areas, or Facilities, are **not permitted**, nor shall anything be done therein, either willfully or negligently, which may be, or may become an annoyance or nuisance to the other Residents.
9. Two (2) signs, professionally prepared not in excess of a combined total of nine square feet in size, advertising the Unit for sale or for rent may be placed on the interior side of the window of a Unit,. Two (2) "OPEN HOUSE" signs may be displayed on Condominium property only on the weekend for a period of twelve (12) hours prior to, and including, the open house—one sign placed at the Condominium entrance and one sign in front of the Unit for sale. Unit Owners are responsible for informing their realtor of these rules and the parking restrictions on the condominium property (See Section F, paragraph 2 and Appendix F). No other window display or advertising shall be maintained or permitted on any part of the Condominium property.

10. The Board of Directors has approved the use of one exterior flag per Unit. Contact the Management Company for guidance on proper installation procedures and locations. The Board of Directors has given blanket approval for live flowers under 18 inches in height and width to be planted in any portion of the mulch beds surrounding individual Units, but no closer than 6 inches from the grass surrounding the mulch bed. Blanket approval has also been granted for hanging baskets or flowers, hung from one or two shepherd's hooks no taller than 60 inches, placed in mulch beds. **An Architectural/Landscape Change Request Application must be submitted and approved by the Board of Directors** prior to placement of potted plants or any other ornamental items (including, but not limited to tables, chairs, benches, plant stands, etc.) in Common Areas and in Limited Common Areas that are visible from outside. Any items not approved by the Board are subject to removal by the Management Company. **All items should be removed from driveways and sidewalks during cold-weather months to facilitate snow removal (November through March).** The Association and the snow removal company will not be responsible for items not removed during cold weather.

11. Low voltage landscape or solar lighting may be placed on the ground along the exterior walls of a Unit. **An Architectural/Landscape Change Request Application must be submitted and approved by the Board of Directors prior to installation of any exterior lighting.** Any items not approved by the Board are subject to removal by the Management Company.

12. Declaration Article III, Section 2, Item (d) Visible Areas states the following:

**“Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige, or gray, or as otherwise authorized by the Board) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. No awning, canopy, shutter, or television or citizens’ band or other radio antenna transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch, or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.”**

13. Television satellite dishes measuring 24 inches or less in diameter and mounted on metal poles so that the entire dish is no higher than 60 inches above ground level are permitted in mulch areas that exist close to a resident’s unit. Unit Owners who wish to install a dish must complete and submit an Architectural/Landscape Change Request Application in accordance with Section L for approval prior to installation.

## **F. TRAFFIC AND PARKING AREAS**

1. Residents frequently walk in the village streets. Therefore, for safety reasons, all Residents and their guests must comply with all STOP signs, posted speed limits, and parking restrictions on Birkdale Village Condominium property.

2. To allow for easy access by emergency vehicles, parking is not permitted at any time on the streets within the complex. Delivery and service vehicles should park in driveways whenever possible. A map illustrating where guest parking is permitted is provided in Appendix F.

3. An inoperative vehicle (i.e., a vehicle which cannot be driven under its own power) may not be kept on Condominium property unless the vehicle is parked in a garage and the garage door is completely closed. Vehicles without current license plates are considered abandoned and will be towed away at the owner’s expense. Unit Owners are responsible for vehicles belonging to relatives and/or guests.

4. Trailer coaches, house trailers, automobile trailers, recreational vehicles, mobile homes, campers, boats/boat trailers, trucks over one-half ton, limousines, storage PODs, or similar vehicles are collectively defined as “Special Vehicles” by the Declaration. A “Special Vehicle” **may not** be kept on Condominium property unless it is parked in the garage of the Resident owning that vehicle, and the garage door is closed. Parking overnight in the Unit driveway to load/unload prior to, or after, a trip is permitted.
5. General maintenance (including oil and/or coolant changing) of any vehicle **may not** be carried out on any streets, driveways, or in the clubhouse parking lot. **Only emergency services** are allowed (i.e., tire changes, jump starts, etc.).
6. Guest parking for Clubhouse activities is restricted to the spaces in front and west side of the Clubhouse. Additional parking is permitted on Winston Farm Lane. **Clubhouse activity guests may not park on the street extensions leading into individual Unit driveways.** Unit Owners who rent the Clubhouse are responsible for ensuring their guests adhere to these rules.
7. Vehicles parked for periods longer than 48 hours in common parking areas are considered “vehicle storage” and are subject to towing at owner’s expense.
8. Asphalt areas **are not** designed or intended to be playgrounds. Unit Owners/Residents and guests are responsible for their children’s safety, as well as for any property damage or injuries resulting from Resident activities, as well as the activities of their children and their guests. Roller hockey and skateboarding are prohibited.

## **G. PETS**

1. In accordance with the Montgomery County leash law, all pets, including those of guests, must be on a hand-held leash when outside of the Resident’s Unit.
2. Pets **may not** be staked/tied in or to any Common Areas or Limited Common Areas or Facilities. Chains or stakes will be removed by the Management Company.
3. Pets **are not** allowed in the Clubhouse or inside the fenced area surrounding the Swimming Pool at any time.
4. All pets, including those of guests, must be controlled so as not to create a nuisance (such as continued barking, strong odors, damage to Common Areas, Limited Common Areas, or Facilities, etc.). The cost of the replacement and/or repair of damage to Common Areas, Limited Common Areas, and Facilities (such as digging up shrubs/mulch/grass) caused by pets belonging Residents and their guests/ will assessed to the Unit Owner involved. If repeated incidents of property damage, creating a nuisance, or unreasonable disturbances occur, the Board of Directors has the authority, under the Declaration, to issue a written notice requiring the permanent removal of the offending pets from Condominium Property within seven days after the written notice is issued.
5. Birkdale Village Condominium Association requires that ALL pet owners, whether Residents or guests, **pick up pet waste immediately after occurrence.** A Unit Owner is responsible for violations by guests/tenants to their Unit. Pets should be walked using the streets. Out of consideration for your neighbors, the use of the Common Areas or Limited Common Areas immediately adjacent to any housing Unit for walking a pet should be avoided. An **enforcement assessment may be levied for each pet waste deposit not picked up immediately.**
6. No animals of any kind shall be bred in any Unit or in the Common Areas or Limited Common Areas and Facilities.



7. A maximum of two pets, each with a maximum mature weight of 40 pounds, is permitted per Unit.
8. Exotic animals are not permitted in the Birkdale Village Condominium.

## H. LEASED/RENTED UNITS

1. In accordance with Amendment IV to the Declaration, Units shall not be used as rental property. The only exceptions to this restriction are:

a. Units that were used as rental property on the effective date of Amendment IV.

b. Cases where a hardship creates a situation where it is necessary to use a Unit as rental property and application for a hardship rental has been submitted to and approved by the Board of Directors. Examples of hardships (not an all inclusive list) are: (i) where a Unit Owner must relocate his or her residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit for the current appraised market value, after having made reasonable effort to do so; or (ii) where the Owner dies and the Unit is being administered by his or her estate; or (iii) where the Unit Owner takes a leave of absence or temporarily relocates and intends to return to reside at the Unit, in which case the Unit Owner must reapply at the end of each lease term for renewal of the hardship exception.

2. The occupancy of a Unit by an immediate family member of the Owner(s) shall not be prohibited by this Section. "Immediate family member" shall mean father, mother, brother, sister, or children of the Unit Owner(s).

3. Any first mortgagee of a Unit who becomes the Owner of that Unit shall be permitted to lease the Unit until its conveyance, up to maximum time period of two years.

4. Rental agreements and leases shall be in writing. **The Unit Owner is responsible for a tenant's actions including any violation or damage assessments incurred by a tenant or their guests.**

**5. Unit Owners or their agent must notify the Management Company of any tenant changes and file a copy of the lease and other tenant data with the Management Company within ten (10) days of the tenant occupation.** Failure to do so may result in the loss of access to Common Areas and Clubhouse facilities by the Unit Owner, and in turn, by their tenants.

6. Tenants must abide by all Association rules and regulations. The Unit Owner as well as the tenants will be notified of rules violations.

7. No Unit Owner or first mortgagee in possession shall lease/rent less than an entire Unit.

8. There shall be no subleasing of a Unit by a renter.

9. No Unit may be leased/rented for a term of less than one (1) year.

10. The following process shall be used for administration of the application and approval for hardship cases:

a. If a hardship creates a situation where it is necessary to use a Unit as rental property, the Unit Owner (or executor for the estate of a deceased Unit Owner) must submit in writing to the Property Manager the following information: (i) The name of the Unit Owner and the address of the Unit for which a hardship rental is requested and, if the requestor is not the Unit Owner, the requestor's name, phone number, and relationship to the Unit Owner, and (ii) The detailed and specific reason for the hardship rental request, including all of the factors that the Association Board should consider, and (iii) The approximate start and end dates for the hardship rental.

b. Upon receipt of the request, the Property Manager within two days shall: (i) Notify the person making the request that the request has been received; and (ii) Notify the Board President about the request.

c. The Board President will call a special meeting of the Board, during which the request will be reviewed and voted upon for approval/disapproval. In order to expedite the process, the requestor will be asked to attend this meeting to provide clarifications that the Board may need. The requestor will be excused from the meeting prior to final discussion and vote by the Board. The Board President will notify the Property Manager of the Board's decision. This process will be completed within one week. The Property Manager within two days will notify the requester in writing the details of the Board's decision regarding the hardship request.

d. To request an extension of the hardship rental, the above process will be followed at least 60 days prior to the expiration of the current hardship rental.

## I. CLUBHOUSE

1. Clubhouse facilities are for the use of Residents in good standing and **properly escorted guests**.

2. **The entire Clubhouse and surrounding grounds are NO SMOKING areas. Discarding of cigarette butts outside the Clubhouse is prohibited.**

3. Clubhouse Facilities may be used by Residents 18 years of age or older. However, **all guests, and Resident children under the age of 18, must be escorted by a Resident who is 21 years of age or older whenever they are in the Clubhouse.**

4. **Pets are not permitted** in the Clubhouse building.

5. Wet swimwear is permitted only in the restrooms. It is not permitted in any other section of the Clubhouse at any time.

6. The Clubhouse and adjacent grounds may not be used for any dangerous activity or unlawful purpose. Consumption of alcoholic beverages by persons under the **State or Local** legal age for such activity **is not permitted**. Noise must be kept at a reasonable level. The **Police** will be called if activities get out of control.

7. A group of Unit Owners may reserve, without cost, the **Rental Area** for a common purpose open to all Residents (i.e., card night or game night).

8. The **Rental Area** does not include the Exercise Room or the fenced Swimming Pool area. These are Common Areas for all Residents to use during the normal hours of operation.

9. A Unit Owner who is 21 years of age or older and in good standing with the Association may reserve the area of the Clubhouse defined as the **Rental Area** for their **exclusive use**. A rental fee applies. See RENTAL OF THE CLUBHOUSE chapter for details.

10. The Clubhouse front door can be accessed by using a keypad lock. **The keypad code may not be given to anyone not a Unit Owner/Resident of Birkdale Village Condominium.** Each Unit is given a key that unlocks the Swimming Pool Area gate, the outside doors to the restrooms, and the Exercise Room. Keys may not be duplicated. If a key is lost, the Unit Owner will be assessed a \$25 fee for replacement.

11. The Clubhouse thermostat is set at 58 F degrees when heat is used and 82 F degrees when A/C is used when the building is unoccupied. Any Residents who change the thermostat setting must reset to the standard setting prior to leaving the building.

**12. Neither the Association nor the Management Company is responsible for any injuries to Residents and/or guests while using the Clubhouse or any other Facilities. The cost of repairing damages to the Clubhouse and its contents will be assessed against the Unit Owner involved.**

## **J. EXERCISE ROOM**

1. The Exercise Room is for the use and enjoyment of Birkdale Village Condominium Residents and guests; however, all guests and any children under the age of 18 must be accompanied by a Resident who is 21 years of age or older. A Resident is limited to two (2) guests in the Exercise Room at any given time.

2. Pets, food, and beverages are not permitted in the Exercise Room at any time. Water is permitted. Glass containers are not permitted.

3. Proper usage of the exercise equipment by Residents and guests is required. Improper use can result in personal injury and/or damage to equipment, and may lead to the suspension of Exercise Room privileges for Residents of the Unit involved and their guests. The cost of repairing damages to any of the equipment will be assessed against the Unit Owner involved .

4. Each Unit is given a key that unlocks the Swimming Pool Area gate, the outside doors to the restrooms, and the Exercise Room. Keys may not be duplicated. If a key is lost, the Unit Owner will be assessed a \$25 fee for a replacement.

5. All exercising is done at your own risk.

**6. If thermostat setting was changed, reset to 58 F degrees for heat or 82 F degrees for cooling.**

7. The exercise room will be locked during rental of the clubhouse meeting room, but it is available for to the Unit Owners by use of their key.

## K. SWIMMING POOL RULES

1. **THERE IS NO LIFEGUARD ON DUTY!!!** Residents and their guests use the Swimming Pool at their own risk. **A phone is provided at poolside for use to contact emergency personnel for injuries or the Management Company for equipment malfunction.** To ensure the safety of all Swimming Pool users, please **report immediately to the Management Company any malfunction or contamination of the Swimming Pool and any harmful debris (broken glass, etc) in the area adjacent to the pool.** The Association and the Management Company are not responsible for swimmers or for personal property of Residents. Residents are solely responsible for their behavior and the safety of their children and any guests of their Unit.
2. Hours for the Swimming Pool are 9:00 am to 10:00 pm. Smoking is not permitted in the fenced Swimming Pool area.
3. Swimming Pool equipment is kept under lock. For the enjoyment of Residents, the water temperature will be set at 85 F degrees.
4. All Residents share the responsibility for seeing that the rules are obeyed. Residents have the right, and the obligation, to approach violators and ask them to follow the rules. We are a private Swimming Pool; however, because we have 52 Units, we are covered by the same health and safety guidelines the State and County impose for public swimming pools.
5. Clubhouse Rental **does not include** the Swimming Pool area, and the Swimming Pool cannot be rented for private parties.
6. The Swimming Pool is primarily for the use of Residents of Birkdale Village Condominium. A Unit may sponsor a maximum of four (4) guests. All non-residents are considered guests. Guests, and Resident children 16 years of age and under, must be accompanied by a Resident who is 21 years of age or older whenever they are in the Swimming Pool area. Resident children over the age of 16 may use the Swimming Pool without an escort; but they cannot act as an escort for other children or for guests.
7. The Swimming Pool gate must be kept closed except when entering or leaving the area. The gate must not be propped open, nor should it be opened for strangers.
8. **Pets are not permitted** inside the fenced Swimming Pool area.
9. Running, diving, rough-housing, foul language, loud noise, or any other activities which interfere with other people's right to enjoy the Swimming Pool area are prohibited. Music is limited to headsets/earphones. Offensive or dangerous activities shall be reported to local Police.
10. **Large** flotation devices such as inner tubes, floating chairs, flotation boards, etc., are not permitted in the Swimming Pool.
11. **Glass** containers of any kind **are not permitted** in the Swimming Pool area. Food and drinks are not permitted in the Swimming Pool, but may be consumed at adjacent tables. Charcoal grills are not permitted inside the Swimming Pool area fence. A gas grill is provided in this area for the use of Residents. Residents are responsible for the disposal of their trash, including that of their guests. Trash containers are located within the area. Residents are responsible for lowering umbrellas that they have opened while at poolside.

12. **Proper swimming attire is required.** For health reasons, children in diapers are not permitted in the Swimming Pool; they must wear waterproof pants (i.e., “Little Swimmers”, etc.) and must be monitored carefully. Diaper changing must be done only in the restrooms—not in the Swimming Pool area or on the tables.
13. The Swimming Pool’s filter system can take in small balls and toys. Please keep such objects out of the Swimming Pool.
14. Persons in wet swim attire are not permitted in the Clubhouse except in the restrooms.
15. Each Unit is given a key that unlocks the Swimming Pool Area gate, the outside doors to the restrooms, and the Exercise Room. Keys may not be duplicated. If a key is lost, the Unit Owner will be assessed a \$25 fee for a replacement.
16. Swimming Pool users must adhere to all rules, including the time schedule. Repeated violations of rules by Residents of a Unit or their guests will result in violation assessments against the involved Unit Owner and/or the loss of Swimming Pool privileges for all Residents and guests of that Unit.

#### **L. ARCHITECTURAL/LANDSCAPE CHANGE REQUESTS**

1. Any Unit Owner desiring to make any change or improvement to any Common or Limited Common area must submit an Architectural/Landscape Change Request Application and obtain approval from the Board of Directors before proceeding. These Application forms are available in the credenza in the clubhouse lobby and from the Management Company. The purpose of requiring Board approval is not to discourage improvement, but to limit changes and additions to those that enhance the value of the property while conforming to the overall aesthetic and architectural appearance of the Birkdale Village Condominium complex. This configuration control should be looked upon as the protection of the value of your investment and that of your neighbors. The Board of Directors is in favor of the kinds of improvement which ultimately add value to the Condominium community and hope that Unit Owners will want to make such improvements.
2. The procedure is as follows:
  - a. The Unit Owner must submit his application to the Management Company. A complete description of the requested change/improvement, which must include complete specifications and a drawing, photograph, or catalog picture, as may be appropriate, must be attached to the application. The Unit Owner is responsible to obtain all licenses and/or building permits, to meet all legal requirements for building codes, and to ensure the contractor has liability insurance and is covered by workman’s compensation insurance. The Management Company will review the application for completeness and will acknowledge receipt in writing to the Unit Owner.
  - b. The Board will review the application at the next scheduled Board meeting. Action may be approval, disapproval, or deferral to receive additional information or alternative recommendations. The Unit Owner will receive a written notice from the Management Company of the Board’s action.
  - c. **Approved changes or improvements made by the Unit Owner are the responsibility of the Unit Owner (or subsequent Owner) with regard to future maintenance, repair and/or replacement under any condition and/or cause necessitating needed repair(s). If the Unit Owner disputes/questions his/her responsibility for a particular action, the Board may engage the management company to perform an independent review/analysis to determine**

**responsibility. Expenses accrued by the management company during this analysis shall be billed to the Unit Owner if ultimate responsibility is determined to the Unit Owner's as a result of the analysis.**

d. Unauthorized changes or improvement may be removed at the discretion of the Board of Directors. The Unit Owner may be required to restore the area to its original condition. **Removal and repair, if needed, will be at the expense of the Unit Owner.**

3. A copy of the Architectural/Landscape Change Request Application is in Appendix B.

#### **M. ENFORCEMENT PROCEDURE**

1. The Unit Owner shall be responsible for any violation of the Declaration and Bylaws or Rules and Regulations by the Unit Owner, guests, or the Residents, including tenants, of his/her Unit.

2. 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 Unit Owner. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.

3. In addition to any other action and in accordance with the procedure outlined in Section 4 below, actual damages and/or an enforcement assessment of up to but not exceeding **\$50.00 per occurrence**, or if the violation is of an ongoing nature \$5.00 per day, may be levied by the Board against a Unit Owner in violation. The Board may increase the amount of the violation assessment for repeated occurrences of the same violation.

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

a. Written notice(s) will be served upon the alleged responsible Unit Owner by delivery to the owner's home in person, or by deposit in the U.S. mail, specifying: (i) A description of the property damage or violation; and (ii) A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and (iii) The amount of the proposed charge and/or enforcement assessment; and (iv) A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

b. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice in the form shown in Appendix C, which must be received by the Management Company not later than the tenth day after receiving the notice required by Item 4.a, above.

c. If the Unit Owner timely requests a hearing, at least seven days prior to the hearing the Management Company shall provide the Unit Owner with a written notice that includes the date, time, and location of the hearing. If the Unit Owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the enforcement assessment will be immediately imposed. At the hearing, the Board and alleged responsible Unit 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 Unit Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment approved within thirty (30) days of the hearing.

d. The Association may file a lien for an enforcement assessment and/or damage charge which remains unpaid for more than ten (10) days.

## N. RENTAL OF THE CLUBHOUSE

1. The area of the Clubhouse available for rental (the “**Rental Area**”) by Unit Owners consists of the great room, kitchenette, and access to the restrooms. The **Rental Area does not include** the Exercise Room or the Swimming Pool or grounds around the clubhouse area. The Clubhouse is **never** available for overnight activities or for lodging.
2. There is absolutely **no smoking** permitted in any area of the Clubhouse or the grounds surrounding it.
3. Except for wedding-related events, applications for reserving the **Rental Area will not** be accepted more than six (6) months in advance of the date requested.
4. The **Rental Area** can be reserved for private use only by a Unit Owner who is 21 years of age or older and in good standing with the Association. However, rentals on a regular basis (i.e., daily, weekly, monthly) **for exclusive use** by the same group are not permitted.
5. The Association does not have the resources to chaperone or to monitor the Unit Owners’ use of the Clubhouse Rental Area. Adequate security must be provided by the Unit Owner and is the sole responsibility of the Unit Owner. The Unit Owner assumes full responsibility for the behavior of their guests, invited or not, and for any damage to the Clubhouse, its contents, and the surrounding area which occurs during the rental period.
6. A Unit Owner **may not** reserve the Rental Area on behalf of a non-resident or on behalf of a business or other outside organization for social functions or any activity where product demonstration or display, selling, or order-taking is a purpose of the gathering. This does not preclude the Board from authorizing use of the Rental Area for Association activities designed to raise funds for the benefit of the Association.
7. Two checks made payable to Birkdale Village Condo Association, one for the security deposit (\$150) to cover any necessary clean-up/repair and the other for the rental amount (\$25) must accompany a reservation application and be submitted to the Clubhouse Rental Points of Contact two (2) weeks in advance of the rental date. The security deposit check will be returned after the rental period if no damage has occurred.
8. If, as a result of activities of the Unit Owner or guests, (invited or not), the cost of cleaning and /or repairing the Clubhouse exceeds the amount of the security deposit, the amount of the excess shall be assessed against the account of the Unit Owner.
9. If the Clubhouse or any areas around the Clubhouse are damaged during the rental period, the Association reserves the right to refuse all Residents of the Unit whose Unit Owner signed the rental agreement any future use of the facilities.
10. A copy of **RENTERS RESPONSIBILITIES** and **CLEANING CHECKLIST** (see Appendix D) will be given to the Unit Owner renting the Rental Area at the time the deposit and rental charge are paid and agreement is signed.
11. A log will be kept by the Clubhouse Rental Points of Contact which will include, Names, Addresses, Date of Reservation, Check Numbers and Amounts, Condition of Clubhouse prior to rental, condition of Clubhouse after rental, Date the Rental Check is sent to the Management Company, and Date Security Deposit is returned. If damage was noted during after-rental inspection, the Security Deposit will not be returned until the restoration costs of damages can be ascertained. If Security Deposit does not cover the cost of damages, the Unit Owner will be assessed the over-and-above amount.

**APPENDIX A**

**BIRKDALE VILLAGE CONDOMINIUM  
CONTACTS AND PHONE NUMBERS**

**Management Company: Towne Properties Asset Management Company**

**Property Manager: Tim Thompson  
Phone: 222-2550**

**Police, Ambulance, and Fire Emergencies: 911**

**Non-Emergencies:**

**Police—Washington Township      225-4357**

**Fire Dept—Washington Township    433-3083**

**Reservations for Birkdale Village Clubhouse Rental Area: Points of Contact are posted on the bulletin Board in Clubhouse lobby.**



**APPENDIX A  
BVCA Utility Emergency Shutoff**

Bldg No.	Entire Bldg Water Shutoff Inside Bldg	Location of Water Meter for Bldg	Sewer Cleanout Vent Inside Bldg (in garage of residences)	Sewer Cleanout Vent Outside Bldg
Clubhouse	not found	Mulch bed East side of walkway leading into clubhouse	not found	Southeast corner of bldg
1	454 BVD	In lawn West side of 460 BVD	458 BVD	In utility mulch bed West side of 460 BVD
2	448 BVD	In lawn North side of 446 BVD	446 BVD	In utility mulch bed North side of 446 BVD
3	438 BVD	In lawn North side of 438 BVD	434 BVD	In utility mulch bed North side of 436 BVD
4	428 BVD	In mulch bed by street, Northeast corner Bldg 3	424 BVD	In utility mulch bed North side of 426 BVD
5	427 BVD	In lawn West side of 427 BVD	8412 RBD	In utility mulch bed West side of 8414 RBD
6	480 BPC	Near utilities mulch bed, West side of Bldg 6	478 BPC	In utility mulch bed West side of 480 BPC
7	456 BPC	In lawn, Northwest corner of Bldg 7	479 BPC	In utility mulch bed West side of 481 BPC
8	448 BPC	In lawn island between Winston Farm and Bldg 8	462 BPC	In utility mulch bed North side of 460 BPC
9	8813 BHC	On hillside by Winston Farm at 8401 RBD	8403 RBD	In utility mulch bed Northeast corner of 8813 BHC
10	8821 BHC	In lawn near corner of mulch bed at entrance of 8827 BHC, Bldg 11	8817 BHC	In utility mulch bed North west corner of 8815 BHC
11	8827 BHC	In lawn, South of utility mulch bed, 8827 BHC	8827 BHC	In utility mulch bed North side of 8825 BHC
12	8843 BHC	In lawn, West side of 18843 BHC near Winston Farm	8841 BHC	not found
13	8413 BHC	In mulch bed at fence corner of 8413 RBD	8415 RBD	By brick chimney, South side of 8415 BHC
<b>Main electric shutoffs to units are located at electric meters outside the buildings. For gas emergencies, call Vectren.</b>				

APPENDIX B



*Birkdale Village Condominium Association*  
ARCHITECTURAL/LANDSCAPE CHANGE REQUEST APPLICATION

**WHEN DO YOU FILE AN IMPROVEMENT APPLICATION?**

An application form must be submitted for any construction or addition to the exterior of your building or grounds. See Rules and Regulations Section L. If in doubt about your particular project, contact Towne Properties Asset Management Company at (937) 222-2550.

**WHAT IS THE OBJECT OF THIS FORM?**

The object of requiring a homeowner to file an improvement application with the Board is two-fold:

1. To insure that your planned improvement conforms to the Association's Declaration, enhances the beauty of the Community, maintains the architectural harmony of the Community and in no way inconveniences your fellow homeowners.
2. To enable the Association to determine what information and assistance it can give in order to expedite completion of your planned improvement.

**UNIT OWNER** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

**TYPE AND NATURE OF REQUESTED IMPROVEMENT:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*I understand the rules concerning the proposed improvement. This improvement in no way encroaches on a neighbor's limited common area or common ground. I agree to abide by the rules established by the Association and will be solely liable for any upkeep required by the construction of this improvement.*

**DATE** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

-----**(FOR ASSOCIATION USE)**-----

**Date Received** \_\_\_\_\_ **Received by** \_\_\_\_\_

**Approved/Disapproved** \_\_\_\_\_ **Date** \_\_\_\_\_ **Letter Sent** \_\_\_\_\_

**Special details or provisions for Approval/Disapproval;** \_\_\_\_\_

Return to: Towne Properties  
32 N. Main Street – Suite 1412  
Dayton, Ohio 45402  
Fax (937) 222-2552

APPENDIX C

**REQUEST FOR A HEARING**

Unless a written request for a hearing, signed by the person(s) named as owner(s) in the accompanying correspondence is received by the Management Company within ten (10) days after receipt of this notice, the Board may proceed with the enforcement assessment without a hearing, and you will have waived your right to a hearing. If you want to request a hearing, send this completed form to:

Towne Properties Asset Management Company  
c/o Tim Thompson, Property Manager  
32 N. Main St., Suite # 1412  
Dayton, OH 45402

.....

I, \_\_\_\_\_, request to be scheduled for a hearing in front of the Board at the time of the next scheduled meeting, or sooner, of which I will be notified at least seven (7) days in advance.

I believe the enforcement assessment should not be imposed because \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (if more than one)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Current Address

## APPENDIX D

### CLUBHOUSE RENTER'S RESPONSIBILITIES

(A copy of this listing will be given to renter when application is accepted.)

1. The “**Rental Area**” consists of the great room and kitchenette, and access to the restrooms. The use of the Swimming Pool, grounds around the clubhouse, and Exercise Room by the renter or guests is prohibited during the Clubhouse rental.
2. Two checks made payable Birkdale Village Condo Association, one for the security deposit (\$150) to cover any necessary cleanup/repair and the other for the rental amount (\$25) must accompany a reservation application and be submitted to the Clubhouse Rental POC two (2) weeks in advance of the rental date. The security deposit check will be returned after the rental period if no damage has occurred.
3. The Rental Area can be reserved for private use by a Unit Owner who is 21 years of age and in good standing with the Association. The Rental Area is never available for overnight activities or lodging.
4. Absolutely **No Smoking** in any area of the Clubhouse or the grounds surrounding it. Decorations for parties may not be affixed to any wall or ceiling surface.
5. The Rental Area closes at Midnight. All guests must leave by that time. The renting the area must vacate the premises by 12:30 am.
6. The renter (Unit Owner) **assumes full responsibility** for the behavior of guests, and for any damage done to the Clubhouse, its contents, or the surrounding area.
7. Capacity for the room is set at fifty-one (51) persons by the Fire Marshall. Please follow these restrictions.
8. Alcoholic beverages may not be sold under any circumstances. Use of alcoholic beverages must be confined to the Clubhouse great room and kitchenette and must be in accordance with all State and local laws regarding the dispensing and consumption of alcoholic beverages.
9. Guests may park in the Clubhouse parking spaces. Parking is also available on Winston Farm Lane. Clubhouse guests **are not permitted** to park on Birkdale Village streets and street extensions leading into Unit Owners’ driveways.
10. Pets are not permitted in any area of the Clubhouse.
11. It is the responsibility of the Unit Owner reserving the Rental Area to ensure that it is left in the same condition as it was before the event. The Rental Area, including the restrooms, must be cleaned and returned to their original condition no later than Noon the day after the rental (see checklist on following page). All cleaning supplies and trash bags must be furnished by Unit Owner. A vacuum cleaner, mop, and broom are provided by the Association.
  1. **If thermostat setting was changed, reset to 58 F degrees for heat or 82 F degrees for cooling.**
  2. Violation of these rules can result in the forfeiture of all, or part of the security deposit and revocation of future Clubhouse rentals.

APPENDIX D

RENTAL AREA CLEANING CHECKLIST

The renter (Unit Owner) is responsible for all cleanup after using the Rental Area.

- \_\_\_\_\_ Clean surfaces—countertops, tables, sink and microwave.
- \_\_\_\_\_ Mop tile floors—kitchen, foyer, and restrooms.
- \_\_\_\_\_ Vacuum the carpet.
- \_\_\_\_\_ Put trash in bags, tie and place in dumpster (located in hallway).
- \_\_\_\_\_ Remove all leftover food from refrigerator. Wipe out if necessary.
- \_\_\_\_\_ Turn off fans, fireplace, and all lights except lamp in foyer. Be certain that all water is turned off in kitchen and restrooms.
- \_\_\_\_\_ All furniture must be returned to original place.
- \_\_\_\_\_ Ensure thermostat is at proper setting—58 F degrees for heat and 82 F degrees for A/C.
- \_\_\_\_\_ Clean up all cigarette butts outside of Clubhouse.

Cleaning supplies, including a vacuum sweeper are available in the closets adjacent to the kitchen. All trash bags, cups, plates, coffee, etc., are to be furnished by Unit Owner.

Received from \_\_\_\_\_

Checks for Security Deposit (\$150) and Rental Charge (\$25) made payable to Birkdale Village Condo Association for the reservation of the Clubhouse Rental Area on

Date \_\_\_\_\_.

The Association is not responsible for injuries to Residents and/or guests while using the Clubhouse facility. The is fully responsible for any damages. I have read the Renter Responsibilities attached hereto and the Birkdale Village Condominium Rules and Regulations and agree to the terms and conditions.

The Unit Owner is responsible to inform guests:

1. That parking is permitted only in Clubhouse parking spaces and on Winston Farm Lane. Initial here \_\_\_\_\_
2. That smoking is prohibited in the Clubhouse and surrounding grounds. Initial here \_\_\_\_\_

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Clubhouse Committee Member

Address \_\_\_\_\_

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

# NEW OHIO FIRE CODE

## APPENDIX E

October 18, 2005

Every year, residential complexes suffer severe damage or loss from fires that begin with an open-flame cooking device being operated on a balcony. According to the U.S. Fire Administration there is an average of 6,500 grill fires each year, resulting in almost 27 million dollars in fire loss.

New regulations governing the operation of open-flame cooking devices, such as barbeque grills, are presented in the 2005 Ohio Fire Code, which goes into effect on September 1, 2005. This code was adopted by Ohio Department of Commerce, State Fire Marshal Division and is effective statewide.

Please note: These rules apply only to multi-family structures larger than a duplex. The code does not prevent the use of cooking devices on the decks of single-family and two-family dwellings.

According to Section 308.3.1 of the Ohio Fire Code, the operation of a charcoal burner, or any other open-flame cooking device, is prohibited on combustible decks and balconies. In addition, these devices shall not be used anywhere within 10 feet of combustible construction, which could include a nearby wall, overhang, patio fence, railing, or the deck above your own deck or patio.

In addition, any cooking device using propane fuel is subject to regulation, depending on the size of its fuel container. Any device using a fuel container larger than one-pound is prohibited on combustible decks and balconies. In addition, these devices shall not be used anywhere within 10 feet of combustible construction, which could include a nearby wall, overhang, patio fence, railing, or the deck above your own deck or patio. It is worth noting that the typical gas grill utilizes an LP container with a nominal capacity of 20 pounds of LP-gas.

The owner of the structure and/or complex is responsible for insuring that the requirements of the Ohio Fire Code are followed.

If you have further questions about using cooking devices on multi-family dwelling balconies, please call the Washington Township Fire Department at 937-433-3083.

Respectfully,

Michael Long  
Fire Marshal

which creates or adds to a hazardous or objectionable situation.

(3) **307.3 Location.** The location for open burning shall not be less than 50 feet (15 240 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet (15 240 mm) of any structure.

**Exceptions:**

1. Fires in approved containers that are not less than 15 feet (4572 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.

(a) **307.3.1 Bonfires.** A bonfire shall not be conducted within 50 feet (15 240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15 240 mm) of a structure shall be eliminated prior to ignition.

(b) **307.3.2 Recreational fires.** Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition.

(4) **307.4 Attendance.** Open burning, bonfires or recreational fires shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with paragraph (F)(906) of rule 1301:7-7-09 of the Administrative Code with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

**(H) SECTION 308  
OPEN FLAMES**

(1) **308.1 General.** This paragraph shall control open flames, fire and burning on all premises.

(2) **308.2 Where prohibited.** A person shall not take or utilize an open flame or light in a structure, vessel, boat or other place where highly flammable, combustible or explosive material is utilized or stored. Lighting appliances shall be well-secured in a glass globe and wire mesh cage or a similar approved device.

(a) **308.2.1 Throwing or placing sources of ignition.** No person shall throw or place, or cause to be thrown or placed, a lighted match, cigar, cigarette, matches, or other flaming or glowing substance or object on any surface or article where it can cause an unwanted fire.

(3) **308.3 Open flame.** A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in assembly or educational occupancies without first obtaining a permit in accordance with rule 1301:7-7-01 of the Administrative Code.

(a) **308.3.1 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices shall not be operated

on combustible balconies or within 10 feet (3048 mm) of combustible construction.

**Exceptions:**

1. One- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

(i) **308.3.1.1 Liquefied-petroleum-gas-fueled cooking devices.** LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

**Exception:** One- and two-family dwellings.

(b) **308.3.2 Open-flame decorative devices.** Open-flame decorative devices shall comply with all of the following restrictions:

- (i) Class I and Class II liquids and LP-gas shall not be used.
- (ii) Liquid- or solid-fueled lighting devices containing more than 8 ounces (237 ml) of fuel must self-extinguish and not leak fuel at a rate of more than 0.25 teaspoon per minute (1.26 ml per minute) if tipped over.
- (iii) The device or holder shall be constructed to prevent the spillage of liquid fuel or wax at the rate of more than 0.25 teaspoon per minute (1.26 ml per minute) when the device or holder is not in an upright position.
- (iv) The device or holder shall be designed so that it will return to the upright position after being tilted to an angle of 45 degrees from vertical.  
**Exception:** Devices that self-extinguish if tipped over and do not spill fuel or wax at the rate of more than 0.25 teaspoon per minute (1.26 ml per minute) if tipped over.
- (v) The flame shall be enclosed except where openings on the side are not more than 0.375 inch (9.5 mm) diameter or where openings are on the top and the distance to the top is such that a piece of tissue paper placed on the top will not ignite in 10 seconds.
- (vi) Chimneys shall be made of noncombustible materials and securely attached to the open-flame device.

**Exception:** A chimney is not required to be attached to any open-flame device that will self-extinguish if the device is tipped over.

- (vii) Fuel canisters shall be safely sealed for storage.
- (viii) Storage and handling of combustible liquids shall be in accordance with rule 1301:7-7-34 of the Administrative Code.
- (ix) Shades, where used, shall be made of noncombustible materials and securely attached to the open-flame device holder or chimney.



308.3.1 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

❖ This prohibition comes from the potential for hot embers to fall from the firebox of the cooking device and ignite a combustible surface, such as a wooden balcony or deck. The 10-foot (3048 mm) separation also reduces

2003 INTERNATIONAL FIRE CODE® COMMENTARY

#### GENERAL PRECAUTIONS AGAINST FIRE

the likelihood that fire starting or cooking flare-ups will come in contact with combustible wall construction that is easily ignited.

Exception 1 exempts one- and two-family dwellings from the requirements of this section. In those occupancies, the level of familiarity and control exercised by the building occupants is recognized as offsetting the hazards of using open-flame cooking devices. There are practical difficulties involved in enforcing such regulations in one- and two-family dwellings as well.

Exception 2 recognizes the added protection of sprinklers.

It should be noted that this section contains a general prohibition on the use of charcoal burners and other open-flame cooking devices in the locations described. Section 308.3.1.1, however, contains a very specific regulation for only LP-gas-fired cooking devices in the described locations and would, therefore, take precedence over the general provisions of this section.

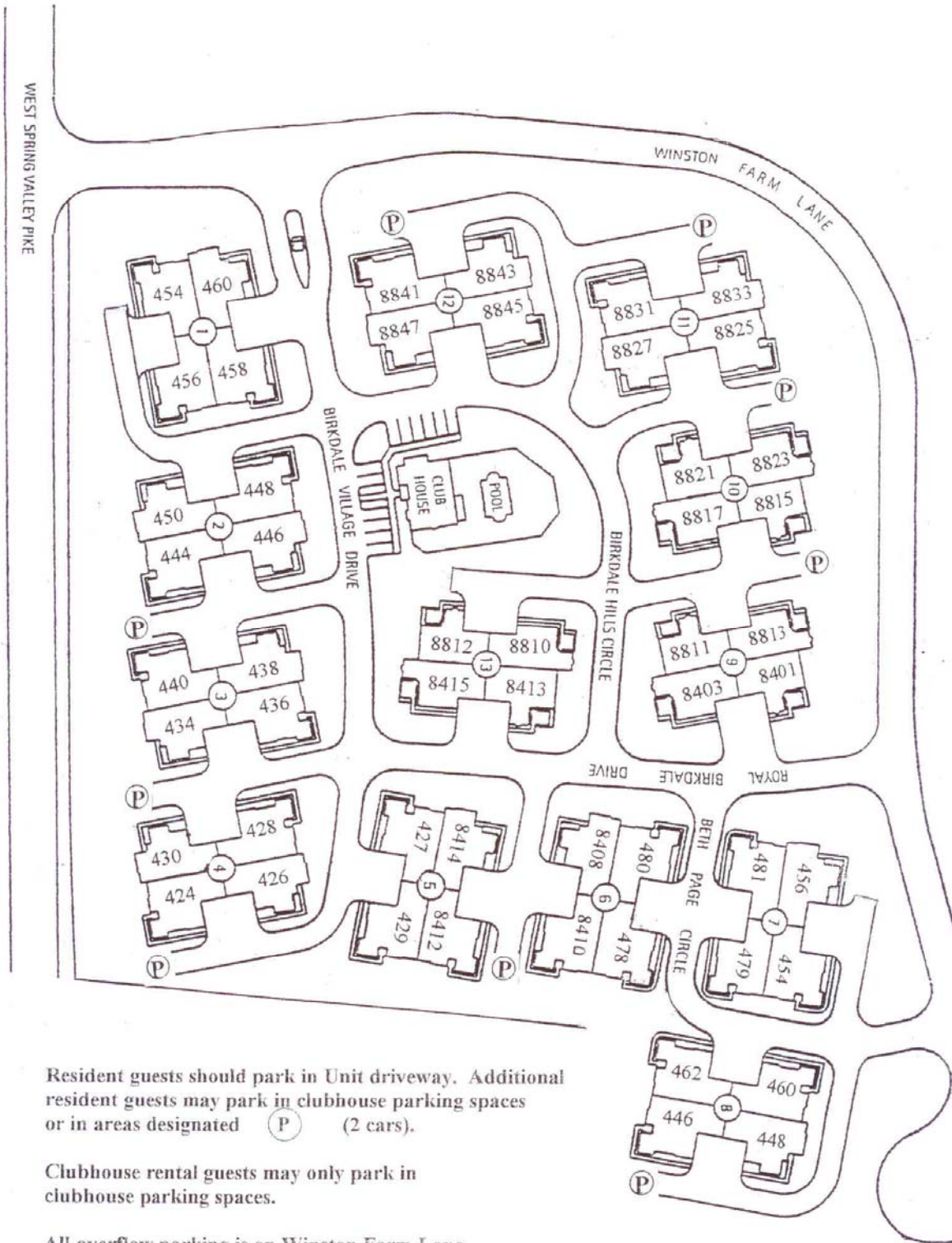
308.3.1.1 Liquefied-petroleum-gas-fueled cooking devices. LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exception: One- and two-family dwellings.

❖ This section restricts LP-gas burners to small tabletop grills or units that might be used in cooking within residential occupancies. The exception allows the use of LP-gas barbeque grills of any size on balconies of one- and two-family dwellings, but not on balconies or decks of multiple family dwellings where the property and life safety hazard is greater.



# APPENDIX F



Resident guests should park in Unit driveway. Additional resident guests may park in clubhouse parking spaces or in areas designated (P) (2 cars).

Clubhouse rental guests may only park in clubhouse parking spaces.

All overflow parking is on Winston Farm Lane.