



DOMINION CLUB HOMEOWNERS ASSOCIATION HANDBOOK



Updated June 2021

The Dominion Club is sections 2 and 6 within the New Albany Links development designated as a first class, age-restricted community to promote a homeowner-friendly environment with some maintenance-assisted living to senior members of our community. In order to maintain its unique character, the Dominion Club is governed by restrictions that ensure that the community will consist of households with at least one permanent resident who is 55 years old or older. This restriction is designed to comply with both federal and state law to permanently create a senior-friendly environment.

This handbook is a condensed version of the covenant and deed restrictions defined in the documents listed below as well as specific provisions enacted by the Dominion Club board of trustees. Should there be any misrepresentation or ambiguity, the below documents should be considered the full and complete record of rules and restrictions. This Handbook codifies the Rules and Regulations of the Association in addition to the below governing documents. These Rules and Regulations may be enforced as allowed by Ohio law and the governing documents for the subdivision. Reference citations are reflected throughout this document using the following codes to the original source:

Reference citations:

- COR (Code of Regulations of Dominion Club at New Albany Links Homeowners Association, Inc.
- SWD (Special Warranty Deed),
- MSTR (Declaration of Protective Covenants, Conditions, and Restrictions)
- AMEND (Electronic Notice, Voting, Meeting Amendment)
- BOT (Board of Trustees)

TABLE OF CONTENTS

Board of Trustees	5
Legal Documents	5
Establishment of Rules and Regulations	5
Modification of rules and regulations	5
Age Restriction	5
Maintenance of Age Restricted Status	5
Required Participation in Surveys	6
Change of Occupancy	6
Management Companies.....	6
Financial Matters	7
Assessments.....	7
Payment.....	8
Returned Checks for Non-Sufficient Funds.....	8
Collections.....	8
Utilities.....	9
Maintenance	9
Homeowner	9
Inadequate Homeowner Provision	9
Association.....	10
Costs Associated with Maintenance of Common Areas.....	10
Fuel Storage Necessary for Maintenance	10
Community Clubhouse	11
Clubhouse Hours and Guidelines	11
Clubhouse Reservations	11
Clubhouse Lockers.....	11
Clubhouse/pool key	11
Pool Facilities	12
Pets.....	12
Vehicles and Parking	13
Trash Collection.....	14
Exterior Modification	14
Landscaping Guidelines	15
Walls and Fences	16
Storage Buildings.....	16

Ancillary Equipment	16
Interior Modifications	17
Signs.....	17
Business Activities and Garage Sales.....	17
Offensive Activities	18
Enforcement	18

BOARD OF TRUSTEES

The Board of Trustees (the “Board”) has the authority under the laws of Ohio and the provisions of the Code of Regulations to govern the operation and management of the Association's affairs. COR IV 4.01

The Board has the right, power, and authority to suspend the voting rights of a Homeowner during any period in which he/she is in default in payment of fees, charges, or any assessment levied by the Association. SWD IV 4.01 & V F 4

LEGAL DOCUMENTS

Every owner should have received a copy of the legal documents at the closing of the purchase of his/her home. These documents are Code of Regulations of Dominion Club at New Albany Links Homeowners Association, Inc.; Special Warranty Deed; Declaration of Protective Covenants, Conditions, and Restrictions; Amendment Electronic Notice, Voting, Meeting. All owners and occupants should acquaint themselves with the contents of these documents and this Handbook. Copies of these documents are available on the Dominion Club web site <http://www.dominionclub.org/>.

ESTABLISHMENT OF RULES AND REGULATIONS

The Code of Regulations gives the Board the power and authority to adopt and publish rules and regulations governing the use of property in the development, including common areas. The Board also has the power and authority to establish and levy enforcement charges for violations of the rules. COR IV 4.01; SWD IV D

MODIFICATION OF RULES AND REGULATIONS

These rules and regulations may be amended or modified from time to time, as conditions change, by the Board without any prior notification to homeowners and occupants or prospective homeowners and occupants who are under contract to close. COR IV 4.01

AGE RESTRICTION

The Dominion Club at New Albany Links is intended to provide housing primarily for persons 55 years of age or older. The properties shall be operated as an age-restricted community in compliance with all applicable State and Federal Laws. SWD II

MAINTENANCE OF AGE RESTRICTED STATUS

In order for the Dominion Club to maintain its status as an age restricted community:

1. Each home is to be occupied by at least one permanent occupant who is 55 years of age or older. A resident is a permanent occupant if the dwelling is considered his/her legal

residence and he/she resides there for a minimum of six months during each calendar year. SWD VIII B 1

2. No home shall be occupied by a person who is less than 19 years of age except as a guest of a resident. If a guest is under the age of 19 however, they shall not occupy the home for more than 90 nights in any single calendar year. SWD VIII B 2
3. The Association has the right to make additional rules and regulations regarding persons less than 19 years of age, as it deems necessary to promote the adult nature of the community. COR IV 4.01

REQUIRED PARTICIPATION IN SURVEYS

All owners and occupants will be required to periodically participate in a survey that shall verify the ages of all occupants of the development. Part of this survey shall include an Age Affidavit Form that shall verify all occupants' ages. Participation is mandatory. SWD VIII B 7

CHANGE OF OCCUPANCY

In the event of any change in occupancy of any home in the community as a result of transfer of title, lease or sublease, birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the following guidelines apply. SWD VIII B 5

1. The then-current owner must immediately notify the Board in writing and provide the Board with the names and ages of all current occupants and any other information the Board may require in order to verify the age of each occupant.
2. If an owner fails to notify the Board and provide them with all required information within ten days after the change of occupancy, the Association, as allowed by Ohio law, with notice and an opportunity for a hearing before the Board, is authorized to levy reasonable enforcement assessments against the then-current owner and the dwelling for each day after the change in occupancy occurs until the Association receives all required information. See below procedures under "Enforcement."

MANAGEMENT COMPANIES

Dominion Club homeowners are voting members of two separate homeowners' associations:

- **Dominion Club Homeowner's Association (DCHA)** – homeowners in sections 2 and 6 within the New Albany Links development, the age-restricted sections, are members. The association web site link is <https://www.dominionclub.org>. The DCHA board of trustees selected the Vaughan Group Ltd. (VGL) as property manager to collect monthly fees for landscaping and snow removal services and to manage the clubhouse. Contact information is:

Vaughan Group Ltd.

Attn: Doug Easton, Dominion Club

6099 Riverside Drive, Suite 200
Dublin, OH 43017
(614) 408-3206
deaston@vglltd.com
<https://vglltd.com>

- **New Albany Links Homeowners Association (NALHOA)** – homeowners throughout the New Albany Links development, including sections 2 and 6, are members. The NALHOA board of trustees selected NAI Ohio Equities to collect an annual fee for maintaining public areas and entrance ways to the Links as well as all mailbox maintenance. Contact information is:

NAI Ohio Equities
Attn: Mark Reader, Senior Property Manager
8000 Walton Pkwy Suite 250
New Albany, Ohio 43054
(614) 939-8620
mreader@ohioequities.com
<https://nalhoa.com>

FINANCIAL MATTERS

ASSESSMENTS

Each Homeowner agrees to pay fees to the Association for operating assessments, special assessments for capital improvements, and special individual home assessments as deemed necessary by the Association. These assessments shall be used exclusively to promote and provide for the health, safety, and welfare of all homeowners and occupants and for the best interests of the Community. MSTR X

The following are assessment charges. These amounts are subject to change if the Association, upon approval by the Board, deems a change is necessary to maintain the character and design of the community. SWD V

1. Each lot is assessed \$125.00 per month for services that include defined lawn/landscape care and snow removal. SWD V B
2. An owner may be assessed for the costs incurred by the Association in the repair of any damage to the common areas and facilities for which such owner or occupant was responsible, the costs incurred by the Association in bringing such owner and his/her lot into compliance with the declarations and guidelines, and any amount the Association levies due to disciplinary proceeding against such owner as established in the Declaration. SWD V E

3. Each lot is assessed \$255.00 per year to maintain the entry features and common landscaping for New Albany Links. SWD V C

PAYMENT

Monthly Association dues are payable to the Dominion Club at New Albany Links on the first of each month. VGL collects monthly fees and offers several payment methods. Contact VGL for details.

Annual Association dues are payable to the New Albany Links Homeowners Association on January 1. Ohio Equities sends an annual invoice to all Links homeowners. Contact Ohio Equities for details. SWD V F

RETURNED CHECKS FOR NON-SUFFICIENT FUNDS

Any check returned for non-sufficient funds will be:

- charged back to the individual's account
- a \$25.00 handling fee will be charged to that account
- the check will be held until a replacement check has been cleared for payment (returned checks will not be re-deposited). SWD V F

COLLECTIONS

1. All assessments are due on the 1st day of the month and are considered late if not received by the 15th day of the month ("the late date").
2. After the late date, an administrative late charge of \$20.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice)
3. The Association will apply any payments in the following order:
 - a. Interest owed to the Association;
 - b. Administrative late fees owed to the Association;
 - c. Collection costs, attorney's fees and paralegal fees the owner/Association incurred in collecting the assessment; and, finally,
 - d. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or Receiver, approved by the Court.

6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval. SWD V F 1, 2, 3; BOT

UTILITIES

Homeowners are responsible for initiating service on the date of possession for gas, electric, telephone, water & sewer, trash collection and television service. Homeowners are also responsible for the maintenance and payment of their own gas, electric, telephone, water & sewer, trash collection, security systems and television services.

MAINTENANCE

HOMEOWNER

Each owner is responsible to maintain his/her lot, home, and all other structures, parking areas, landscaping, and all other improvements comprising the lot in a manner consistent with the community guidelines and all applicable covenants, architectural guidelines, use restrictions, unless such maintenance responsibility is assumed by or assigned to the Association. SWD VI B

Each **owner is responsible for** the maintenance of: SWD VI B

- city sidewalks
- parking areas and driveway
- lamp post
- home exterior and interior
- spraying and fertilizing garden areas including beds at front of dwelling

INADEQUATE HOMEOWNER PROVISION

The Association may, at the discretion of the Board, assume the maintenance responsibilities of an owner if, in the opinion of the Board, the level and quality of maintenance provided by the owner is not satisfactory. Before assuming the maintenance responsibilities, the Board shall notify the owner in writing of its intention to do so, and if the owner fails to commence and diligently pursue the appropriate remedial action, within three days in the case of maintenance to the exterior of a building or landscape maintenance, or within 10 days in the case of any other maintenance, after mailing such written notice then the Association may proceed with such remedial actions. The Board may levy a Lot Assessment for all expenses incurred. SWD VI C; BOT

ASSOCIATION

Subject to budgetary limitations and the right of the Board to exercise reasonable business judgments, the **Association is responsible for:** SWD VI A

- mowing, edging, fertilization, weed control and grub treatment of the turf grass on each lot.
- cutting and trimming of all landscaping and shrubs, if any, located within beds at the front of any dwelling.
- snow and ice removal on driveways and sidewalks on the Property and each Lot (accumulation of 2 inches or more).
- maintenance of all common areas including the pool and clubhouse areas.
- signage within the public streets and right-of-way, within or abutting the properties, to the extent maintenance by any local government is not consistent with the community guidelines.
- any streetlight that is not within a streetlight improvement district (presently at clubhouse only). SWD VI A
- all landscaping within any public utility easement and scenic easements within common areas.
- all expenses related to maintenance of the entrance to the Dominion Club at New Albany Links, including landscaping and structures such as signage. In addition, the Association shall maintain all landscaping irrigation systems in the common grounds.

COSTS ASSOCIATED WITH MAINTENANCE OF COMMON AREAS

The owners shall be responsible for paying, through neighborhood assessments, the costs of operating, maintaining, and insuring certain portions of the common area. This may include, without limitation, the costs of maintaining:

- any signage, entry features, right-of-way, and open space
- areas adjacent to public roads, regardless of ownership and the fact that the maintenance may be performed by the Association, providing however, that all owners similarly situated are treated equally.

Homeowners are responsible for maintenance and repair resulting from damage to the common areas caused by negligent or intentional acts by the owner, occupants, or guest/invitee of any owner or occupant. SWD V

FUEL STORAGE NECESSARY FOR MAINTENANCE

On-site storage of gasoline, heating or other fuels is prohibited in the Community except that up to five gallons of fuel may be stored on each lot for emergency. The Association shall be permitted to store fuel for the operation of maintenance vehicles, generators, and similar equipment. SWD VIII E; BOT

COMMUNITY CLUBHOUSE

Parking at the clubhouse is permitted when using the pool and/or clubhouse facility. There is a limited amount of parking spaces; therefore, parking is on a first-come, first-served basis. Any regular or continued parking at the clubhouse parking lot is prohibited.

CLUBHOUSE HOURS AND GUIDELINES

Clubhouse hours are between the hours of 6:00am and 11:00pm.

- An access key is provided for each residence.
- No smoking is allowed in the clubhouse.
- No Pets or animals of any kind are allowed in the clubhouse at any time.

CLUBHOUSE RESERVATIONS

Only Dominion Club homeowners may reserve the clubhouse for parties/gatherings and must be present at all times for the reserved parties/gatherings. BOT

- **Reservation Fees** - There is a \$50.00 fee to use the Clubhouse. In addition, a \$100.00 refundable deposit is required. The deposit will be refunded after the party and once an inspection of the Clubhouse has been performed to ensure that the Clubhouse has been cleaned and restored to its original condition. BOT
- **Small Groups** - Small groups composed totally of Dominion Club residents may use the clubhouse for small group intra-club gatherings, (i.e. card and board games, small meetings and social events) free of charge providing the required cleaning and restoration to its original pre-gathering condition occurs. BOT
- **There is a sixty-five (65) person maximum limit for party/gatherings.** City Law
- **Reservation Procedure** - All users of the Clubhouse, both those paying and those using it free of charge, should contact VGL to make a reservation in order to avoid conflicts with those who may have already rented or requested use of the Clubhouse. To ensure that residents have priority to use the pool and for liability reasons, *the pool facility may not be rented.* BOT

CLUBHOUSE LOCKERS

- Lockers are provided for the daily use of residents and their guests.
- Locks may not be left on lockers overnight. BOT

CLUBHOUSE/POOL KEY

The board will issue one Clubhouse access key to each residence. The key opens clubhouse entrances and pool gates. Extra keys or replacements for lost keys cost \$25.00 per key. BOT

POOL FACILITIES

Assumption of Risk - People using the pool do so at their own risk; there is no lifeguard on duty. It is suggested that one not swim without another capable swimmer present. For the privilege of enjoyment and use of the pool and its facilities, all those entering its gates agree to release and discharge the Association from all liability and/or damages arising from the use of the pool and its facilities.

Usage Guidelines - The pool is for the exclusive use of all owners and occupants in good standing and their guests. No guest fee will be charged. The following are guidelines to help provide a safe and enjoyable pool area (the pool area is defined as all of the area enclosed within the wrought iron fence surrounding the pool): BOT

1. The pool area is open to all resident members in good standing and their guests between the hours of 8:00 A.M. to 10:00 P.M. daily. Residents are responsible for the behavior of their guests. **A homeowner must accompany all guests.**
2. All guests under the age of 14 years (children) must be accompanied by a resident and may only swim in the pool between the hours of 10:00 A.M. to 1:00 P.M. and 4:00 P.M. to 6:00 P.M. Only devices relating to aquatic safety are permitted during these time periods. It is up to the homeowner to monitor their guests' behavior at all times.
3. Pets are prohibited anywhere within the pool area.
4. **ABSOLUTELY NO GLASS** or other breakable items are permitted in the pool area. There is no trash removal service for the clubhouse or pool area. Take all trash with you after using the pool.
5. Swimming is permitted only in garments sold as swimwear.
6. No persons in the pool area shall run, dive into the water, throw or toss objects, cause excessive splashing or be objectionably loud.
7. Due to the limited number, furniture may not be reserved. People using a table with an umbrella must close the umbrella when leaving the pool area or in heavy wind conditions.
8. No one is permitted in the pool area during electric storms.
9. **To ensure that residents have priority to use the pool, and for liability reasons, the pool facility may not be rented.**

PETS

Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. The common areas are for the enjoyment of all residents. These areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the Association's declarations: MSTR VII 7.08; SWD VIII G

1. No animals may be raised, bred or kept within the community except for those common household pets, limited to dogs, cats, birds, or fish.

2. Pets must not be kept for breeding, any commercial purposes, and/or in unreasonable numbers; each lot is limited to two (2) pets. Unreasonable numbers are considered more than 2 pets per home.
3. Fence structures are prohibited within the lot with the exception of electronic pet fencing. In addition, no animal pens, kennels, or dog runs are permitted on lots, common area, or any other location in the community. Pets may not be tethered and left unattended outside. When outside, pets must be either on a leash under the control of an adult capable of controlling the pet or within the boundaries of an electrical pet fence at all times.
4. The Association may prohibit any owner from maintaining a pet on his/her lot, which, in the opinion of the Association, constitutes a private nuisance to any person. (Pets may be ordered removed from the community at the discretion of the Board if they become a nuisance.)
5. Each pet owner is responsible for the prompt clean-up and disposal of pet waste at all times within the community.
6. Pet owners may be assessed an enforcement charge for violation of these regulations.
7. All pet owners must maintain the animal pursuant to the laws of the City of New Albany and the State of Ohio, and owners are liable for any injury or damage to persons or property caused by the animal. BOT

VEHICLES AND PARKING

1. While temporary parking for deliveries, services, driveway maintenance, and visitors are expected, our community's legal documents prohibit regularly parking on-street and in driveways.
 - a. Vehicles shall not be parked upon any driveway of any residence for more than a total of 48 hours without the express prior written approval of the Board.
 - b. Owner's garages should be readily available for parking of the Owner's respective vehicles. Owners shall not store any goods or materials in the garage or use any portion of the garage for a workshop or other use if such storage or use would prevent the Owner from parking any of the Owner's respective vehicles inside the garage.
2. **All garage doors shall remain closed at all times**, except as is reasonably required for entry to and exit from the garage.
3. No Owner shall conduct repairs to any motor vehicle of any kind whatsoever in the Owner's garage or driveway or upon the Common Area, except for emergency repairs, and then only to the extent necessary to enable the vehicle to be removed to a repair facility.
4. No vehicle (including, but not limited to, any car, truck, motorcycle, boat, or trailer) containing or displaying a "for sale" sign may be parked on any driveway or street.
5. Parking is prohibited on any lawn area.

6. Temporary parking for guests is allowed on the driveway and on the streets in such a manner as not to block any resident's access to and from the garage or street nor block the delivery of mail.
7. No recreational vehicle, camper, boat, trailer, motor home, or travel trailer may be parked on any street or driveway for more than 48 hours within a 30-day period.
8. Inoperable vehicles (flat tires, expired license, etc.) or vehicles that appear to be abandoned, which are parked or stored on any street, driveway, open space, or open lot, are prohibited and subject to immediate towing. MSTR VII 7.05,7.06,7.15; SWD VIII M; BOT

TRASH COLLECTION

- No garbage or trash shall be placed or kept on any lot or common area.
- All rubbish, trash, or garbage shall be removed from the lots and common areas and shall not be allowed to accumulate.
- No outdoor incinerators shall be kept or maintained on any lot. SWD VIII N
- No trash, ashes, garbage, or other refuse shall be thrown or dumped on any land or area within the community.
 - Each owner, if temporarily faced with unexpected or unavoidable refuse during construction work, remodeling, etc., shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be protected from the wind, animals, and other disturbances.
- Residents will be responsible for cleaning up trash spillage from their containers.
- Trash containers, when not set out for collection, must be kept inside the garage. MSTR VII 7.07; SWD VIII N
- Disposal of any oil, gas, or lubricants and the storage or disposal of other hazardous materials (as may be determined in the Association's reasonable discretion and as defined by applicable law) anywhere within the properties is prohibited. SWD VIII E

EXTERIOR MODIFICATION

No modifications, changes, additions, or improvements to the exterior of the home and common areas may be made without prior written approval of the Dominion Club Design Review Committee (DRC) and the New Albany Links Architectural Review Board (ARB). Homeowners are required to submit plans for and receive written approval from both review committees prior to performing or installing:

- **additions, alterations, restorations or modifications to an existing dwelling**
- **change paint color or roofing materials**
- **Front doors, screen doors, shutters**
- **landscaping**
- **spas**

- any concrete work, ancillary equipment, signage
- modifications to the interior of screen porches, patios, or similar portions of a lot visible from outside the structures
- all other on-site improvements

Application Process

The covenant and deed restriction documents of both homeowners' associations, to which Dominion Club homeowners belong, have separate legal requirements requiring any exterior modification request to be submitted to each association according to its defined review process. The DCHA and the NALHOA have worked out a process to make it as easy as possible to get requests reviewed as quickly as possible.

- Exterior Modification forms along with guidelines are available from VGL, the Dominion Club web site, or from the DRC.
- Separate applications must be made to, and written approval received from both the Dominion Club and the New Albany Links Architectural Review Board (ARB). **Both Review Forms should be completed at the same time and both forms sent to VGL.** *Do not send the NAL ARB form to Ohio Equities separately.*
- The management companies, VGL and Ohio Equities, manage the process so that both committees conduct the required reviews.
- Homeowners will receive the results from both reviews. Both associations must approve before work is done.
- Each homeowner is responsible for removing or otherwise resolving, at his/her expense, any non-compliant and/or unapproved improvement. SWD V,VII A,B&D; MSTR VII 7.10,7.23

LANDSCAPING GUIDELINES

1. All landscaping shall be maintained in accordance with community-wide standards. SWD VI B; BOT
2. The Association may distribute a list of all recommended plantings including type of plant and location it may be placed. BOT
3. Trees with shallow and/or invasive roots planted within five (5) feet from concrete walks are to include root barriers. BOT
4. Any landscaping or other modification that interferes with the drainage pattern of the community is prohibited. MSTR VII 7.13; SWD VIII W
5. Ornamentation of the home, as viewed from the street, should be in character with the community and complement surrounding landscaping and overall house design and colors, presenting a clean and uncluttered image enhancing the appearance of the property. Scale and proportion of ornamentation should be a factor based on the size/proximity of homes within the community. All such ornamentation must remain in good condition and repair. MSTR VII 7.23; BOT

6. Ornamentation in the back of the home; i.e., not viewed from the street, is unrestricted. Please exercise moderation and be considerate of your neighbors who will have a view of the back area. If any residents complain about a noise nuisance, the offending item must be removed. MSTR VII 7.04; BOT
7. Ornamentation for holiday decoration is permitted within a reasonable period of time prior to, during, and after a holiday season. BOT
8. Keep all grass areas - front, side, or back - clear for safe mowing and trimming. BOT
9. There are to be no stand-alone flag poles erected within a lot. One flagpole mount may be attached to the eaves, or to the face of the dwelling, if the mount is secured to a wooden stud. The United States, State of Ohio, POW/MIA, US military service flags, and small seasonal flags are the only flags acceptable for continuous display as well as window displays of blue and gold star banners. An exception is permitted for a sport team flag but this exception is allowed only on game day one day per week. Ohio Law; BOT

WALLS AND FENCES

No alterations, changes, or additions will be allowed to any wall and/or fence of a home or common area without prior written approval of the DRC. No wall or fence may be built without being reviewed and approved in writing by the DRC prior to installation. SWD VIII U

STORAGE BUILDINGS

No temporary or permanent storage buildings may be erected on any lot or common area within the community. SWD VIII K

ANCILLARY EQUIPMENT

1. *Spa*. Approval by the DRC must be granted prior to installation of any and all spas. In addition, installation must be in accord with all ordinances established by the City of New Albany, Franklin County, and/or State of Ohio. The spa is required to have protective fencing and is subject to certain established setback requirements. The installation of above ground pools is prohibited. SWD VII V
2. *Antennas*. All antennas whose installation and use is protected under federal laws or regulations may be installed on rooftops, specifically, satellite “dish” antennas that are one meter (39”) or less in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service.

Note: Federal law prohibits homeowner associations and local governments from prohibiting dish antennas as described or restricting placement that adds to the cost of installation or inhibits optimum reception. With that in mind, homeowners are asked to consider, if possible:

- a. placing the dish in the least obvious location, preferably in the rear or side yard behind the primary front elevation of the house that faces the street.
- b. not placing the dish in prominent visual locations, such as on top of the chimney, railing or roof ridge, or on roof surfaces that directly face the street.

There is no need to submit an exterior modification request for these dish antennas.

No outside antenna, aerial, or satellite dish with a diameter greater than one meter (39”) for the transmission or reception of television or radio (including amateur or ham radio) signals of any kind (collectively referred to herein as “antennas”) will be allowed outside of the home. SWD VIII O

3. *Clotheslines*. No outside clotheslines may be erected within a lot or common areas. No laundry shall be dried or hung outside of any building. SWD VIII X
4. *Air Conditioning Units*. No window air conditioning units may be installed in a home. SWD VIII X
5. *Front Walk Railings*. Residents may add a front walk railing extending from front porch steps and walkway to the street sidewalk as desired. Plans detailing the railings and placement must be submitted to the DRC for approval before work is done. Guidelines and specifications for railings are available on the Dominion Club web site or from the DRC. BOT

INTERIOR MODIFICATIONS

Homeowners can make any home interior modifications to their home that they desire. MSTR VII; SWD VII

SIGNS

Posting signs of any kind (including, but not limited to, posters, circulars, and billboards) is prohibited, except the following or those required by law: SWD VIII F

1. no more than one professional lettered “For Sale” sign shall be permitted on any lot
2. a reasonable number of professionally designed home protection/security signs from a security/alarm company providing services to the home
3. construction, marketing, and real estate signs necessary for promoting and selling the community may be erected as needed.
4. Political campaign signs for a reasonable duration of a reasonable size, to be removed within 3 days of any pertinent election. (Constitutional Law)

BUSINESS ACTIVITIES AND GARAGE SALES

Any business, trade, garage sale, moving sale, rummage sale, or similar activity, is prohibited, except when the activity is conducted within the home, as long as: MSTR VII 7.14

- the operation is not apparent or detectable by sight, sound, or smell from outside the home
- the activity conforms to all zoning requirements for the lot
- the activity does not involve regular visitation of the home by clients

- the activity is consistent with the residential character of the community and does not constitute a nuisance, hazardous or offensive use, or threaten the security or safety of other residents of the community, as may be determined in the sole discretion of the Board.

OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be conducted in any home, or upon the common areas, nor shall any home be used in any way or for any purpose that may endanger the health of or unreasonably disturb any occupant. MSTR VII 7.04

ENFORCEMENT

It is the responsibility of the Board and homeowners to enforce these guidelines. SWD X B; BOT

Any resident of the Dominion Club at New Albany Links may file a complaint with the Board citing a violation of the legal documents (COR, SWD, MSTR) or Handbook. Complaints can be made to VGL by letter, email or phone to:

Vaughan Group Ltd.

Attn: Doug Easton, Dominion Club

6099 Riverside Drive, Suite 200

Dublin, OH 43017

(614) 408-3206

deaston@vglltd.com

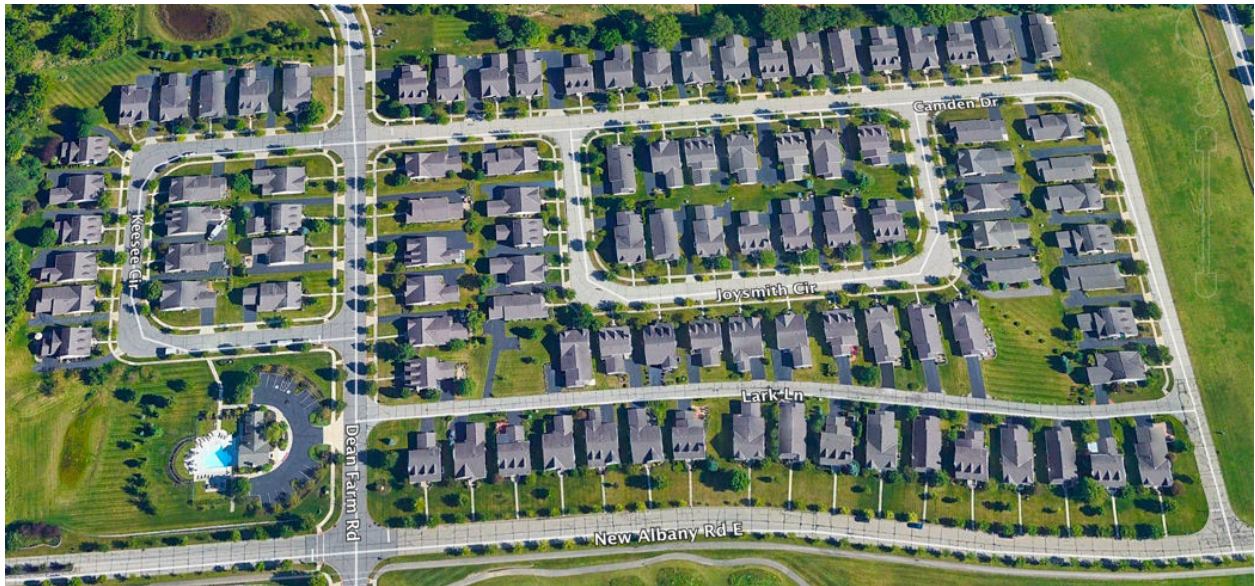
Complaints will be considered by the board.

Enforcement Policy

1. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("Governing Documents") as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible owner.
2. The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner's home.
3. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible owner's account.
4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to

physically remove the violation. For any violation of the Declaration restrictions or these Rules that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

5. 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 owner specifying:
 - i. A description of the property damage or violation; and
 - ii. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 - iii. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
 - iv. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
 - b. To request a hearing, the owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - i. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
 - ii. At the hearing, the Board and alleged responsible owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board's decision.
 - c. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.



Arial view of the Dominion Club at New Albany Links