

UNIT OWNER'S HANDBOOK

FOR

**THE BARRINGTONS AT WEDGEWOOD VILLA
CONDOMINIUM COMMUNITY**

Revised May 2021

**FOR
THE BARRINGTONS AT WEDGEWOOD VILLA
CONDOMINIUM COMMUNITY**

**Welcome to The Barringtons At Wedgewood Villa
Condominium Community Handbook**

State law requires that all condominium communities have an owner association to provide services necessary for safety, general property maintenance, insurance coverage, and long term obligations. Association fees provide the monies to pay for these services and for major capital expenses such as road repairs, common area irrigation maintenance, and common area landscape replacement, etc.

The “*Declaration and Bylaws*” creating and establishing a plan for condominium ownership under Chapter 5311 of the Revised Code of Ohio for The Barringtons at Wedgewood Villa Condominium Community” was filed for record in Delaware County on Nov.24, 1997. Every villa owner should have received a copy of this document at the time of closing. Copies of both documents are also available on the Barringtons web site (www.barringtonscondos.org). The *Declaration and Bylaws* authorizes a Board of Directors to adopt and enforce reasonable rules and regulations as it deems necessary or desirable to promote harmony, to serve the best interests of the Villa Home Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Community and the Community Property.

This handbook was prepared as a source of general information and to present the Rules and Regulations that have been adopted by the Board of Directors.

Although we are a diverse group of many different life styles, our goal is to foster a community spirit. To foster the sense of community, the Association will hold various social events each year, as well as an annual Association meeting that addresses matters of interest to Unit Owners. You will be notified in advance of annual meetings and are encouraged to attend and participate in our Association business.

Each resident is responsible for reading and understanding the information in this Handbook and the Declaration and Bylaws, which have been established for the welfare, harmony and security of all residents and the entire community.

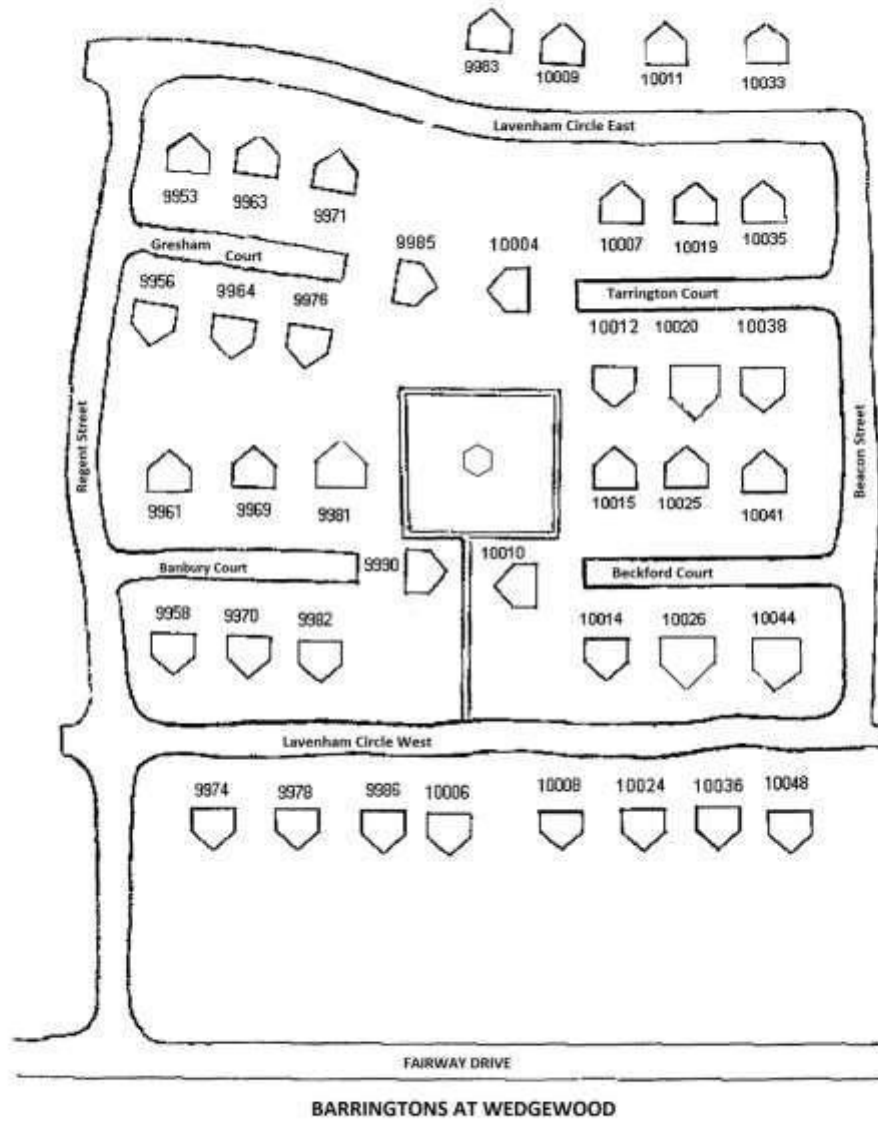
**THE BARRINGTONS AT WEDGEWOOD
VILLA CONDOMINIUM COMMUNITY**

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MAP



MANAGEMENT

The Barringtons at Wedgewood Villa Condominium Association is managed by Vaughan Group, Ltd. Contractors and volunteer efforts by residents provide the physical property services. All maintenance requests and questions should be directed to Vaughan Group, Ltd. (VGL).

www.vglltd.com

The Board meets approximately once each month or as necessary to review and conduct the affairs of the Association. Owners who would like to have issues discussed at a Board meeting may submit them in writing to the President at least one week prior to a scheduled meeting so that the item may be placed on the meeting agenda. Please contact a Board member or refer to the Association web site for the date of the next scheduled meeting.

INSURANCE

The Board of Directors has insured the Association with American Family Insurance. The local agent, Ty Kashmiry, is with Kashmiry & Associates, 9669 Sawmill Rd in Powell, OH 43065. The telephone contact number is 614-923-2886.

See Appendix C for general information for processing insurance claims.

FINANCIAL

The Board will prepare and approve the annual budget for each calendar year during the period December – February each year.

ASSOCIATION FEES

Fees are payable to The Barringtons at Wedgewood Villa Condominium Association on the **first of each month**. Fees are delinquent if not paid before the 10th of the month (see page 20 of the Rules and Regulations Section regarding penalties for delinquent fees payment). Homeowners receive a coupon booklet each year for use with mailing fees to VGL, our management company. Arrangements may also be made with VGL for automatic payment.

ASSOCIATION MAILING ADDRESS

The Barringtons at Wedgewood Association
c/o The Vaughan Group, Ltd.
6099 Riverside Dr., Suite 200
Dublin, OH 43017

RULES AND REGULATIONS FOR THE BARRINGTONS AT WEDGEWOOD VILLA CONDOMINIUM ASSOCIATION

These "Rules and Regulations" are established to promote harmony, to serve the best interests of Unit Owners as a whole; to protect and preserve the nature of the Community and Community Property; and to enable residents to live within the best environment possible for all. These Rules and Regulations will be revised as frequently as necessary to keep up with the changing world in which we live. Questions about the Association and its activities should be directed to the Board (c/o the President). While every effort is made to assure accuracy, errors do occur. You are encouraged to suggest corrections and/or constructive changes to the Board. It is the responsibility of each resident to be knowledgeable and to observe these rules and regulations.

VILLA HOMES USES

No Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit. No Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility.

COMMON AREA USES

Common areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees, and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the development's Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

LIMITED COMMON AREAS

Limited Common Areas are those areas serving exclusively one individual Unit consisting of walks, drives and a patio contiguous to and appurtenant to each unit. The Limited Common Area is reserved for the exclusive use of the Unit or Units that those areas serve.

VISIBLE AREAS

Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains or louvered blinds) or placed on the outside walls of a building or otherwise outside of a unit, or part thereof, or privacy fences. No awning, canopy, shutter or television or citizen's band or other radio antenna or transmitter; or any other device or ornament shall be affixed to or placed upon the exterior walls or roof or any part thereof; or in 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 to be permitted by applicable law. Any such items required by law are still subject to such lawful rules and regulations the Board may adopt from time to time.

OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on in any Unit, or upon Common or Limited Common Areas. Villa Home Units, Common and Limited Common areas shall not be used in any way or for any purpose that may endanger the health of or unreasonably disturb any occupant.

SIGNS

No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board: (ii) one professionally prepared sign advertising the Unit for sale/lease may be displayed.

STRUCTURAL INTEGRITY

Nothing shall be done in any Unit, or done in, on, or to the Limited Common and Common Areas that may impair the structural integrity of any improvement.

CONVEYANCE

Each Unit owner is responsible to provide the new purchaser a copy of the Community organizational documents and all effective rules and regulations, including the Unit Owner's Handbook, when their Unit is sold. The current versions of these documents are available on the community web site: <http://www.barringtonscondos.org>

MAINTENANCE AND REPAIR

The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefore, shall maintain, repair, and replace all improvements constituting a part of the Common Areas. This includes, but is not limited to, utility lines serving more than one unit, the Community entryway features and security system, if any; private streets; drives; and parking areas. This excludes parking areas connected to front and side load garages to each Unit and parking areas that serve only one Unit; the latter categorized as Limited Common Areas. It also excludes shrubs, trees, and other landscaped areas that are immediately adjacent to the Unit Limited Common Areas.

The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements, except that the Association shall not replace shrubs, trees, and other plant material in Limited Common and Common Areas planted by Unit owner(s).

The Association shall have no obligation to maintain, repair, or replace, or bear the cost of maintaining, repairing or replacing, any Unit or Limited Common Areas, or component thereof. **APPENDIX E** reflects circumstances in which the Association may cause maintenance, repair, or replacement to the exterior of Units to be made because of damage, to prevent damage, to promote safety, or to maintain an aesthetically pleasing uniformity in the appearance of the exterior. **APPENDIX E** further defines the use of insurance payments to pay the costs. However, if insurance payments are insufficient to cover total cost, individual Unit owners may be billed or a general or individual assessment may be made; dependent upon the Units involved in the exterior maintenance, repair, or replacement.

ARCHITECTURAL AND LANDSCAPE REVIEW

The Board of Directors is responsible for:

- Providing direction for day-to-day maintenance of the grounds and common area buildings throughout the community.
- Reviewing all homeowner proposals for exterior architectural or landscape modifications
- Developing guidelines for exterior modifications to Units and reviewing requests.
- Developing overall parameters for landscaping Units and limited common areas.
- Developing and implementing landscaping and usage plans for all common areas.

All requests for modification should be submitted to the Association management company in writing, using the form provided in Appendix F. These plans must include any drawings of exterior changes, landscape layout, plant varieties and vendor(s)/contractor(s) name(s) and contact information. This includes requests regarding the placement, removal and any changes to the existing privacy fences.

The privacy fence that is abutted to the homeowner's house or considered to be part of the limited common area is the homeowner's responsibility to maintain. Landscaping plans that include plantings between houses will require a sign off by the owner of the unit next door prior to submission. The management company will review all requests and forward those meeting application criteria to the Board of Directors for review. The Board will review all plans for changes to the exterior of a Unit or landscaping to ensure architectural continuity and compatibility of landscaping with the overall plan of the community, and ensure that any additions or changes do not unduly increase Association maintenance costs.

It is recommended that Unit owners discuss potential plans with the management company and/or the Board prior to hiring a planner or spending money to develop plans. The management company and the Board can give constructive guidance and save

time, money, and frustration for the Unit owner. Failure to follow these guidelines may be costly and may require restoration to the original configuration at the Unit owner's expense.

The Board must review and approve all exterior changes, alterations, or improvements that have not already been determined by the Board to be standard items in **APPENDIX D**. Note: Non-standard installation of satellite dishes and exterior radon mitigation devices may receive expedited approval if needed.

To enhance the attractiveness of homes, Unit owners are encouraged to plant low flowering plants in existing beds in the Spring. **NOTE:** The creation of any new planting areas requires prior written approval by the Board. In addition, the standard for planting around mailboxes is that all flowers and plants around mailbox posts be planted in the ground in the mulched area surrounding the post.

No building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon Community Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of same have been submitted and approved in writing by the Board or its designated representative(s).

Guidelines for Planting Between Units:

Landscaping and privacy fences that existed between Units prior to August 2005 are grandfathered. Grandfathered trees must be trimmed to ensure the height remains below roof and gutters or be removed. However, new plant material may not be planted to replace former plants or as additions unless they meet the following guidelines. This includes when utility work is performed between Units that requires removal of grandfathered plants/trees; i.e., basement wall, utility line, or drain tile excavation. Replacement of plants/trees between Units that are removed to perform required utility work may only be replaced under the following guidelines at Unit owner expense.

- A minimum, continuous path of four (4) feet, mutually agreed upon by abutting homeowners, is required through plant materials between Units. Plants/trees must be trimmed to maintain the continuous four (4) foot path.
- Trees shall not be planted between Units, except for small growth trees included with the following plants: Burning Bushes, Hostas, Hydrangeas, Taxus, flowers, Alberta Spruce and Arborvitae.
- The height of any plant between Units may not exceed nine (9) feet.

Landscape stone or paver sidewalks in limited common areas may interface with Association common area concrete sidewalks. However, the connection of such landscape walks to Association common concrete sidewalks must not create water or mowing problems and must be approved as part of the landscape approval process described above.

Board Approved Standard Items:

Unit owners may purchase and install Board approved standard items from sources included in **APPENDIX D** of this Handbook without securing Board approval. Items not included in **APPENDIX D** require written approval of the Board prior to purchase and installation. If a standard item becomes unavailable from a supplier, homeowners should report the fact to the management company and request approval of a replacement item. Likewise, should a recommended standard item become available from another vendor and/or at a lower cost for similar or better quality, homeowners may request that a substitute item be used.

Painting/Replacing Materials On Exterior of Unit:

The Board of Directors is responsible for approval of any exterior painting, or replacing any exterior materials (shingles, etc). Please follow the same procedures as spelled out in the previous sections for any changes, alterations, or improvements. To insure continuity, it is important that the proper brands, materials, and colors be used. Please see **APPENDIX D** for exterior materials and colors information.

Holiday Decorations:

The use of festive holiday decorations is definitely encouraged. However, they may not be displayed before Thanksgiving and must be removed no later than January 15. We also encourage the use of exterior lighting to enhance your home. White spotlights, white or colored miniature lights (the non-blinking/flashing varieties only) are acceptable. Wreaths, roping, greenery, bows and similar items are fine but not inflatable Santa's, snowmen, etc.

Flag and Flagpole mounts

Flagpole mounts are allowed on the exterior trim of the garage door or on a post on the porch or patio to display national, team, or decorative flags. All plastic flagpole mounts should be painted the same color as the house trim. Freestanding flagpoles are prohibited. Permanent display of flags other than the American flag is subject to Board approval.

Antennas, Satellite TV Dishes, and Radon Mitigation Devices

Installation of antennas on a unit or in limited common or common areas is prohibited. Installation of satellite TV dishes greater than 1 meter in diameter is also prohibited. Installation of satellite TV dishes less than 1 meter are permitted as long as they meet one of the following criteria:

- Ground level installation behind an existing privacy fence OR
- Ground level installation with plantings to screen the dish from view OR
- Roof installation at the gutter level, between houses and located midway between the front and rear of the house

Any other placement of a satellite TV dish must be submitted for Board approval using the form in Appendix F.

Radon mitigation devices must be placed between homes whenever possible and shielded from view by an existing privacy fence. The upright portion of the device must be painted the same color as the trim or stucco wall to which it is attached. The fan housing should be left in its original state (to prevent voiding the warranty if painting).

The foregoing is essential to insure that the location is as unobtrusive as possible in order to preserve property values of all units in the community and in the best interest of all neighbors.

LEASING UNITS

No Unit or part thereof shall be rented or used for transient or hotel purposes.

The Barringtons at Wedgewood is a small community of 40 standalone villa condominiums. To assure that the community meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the community for owner-occupant residential financing, and to maintain the character of the community as primarily a housing community for owner-occupants, the Board has adopted the following rules regarding leasing Units within the community.

- The **maximum** number of Units that may be leased concurrently is 4 lease units (10% of Community).
- Unit owners must coordinate with the Board prior to advertising to lease a Unit to insure that their Unit may not exceed the maximum authorized by the Board for the Community.
- All leases must be by formal written agreement for the entire Unit for a minimum of one calendar year, and must be signed by the Unit owner and lessee.
- Formal lease agreements shall contain provisions that the agreement is subject in all respects to all of the provisions of the Declarations and By-Laws and this Handbook, and to all rules promulgated from time to time by the Board. Further, the agreement must include a provision that failure of the tenant to comply with the terms of the Community organizational documents and lawful rules and regulations shall constitute a default under the lease.
- Prior to commencement of the term of the lease agreement, the Unit owner must notify the management company in writing of the name(s) of the tenant(s) and the time during which the lease term shall be in effect and a copy of the lease must be filed with the management company.

Furthermore, per the Ohio Revised Code 5311.19 effective August 1, 2004, tenants who do not obey the rules of the Association, after notification of such breach, can be evicted with a ten (10) day notice. Any expense incurred by the Association, such as legal costs for eviction procedure or costs for repairs and maintenance necessitated by the act(s) of the tenant, are costs to be borne by the unit owner.

Lessees of units whose owners are delinquent in association dues are required to pay current monthly association dues directly to the Association by the first of each month.

WATERING OF LAWN

The Association waters the general open grassy areas, courtyard, and boundary areas on all four sides of the development via four sprinkler systems. It is the responsibility of each resident to water the yard in front of their unit and yards adjacent to other sides of the unit. We encourage you to do so; it is up to each of us to insure our community's

landscaping is maintained in the best possible and consistent manner. It is also important to remove all hoses and reels from yards as soon as possible after watering. All hoses and reels should be stored out of sight, either in your garage, coiled up behind landscaping, or rolled up in a storage reel or box.

We must honor any watering restriction imposed upon us by the township, city, county, state or Del-Co Water.

VEHICLES AND PARKING

Parking Areas:

Unit owners are to park in their garages whenever possible, or in driveways for short duration or when a unit owner has more than two vehicles. Due to our narrow streets, on-street parking is discouraged except for brief periods of time. In addition:

- Do not park in front of mailboxes. Mail carriers are not permitted to get out of the truck to deliver mail to boxes on foot. Thus, mail will not be delivered if the mail carrier cannot stop the truck in front of mailbox.
- Do not park opposite a car on the other side of the street, as this leaves too narrow of a thoroughfare between the two-parked vehicles. In addition, trash collection trucks will not enter a court with cars parked on both sides.
- Residents living in one of the 4 courts (Banbury, Beckford, Gresham, or Tarrington) and having a function with multiple cars to be parked should have guests park on one side of the outer streets (Regent, Beacon, or Lavenham) and the parking stubs at the north end of Lavenham Circle East and West.
- Should you have a guest with a large car or truck, have them park at the parking stubs at the North ends of Lavenham Circle East and West.
- No vehicle covered, in whole or in part, by a canvas, plastic or other protective covering that is (a) not specifically designed and constructed solely for the use as protective covering for a vehicle or (b) unreasonably unsightly by reason of deterioration, damage or other cause shall be parked or stored on any roadway, parking area or other paved area of the community.

Commercial or Recreational Vehicles:

Except as otherwise expressly provided by the Rules; no boat, trailer, camper, recreational vehicle, or commercially-licensed vehicle may be parked on any roadway, parking area or other paved area of the community; provided, however, this rule does not prohibit the infrequent parking, for reasonable periods of time of: an emergency vehicle, a vehicle operated by a person providing repairs, maintenance or other services to a unit, or to any part of the Common Areas, or for similar non-social purposes. A recreational vehicle may be parked for up to eight hours in the parking stub at the north east corner of the development (Lavenham Circle East and Regent Street intersection) for loading and unloading. The vehicle owner must pay for any damage to Association common areas, streets, or property or resident's personal property caused by bringing the recreational vehicle into the development.

Inoperable Vehicles, Repairs:

No vehicle shall be parked on any roadway, parking area or other paved area of the Condominium Property in a non-operable condition for any period longer than is reasonably necessary to render said vehicle operable. No repairs or engine service shall be performed on any vehicle on any roadway, parking area or other paved area of the Condominium Property, except for repairs requiring only a brief time and that do not (a) result in noise or other nuisance that would reasonably disturb another person or (b) prevent passage of another vehicle.

License Required:

Vehicles that are not validly licensed for operation on Ohio roads and highways may not be parked or stored on roadways, parking areas or other areas of the Condominium Property.

No vehicle, trailer or other over-the-road equipment shall be operated, parked or stored on any of the Condominium Property, Common or Limited Common, that is not paved or a roadway.

PERSONAL PROPERTY

Personal property such as bicycles, toys, etc., must be kept inside the garage or your home. Items such as lawn furniture and barbecue grills may be kept inside a patio area or porch, which would include brick pavers or cement pads next to the covered patio area.

PROHIBITED ITEMS (Limited Common & Common Areas)

Swing-sets, basketball hoops, or other playground equipment, laundry poles, clotheslines or other similar items are prohibited in Limited Common and Common areas.

ANIMALS

Common domestic household pets, not bred or maintained for commercial purposes, may be maintained within a Unit subject to such rules and regulations as the Board may from time to time promulgate.

When outdoors, animals must be on a leash at all times, except when contained within an approved electric fence. Persons walking their animals are required to immediately clean up after their pets in all common and limited common areas. Free running animals are not permitted. Animal owners shall insure that neighbors may enjoy the quiet of the environment by controlling barking/noises of their animals when outside.

The following limitations are placed on ownership of animals in the community.

- No Pit Bulls are permitted within the community.
- Rottweilers, Doberman Pinschers or any other breed or mix known to display vicious temperaments must be approved by the Board of Directors prior to moving into the community.
- No livestock or poultry of any kind.

Unit owners should consult with the Board **prior** to acquiring ownership and/or bringing a pet into the community if there are questions on acceptability of an animal.

Notwithstanding the above, Unit owners may petition the Board of Directors for an exception to the existing rules. Such petition must be approved by the Board prior to any animal moving into the Unit.

Should a Unit owner wish to install an electric fence in the limited common or common area near that Unit, a complete plan must be submitted in advance to the Board of Directors for approval. At a minimum, the plan must include a drawing of where the fence will be located, the breed, size, and demeanor of the animal to be contained, and approval by all immediately adjacent Unit owners. In all cases, the area within any approved electric fence remains common area and is accessible to all members of the community. The installation and maintenance of the electric fence shall be the responsibility of the unit owner. Repair of any damage to the common area that results from the installation of an electric fence is the responsibility of the homeowner.

The Board of Directors has the right to levy enforcement charges against persons who violate the above rules.

SOLICITATION AND GARAGE SALES

Solicitation by all commercial enterprise and other organizations is not authorized within the Barringtons. Garage sales and tag sales are specifically prohibited unless approved by the Board as part of a community activity.

SNOW REMOVAL

Policy

Snow will be removed from roads and driveways after a snowfall of 3" or more. Snow is not removed from development perimeter sidewalks. The Barringtons is a second level priority, which means that our development is plowed after our assigned crew completes priority one commercial facilities. The Board retains the option to decide to clear front walks in specific instances when we have very deep snow and drifting. Unit owners should note that when there are multiple periods of snowfall less than 3" and only a few three inch or greater snowfalls, snow will pile up in the driveway and on sidewalks if Unit owners do not remove the snow after each snow fall.

Use of Salt

Do not use sodium chloride, i.e. regular salt on concrete surfaces. Sodium salt or salt substitute of any kind may damage concrete and plantings. The snow removal contractor will apply sand, salt, or calcium chloride as appropriate to the icy road areas when conditions require.

TRASH

Homeowners are responsible for providing the designated trash and recycling bins for their home. These are *Toter* brand:

- Model #025564-01GRS – 64 gallon greenstone trash bin
- Model #25564-R1705 – 64 gallon blue trash bin for recycling

It is the homeowner's responsibility for the care and replacement of bins when it becomes necessary. Homeowners are strongly encouraged to pass on the bins to new owners when selling the residence.

Trash bins may be out at the curb after 6:00 pm the day *before* pick-up. Please put trash bins back in your garage by evening the same day as pick-up. If you will be away, please ask a neighbor to return the bin next to your garage.

SPEED LIMIT & RIGHT OF WAY

To ensure general safety, the 15 MPH speed limit and stop signs at intersections should be observed at all times.

RESERVE FUND

When a Villa Home Unit is purchased a reserve fund fee equal to two months dues is required to be paid to the Association at the unit's closing by the new owner. In addition, the Ohio Revised Code 5311.81.081 (A) (1) requires that ten percent (10%) of the Association's annual expense budget must be added to the Reserve Fund each year, unless waived by 100% of the unit owners. The reserve fund is to be used for future major repairs for the Association's Common Areas such as streets, curbs, walks, bridge, gate, and gatehouse.

REQUIRED INFORMATION

Within thirty(30) days after the purchase of a unit, the Unit Owner shall provide the following information in writing to the Association:

- The names, home mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit.
- The name, business address and business telephone number of any person who manages the Unit or Units as an agent of the Owner.

Within thirty (30) days after a change in any of the information set forth above, the Unit Owner shall notify the Association of the change in writing.

Unit Owners shall verify or update above information within 15 calendar days of request by the Association.

ASSOCIATION FEE COLLECTION POLICY & LIEN RIGHTS

The following collection policy is hereby adopted by the Board of Directors (herein after referred to as "Board") on this 26th day of November 2018.

1. Monthly assessments are due on the first (1) of each month. Monthly assessments are considered late if not received within ten (10) days of the due date.
2. An administrative late fee of \$25.00 per month shall be assessed for any late payment or any unpaid assessment due the association. The Board reserves the right to increase the late fee from time to time. A non-sufficient funds fee of \$25.00 shall be charged to the Unit owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit owner's account.

3. The association shall send a demand letter to any owner who is more than 30 days in arrears, with the costs of the letter to be added to the owner's account.
4. The association's attorney shall prepare and file a lien against any owner who is more than 2-3 months in arrears. The association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.
5. All costs related to collection of unpaid assessments, including attorney fees and paralegal fees, court costs, postage, and recording/filing fees will be charged to the delinquent owner's account and made a part of the unpaid balance owed to the association.
6. The association's attorney shall prepare and file foreclosure, with the Board's authorization, against any owner that is delinquent in the payment of any assessments and related charges by more than \$1,500.00, unless directed otherwise by the Board. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
7. The association's attorney shall file a protective Answer or an Answer and Cross-Claim, with the Board's authorization in any foreclosure initiated by the owner's lender or another lien holder. The association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
8. At the discretion of the Board, the association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.
9. This collection policy will remain in full force and affect until such time as the Board, in its full and complete discretion, changes the collection policy.
10. Payments received on delinquent accounts shall be applied in the following order: (1) to any interest owed to the Association; (2) to late fees owed to the Association; (3) to collection costs, attorney's fees, and paralegal fees incurred by the Association; and (4) to the principal amounts owed to the Association for the common expenses or penalty assessments chargeable against the unit.
11. Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.
12. Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.
13. In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.
14. The Board will suspend the voting rights of any Unit Owner more than **30** days delinquent in the payment of assessments until such time as the account is paid in full.

The President of Barringtons of Wedgewood , hereby acknowledges this collection policy was adopted by a majority of the Board of Directors at a duly called and noticed meeting of the Board of Directors for Condominium Association.

Nancy Verber

Print Name, President

Nancy Verber
Signature, President

November 26, 2018
Date

RULES ENFORCEMENT

Any Director, Officer, or Unit Owner may file a complaint citing a violation of these Rules. A letter of complaint appropriately documenting the violation should be signed and mailed to the Association property manager. The complaint will be investigated and appropriate action taken.

Prior to imposing a charge for damages or enforcement assessment pursuant to these Rules, the Board of Directors shall give the Unit Owner a written notice that includes a description of the property damage or violation, the amount of the proposed charge or assessment, and a reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment. Such affected Unit Owner has the right to a hearing before the Board of Directors to contest the proposed charge or assessment. To request a hearing, the Unit Owner shall deliver a written notice to the Board of Directors not later than the 12th day after the date of the notice of the proposed charge or assessment. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived and the Board may immediately impose a charge for damages or an enforcement assessment, as set forth below.

If a Unit Owner requests a hearing, at least seven (7) days prior to the hearing, the Board of Directors shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. The Board of Directors shall not levy a charge or assessment before holding any hearing requested by the Unit Owner. Within thirty (30) days following the hearing at which the Board of Directors imposes a charge or assessment, the Association shall deliver a written notice of the charge or assessment to the Unit Owner, delivered to the Unit Owner or any occupant of the Unit by personal

delivery; certified mail, return receipt requested; or by regular mail. This procedure does not apply to non-payment of monthly association fees as set forth above. If a Unit Owner fails to pay such charge or assessment within 30 calendar days of the date of the foregoing written notice or charge or assessment, a lien will be filed against said Unit owner's Unit.

APPENDICES

APPENDIX A

VOTING/BOARD OF DIRECTOR ELECTION PROCESS

The following guidelines are published to implement Articles III and IV of the Association By-Laws for election of unit owners to the Association Board. This implementation of the By-Laws is published to provide for the best possible election/voting results.

1. One or more Directors will be elected for a 3 year term at each annual meeting of unit owners conducted during the second calendar quarter of each year.
2. The Board shall appoint a nominating committee no later than January 30 each year to make as many nominations for election to the Board as deemed appropriate, but no fewer than the number of vacancies to be filled. Current sitting Board members may not serve on the nominating committee. Nominees must qualify for nomination and election to the Board per Article IV, Section 4 of the By-Laws.
3. The nominating committee must present all nominees to the Board on or before March 30 of the calendar year. If the nominating committee does not produce a nominee by the foregoing date, nominations will be limited to floor nominations at the annual meeting. Notwithstanding nominations made by the nominating committee, any unit owner in good standing may be nominated from the floor at the annual meeting. NOTE: There will be no board-sponsored nominee.
4. Notification of annual meeting to all unit owners will include the names of all nominees presented by the nominating committee, as well as a proxy statement in which a unit owner in good standing may designate another unit owner in good standing to vote on their behalf.
5. Unit owners unable to attend the annual meeting may complete the proxy statement and give it to the unit owner designated to vote on their behalf. The designated unit owner will present the completed proxy statement to the Secretary on the day of the annual meeting prior to commencement of the meeting. This same proxy form may also be used to vote on any other issues raised at the annual meeting. NOTE: PROXY FORMS EXPIRE 30 DAYS FROM THE DATE OF EXECUTION ON THE PROXY STATEMENT.
6. Each nominee will be given an opportunity to speak for a maximum of 5 minutes prior to election/voting at the annual meeting to explain their qualifications and pertinent skills to represent all residents in carrying out their responsibilities as a Director on the Board.
7. Elections will be by secret written ballot, unless there are no more nominees than vacancies. Unit owner(s) will cast a single vote for their unit plus one for each proxy

statement in their name from another unit owner in good standing (except for unit owners discussed in 5 above).

8. If there is one vacancy, the nominee with the largest number of votes shall be elected. If more than one vacancy exists, the nominees with the largest number of votes shall be elected and those with the largest number of votes shall be elected to the longest terms.

APPENDIX B

PROXY STATEMENT

**THE BARRINGTONS AT WEDGEWOOD VILLA
CONDOMINIUM COMMUNITY ASSOCIATION**

This proxy may be used to vote for any matter being presented for vote of all unit owners, providing your Association fees and assessments are current at the time of voting.

You may exercise this proxy by naming any resident current in Association fees and assessments to vote on your behalf. The completed proxy should be given to the resident you designate to present to the Board Secretary just prior to commencement of annual meeting or voting outside of formal meeting.

I, _____,

(Print Your Name(s))

hereby delegate to,

(Print Name Of Unit Owner Eligible To Vote On Your Behalf)

The right to vote on all issues currently being presented to the community at large for vote.

Date Executed

Owner Signature

Date Executed

Owner Signature

Unit Address

If co-owned, both owners should sign. If only one signs, he/she states that he/she represents the entire vote of the unit.

This proxy expires 30 days from the date executed above.

APPENDIX C

ASSOCIATION INSURANCE CLAIM PROCESS

First Step: If any immediate cleanup is warranted as a result of the incident, do not dispose of any damaged materials until an adjustor has an opportunity to view the area involved. If materials must be removed from the Unit to prevent further damage or for safety and health of residents, retain them in the garage until adjustors view the materials and approve the disposal.

Second Step: Make initial contact with the property manager immediately after the incident occurs or within 24 hours, so that the property manager can advise the Association insurance agent of a potential loss.

Third Step: Advise your own insurance company of the incident and provide them with the name of the Association Insurance Company, policy #, and name and telephone # of agent (refer to page 6 of this Handbook for the information).

Fourth Step: Prepare a written statement to the property manager via e-mail or letter as soon as possible, but no later than 48 hours after the actual incident. The statement must detail all of the facts relating to the incident; i.e., time, date, and what occurred. The property manager will provide this statement to the Association insurance agent, and the Unit Owner should provide same to his/her own insurance company.

Fifth Step: Unit Owner must be responsive to all requests for adjustor(s) to visit the site of the incident and provide additional requested information timely to enable the process to move forward. Secure written permission from adjustor to dispose of damaged materials.

Sixth Step: Keep the property manager advised of progress of claim by e-mail or letter, including timely advice of any challenges with the Association insurance company during the process.

APPENDIX D

The Barringtons at Wedgewood Exterior Materials and Colors

This Appendix covers materials, equipment and colors for Unit exteriors and some materials and equipment used in common areas. Additional common area materials information is located in the Barringtons Information Guide that Board of Directors and committee chairs have. This information is an on-going reference for future repairs, remodeling, or replacement work. As additional information becomes available, it will be incorporated into future updates. Please contact a Board member if information is needed on a material or color not currently covered in this Appendix.

Paints and Stains: all Sherwin Williams products reflected below as standard are available at the following store at approximate 30% discount under Barrington's at Wedgewood, Account #9364-0889-7. Sample colors are available in the color file under "Barringtons at Wedgewood."

Sherwin-Williams

7370 Sawmill Road (In the Sawmill Center North of I-270 & South of Hard Road) Tel: 614-761-3667

Exterior House and Garage Trim:

Style: Pre-Stained Cedar

Color: Sherwin Williams standard color SW1019, Grey Statue (available in store color file).

Note: Gothic Builders uses Olympic Monterrey Gray, but SW1019 is the standard for repainting all Unit exteriors.

Wooden Decks

Color: Sherwin Williams Deckscapes SW1019, Grey Statue (available in store color file). Deckscapes is available in solid color and semi-transparent, depending upon original finish on deck. Deckscapes is also available for use on unstained decks. Replacement of wood planks with a matching color of TimberTech decking planks has also been approved.

Exterior Window Trim:

Color: Sherwin Williams custom color paint to match metal window frame (available in store color file). This color should be used for all wooden window frames, including the wooden frames around the covered deck windows & doors on Berkshire models. The use of PVC material for window trim has been approved.

Note: some unit window frames are incorrectly painted with the house trim color. The above custom color must be used when repainting window frames.

Exterior Stucco:

Color: Sherwin Williams custom color available in store color file.

Gothic Builder Units:

Metal window frames are Pella Tan (Sherwin Williams will custom mix color with sample chip), not the darker color of unit window frames built by former builders (Fairway Drive Partners & Virginia Homes). Some Gothic units do not have wood trim around the windows. Units built on lot 37 (9983 Lavenham Circle East) and later have standard brick molding window trim painted the Sherwin Williams custom exterior window trim color described above, including wooden frames around the covered deck windows & doors on Berkshire models.

Lots 16 and 17, 10026 and 10044 Beckford Court, have flat, 1 x 4, cedar trim around all windows and doors painted Olympic Monterrey Gray. When repainting, use Sherwin Williams SW1019, Grey Statue. The patio/porch doors and associated window panels on these two Gothic Berkshire and Dorchester models with this flat cedar trim are painted the Sherwin Williams custom mix color described above. This provides a contrast to the gray trim and matches the doors and associated windows of earlier built homes.

Window Replacement

If window replacement is necessary, we request that replacement windows match existing windows to the extent possible. If a close match is not feasible, please contact the board with a proposed replacement prior to proceeding with replacement.

Exterior Fittings and Pipes:

Exterior fittings like dryer vents and pipes sticking out of units are painted the exterior window trim color or a color matching the stucco. Vents located higher on walls and the upright portion of radon mitigation devices must be painted to match the stucco color (available in color file).

Front Entrance Door Paint Colors:

Reflected below are the 6 standard colors for front entrance doors throughout the community. One of these 6 standard colors must be used when repainting/restaining front entrance doors.

Black:	Sherwin Williams SW6991, Black Magic
Brown Stain	Sherwin Williams will match when ready to re-stain
Dark Blue:	Sherwin Williams SW6244, Naval
Green:	Sherwin Williams SW2810, Rookwood Sash Green
Red:	Sherwin Williams SW6335, Fired Brick
Tan:	Sherwin Williams SW6080, Utterly Beige

Mail Box Posts, Mailbox and Numbers:

Mailbox, numbers, and posts are purchased by the Association. Contact the management company for assistance when needed.

Color: Sherwin Williams custom color stain (available in store color file) is used for mailbox posts on all streets..

Street Sign Posts:

Color: Sherwin Williams custom color (available in store color file).

Street Name Signs:

Source: Columbus Sign Co, 1515 E. Fifth Avenue, Columbus, OH, tel: 614-252-3133.

Color: Dark green color, match "Bottle Green" vinyl color.

Fire Hydrants:

Produce: Rust-Oleum oil based protective enamel, #7762.

Color: Sunrise Red gloss.

Storm Sewers:

Primer Color: Sherwin Williams store has product used on file. Use throw away brush as Xylene, too noxious a material, is required for cleanup.

Final Coat Color: Sherwin Williams #6150, Universal Khaki. The store has the product used on file. Paint thinner required for clean-up.

Roof shingles:

Brand: Atlas Pennical or Certainteed Landmark 30 yr Dimensional Shingle. Atlas shingles were used mainly only on Banbury Ct and the first houses on Lavenham Circle West. The Certainteed Landmark shingles were used everywhere else and are the best replacement choice when repairing the Atlas shingles. There are shingles available from other manufacturers that are very similar in color and have also worked as replacements. Please note that California Cut Shingles have been approved for installation in roof valleys.

Color: Weathered Wood

Stone:

Brand: Classic Stone (Original Carriage Hill out of business)

Style: Culture Stone

Color: North Shore Limestone

Mortar: Color to match existing houses

Storm Door:

The standard front entrance storm door is Sugarcreek Industries, model 590, and full view decorator series storm/ screen door. They were originally purchased from Modern Builders Supply, 760 N. James Road, Columbus, OH 43219. They are also available with faster service from Tri-Village Service and Repair, 2185 Riverside Drive, Upper Arlington, OH 43221, tel: 614-486-0051, fax: 614-486-0509 and Wingler and Sons, 1776 W. Lane Ave., Upper Arlington, OH 43221, tel: 614-485-3000. The storm door color must match either the front door color or be close to the stucco color (Sandstone color storm door). The Sandstone color storm door must

be used whenever Sugarcreek storm door colors cannot be matched to standard Barringtons front entrance door colors.

Exterior Retractable Phantom Sliding Screen

This screen is approved for use with exterior doors on Coventry back porches. **Source:** Lowes

Color: Driftwood Beige

Awning and Vertical Blind:

The standard awning and vertical blind approved by the Board are reflected below. Twelve (12) court Units have back entrances that face Lavenham Circle East, Beacon Street, and/or Lavenham Circle West. In addition, eight (8) Units on the West side of Lavenham Circle West have back entrances that face Fairway Drive. Accordingly, 50% of the Units have back sides very visible to residents, guests and the general public. Installing only the standard awnings approved by the Board and maintaining them at a high standard is essential to continue the high appearance standards and value of all Units in our community. **NOTE: Maintenance of installed awnings is a Unit owner responsibility (See APPENDIX E, Maintenance Responsibility Checklist).**

One type of awning and one type of vertical blind have been approved for installation. Vertical blinds installed prior to September 2006 are grandfathered in as acceptable. However, replacement of these blinds and/or fabric is limited to the standard approved blinds below.

A vertical retractable blind, fully encased when retracted, is useful on the Berkshire and Dorchester model back porches to shade from evening or morning sun. The horizontal retractable awning is useful on top of the pergalo of the Coventry model over the open horizontal beams to protect from the sun and rain. **NOTE: awnings and blinds are subject to damage from winds when left extended during storms and significant winds. Thus, they should be retracted at all times when not in use and/or when residents are gone.**

Awning For Use With Coventry Model Pergalo:

Manufacturer: Durasol 12' X 10' SunShelter "Classic" Fully Retractable Canvas Awning w/Sunbrella Fabric & RTS CMO Motor and Remote Control.

Color: Awning, Cadet Gray, #4320; Framework, White (only color available).

Source: The Blind Factory, 7460 Montgomery Dr., Plain City, OH 43064, Tel #614-771-6549

Warranty: 5 years on framework, frame finish, motor and electronics; 4 years on fabric.

Vertical Blind For Use With Berkshire and Dorchester Models:

Manufacturer: The Blind Factory, 7460 Montgomery Drive, Plain City, OH 43064, call Andrew at #614-771-6549. Homeowners may use an alternate supplier if the product and installation are approved by the Board.

Color of Blind: Pearl Grey [discontinued; alternate color to be named]

Warranty: 2 years on fabric and mechanism if encased when not in use to preclude wind damage.

Paver Walk and Driveway:

Source: Oberfield, Inc, 528 London Rd, PO Box 362, Delaware, OH 43015, tel: 614-252-0955, www.oberfields.com.

Color: standard colors include Earth Blend and Flagstone Blend (as made or tumbled) [need to check availability] and a standard medium gray paver. Contact the Board for information on which units have installed pavers to view.

APPENDIX E

MAINTENANCE RESPONSIBILITY CHECKLIST

ITEM	MAINTENANCE		REPLACEMENT	
	Homeowner	Association	Homeowner	Association
VILLA HOME UNIT				
Includes roof, exterior finish, windows, awnings, vertical porch blinds, driveway, patio, porch, retractable screens, storm doors, sidewalk and drain tiles, privacy fences abutted to or part of the limited common area of the home.	X			*(1)
COMMUNITY				
Lawn, trees and shrubs planted by the Association		X		X
Trees and shrubs planted contiguous to each unit, approved by the Association and planted by the homeowner	X	*(2)	X	
Main utility lines serving multiple units (sanitary and storm sewers; water, electric and gas trunk lines)		X (via utility service)		X (via utility service)
Utility service lines (from main junction to unit) serving only one unit	X		X	
Entry gate		X		X
Streets and common area sidewalks		X		X
Central irrigation system		X		X
Unit owner irrigation system	X		X	
Mailbox and post		X		X

*

(1) In the case of a successful insurance claim, the Association may assume or share some repair or replacement costs, depending on the circumstances of wear and tear versus loss, amount of the association insurance coverage, and the Association's Declaration and By-Laws.

(2) Plants in close proximity to each unit will be pruned, mulched, sprayed for insect and disease control, etc. by the Association's landscape contractor unless the homeowner requests that these services not be provided.

APPENDIX F

THE BARRINGTONS AT WEDGEWOOD CONDOMINIUM ASSOCIATION

Request for Approval of Exterior Architectural or Landscape Modification

The Vaughan Group, Ltd.
6099 Riverside Dr., Suite 200
Dublin, OH 43017
(614) 408-3206
Fax: (614)-707-4389

Name: _____ Date: _____

Home Address: _____

Phone: _____

E-mail
address: _____

Please provide a complete description of the exterior architectural or
landscaping modification proposed (attach additional pages if needed).

Dates planned for modification:

From: _____ To: _____

Name of Contractor: _____ Phone: _____

The following documentation must accompany all modification requests to the extent
that documentation is reasonable and necessary. If incomplete, approval will be
withheld.

1. Construction/Landscaping plans and specifications
2. Plot plan showing exact location with respect to condominium unit and limited
common elements.

It shall be the responsibility of the unit owner to ensure that the contractor, or owner
if completing the work, comply with the following:

1. Submission of the above required documentation/specifications
2. Compliance with Liberty Township permits, building regulations, ordinances, etc.

3. Repair of any damages to the common element of other condominium units due to this modification.

Current owner accepts all responsibility for maintenance of the improvement and shall hold the association harmless from any damage or liability resulting from the maintenance and installation of the modification.

Owner: _____ Date: _____
Signature

Management Review:

_____ Received in management office Date: _____

_____ Project meets pre-approved criteria; approval to homeowner

_____ Additional information requested from homeowner

Comments:

_____ Forwarded to Board for review Date: _____

Board Action:

Date: _____

_____ Approved _____ Disapproved

Comments:

By the Board of Directors of The Barringtons at Wedgewood Villas

Signature

Position

APPENDIX G

The Barringtons At Wedgewood Villa Condominium Association

LANDSCAPING RESPONSIBILITIES

Due to the ever-increasing cost of maintaining the lawns and landscaping of the Common Area of the Barringtons which in some instances seem to overlap into the homeowner care area the following is a clarification of the Association and Individual Owners responsibility respectively.

The Association is responsible to maintain all Common Areas including shrubs, trees and lawns planted by the Association.

Common Area is defined in the Declaration filed November 24, 1997, Article VI, Section 1, Page 6 as all areas of the community with the exception of those areas specifically denoted as Limited Common Area.

Limited Common Area is defined in Article VI, Section 2, Page 6

Individual patio area – soil/plantings areas around the same

Exterior walkways

Driveway/Parking Spaces serving only the home – soil/plantings areas around the same

Exterior residence front entry area - soil/plantings

Areas reserved for the exclusive use of the residence.

Owners are responsible to maintain all shrubs and trees in their designated areas as stated above. These trees and shrubs were planted by owners (or previous owners) which choice of plants and lay-outs were approved by the Association prior to installation. The only care the Association provides in late spring and early fall in regard to the plantings is the pruning of shrubs (not including exotic and special bushes) for the current year's growth and spraying for invasive insects and disease control. It is the owner's responsibility to continue to maintain their landscape/shrubs during the months after the Association provided the pruning. Any overgrown shrubs/bushes more than 4 ft. tall need to be trimmed back at the owner's expense and they should not cover/grow into window areas, front entrances or back deck/patios. Trees should be trimmed to below the roof line of the home, never intrude another property, hang over driveways or obstruct the access between residences. These are the owner's responsibility. Furthermore the Association will mulch within five feet of the home, around the respective mailboxes, around trees planted by owners and the area between homes.

Owners who wish to remove/replace bushes and trees with a different kind or change their landscape design need to go through the approval process. The “approval form” can be found on the Barrington’s website, will need to be filled out and forwarded to VGL, the Management Company. Once received the request is presented to the Board for approval/acceptance.

New owners or interested buyers are encouraged to familiarize themselves with the before mentioned and not rely on verbal assurances that the Association takes care of all the landscaping needs.

For help with maintaining trees or overgrown shrubs the following vendors are familiar with the Barringtons:

Trees Are My Business

Joseph Tree Service

Russell Tree Experts

The Davey Tree Expert Company

9-22-20

APPENDIX H

The Barringtons At Wedgewood Villa Condominium Association

HANDRAIL SPECIFICATIONS

Installation of exterior handrails on a unit can be either by the front entry where one or multiple steps are located, also on back porches with various numbers of steps, if so desired by an owner. Should the home have only a “one-step” needing a rail, a two-baluster railing is required to meet approval.

Material: Wrought Iron (not aluminum)

Color: Black

Suggested Supplier:

Fortin Ironworks
944 W 5th Ave, Unit #2
Columbus, Ohio 43212
Phone: (614) 291-0382

Attached are pre-approved (not approved) depicted handrails, all other designs, colors, materials need to be approved by the Board prior to installation.



VARIOUS APPROVED
HANDRAILS



