



VILLAGE AT BEXLEY CONDOMINIUM ASSOCIATION

Handbook

Fees, terms and conditions contained in this handbook are subject to change without notice. This booklet includes the community rules and regulations adopted by the Board of Directors. It contains specific rules and regulations authorized by the Declaration and Bylaws of the Village at Bexley Condominiums Association. It is subject to change by action of the Board of Directors.

This booklet is designed to assist all unit owners in understanding the Rules and Regulations under which the Association operates. We believe that these Rules and Regulations are necessary in order to maintain a high-quality residential community. This community is intended to be primarily an owner occupied community.

Questions about the Association and its activities or an interpretation of rules should be directed to the Board of Directors via Advanced Realty Management, Inc.. Please note these Rules and Regulations apply to tenants as well as owners. If you are renting your unit, you are obligated to provide your tenant with a copy of this Handbook.

NOTE: This handbook is published solely for the Village at Bexley Condominiums Association as a service provided by Advanced Realty Management Inc. The material presented herein is intended to provide general information for residents of the Village at Bexley Condominiums

VILLAGE AT BEXLEY CONDOMINIUM ASSOCIATION OWNER HANDBOOK

Rules, Regulations and Helpful Information

Updated: September, 2015

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IMPORTANT PHONE NUMBERS

Advanced Realty Management / Don Acquista	614.861.1441 Ext 203
Fire	911 or 614.221.2345
Police - Columbus Police Department	911 or 614.645.4545
Columbus Health Department	614.645.8191
Columbia Gas of Ohio	614.460.2222
Advanced Realty Management Maintenance Department maintenance@advancedrealtymgmt.com	614.861.1441 Ext 225
Time Warner Cable	866.849.1945
Rumpke Waste/Recycling Collection <i>Owner must call to arrange pickup and billing for receptacles.</i>	614.421.0091

PROFESSIONAL MANAGEMENT

Under direction of the Board of Directors, a professional management agreement has been established with Advanced Realty Management, Inc. Advanced Realty Management, Inc. will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

Don Acquista, Manager | Advanced Realty Management, Inc
5350 East Livingston Avenue
Columbus, Ohio 43232
614-861-1441 Office
614-863-7391 Fax
dacquista@advancedrealtymgmt.com

INSURANCE

The common areas and the buildings are insured by State Farm Insurance. Our agent is Hans A Schell CLU, Agent (614) 888-0606. All Unit owners should also carry their own condominium owners insurance on the interior of their Unit.

INSURANCE INFORMATION

Because coverage provided by the master condominium association policy is limited to those losses involving only common areas, individual owners are responsible for losses affecting their own units. Until recently, most condominium unit owners purchased the kind of insurance sold to rental apartment dwellers. However, because of the many differences between the two types of tenancy, this kind of insurance was inadequate to cover the unit owner's unique needs. A condominium unit owner's policy in various forms now is available from many insurance carriers, and unit owners should be sure that they are covered by a policy designed especially for them.

The condominium unit owner's policy may cover five areas: the personal property of the unit owner (with some exceptions, as noted in the policy); unit realty that may not be covered by the association policy; additional living expenses incurred by the unit owner in the event he or she is forced to live elsewhere temporarily while repairs to damage are made or new permanent quarters are found; personal liability, including legal defense against suits arising from bodily injury or property losses sustained by another; and medical payment to others for injuries resulting from accidents on the owner's premises.

However, the unit owners may not be adequately protected by this coverage and may need to endorse their policies to provide the missing protection. Our condominium association policy covers the physical structure, but not including the unit owners' "living space", the area within your walls. The unit owner's policy should cover the remainder of his or her needs, such as permanent fixtures or additions or alterations made at the owner's expense, such as paneling, built-in bookcases, etc. The unit owner's policy may be endorsed to provide insurance coverage beyond the limits of the basic policy.

The basic owner's policy, like the association package, can be endorsed to cover all risks, with certain exclusions. The comprehensiveness of all-risk coverage depends upon the carrier. This all-risk approach is particularly desirable because, in the condominium structure, a unit owner has relatively little control over events that may originate in a neighbor's unit.

Unit owners also may want to consider obtaining loss assessments coverage to cover the requirement that losses incurred by the association and not otherwise insured must be met through a special assessment of the unit owners. For example, let's say a guest is fatally injured by falling down a stairway. The guest's inheritors sue the association for more than our coverage, and the courts eventually award a large judgment greater than our association package covers. Each unit owner would have to be assessed a share of the difference. The loss assessment endorsement would cover the unit owner's portion of the settlement as well as providing protection against certain other kinds of special assessments. To keep premiums low, payment under this coverage may be subject to a deductible.

Condominium unit owners may have additional needs that may be made by special endorsements to their policies, and an insurance agent should be able to provide advice as to coverage of these other unit owner liabilities.

ITEMS INSURED: Your Association's buildings, commonly owned contents, and business liability are covered under the Master Policy. Building coverage is limited to the original condominium plans and specifications.

ITEMS NOT INSURED: Your personal property, furniture, additional living expenses and personal liability. Additionally, any permanent upgrades made at the expense of the unit owner including, but not limited to carpeting, wall coverings, and lighting fixtures are NOT covered by the Association's Policy. You should have a "Condominium Owners' Policy" to cover these items. We would be happy to provide you with quotes for this important, yet relatively inexpensive coverage. Feel free to call us at (614) 888-0606 for additional information.

EVENTS INSURED: "Special Form," including fire, lightning, hail, explosion, riot, aircraft and vehicle damage, smoke, vandalism, falling objects, weight of ice, snow or sleet, collapse, sudden rapid water escape or overflow from plumbing, or appliances, frozen pipes, convector units, etc.

EVENTS NOT INSURED: Wear and tear, deterioration, mold, damage by insects or animals, settling or cracking, etc. of foundations, walls, basements, roofs, etc. There is no coverage for damage caused by repeated leaking or seeping from appliances or plumbing including from around the shower, bathtub, toilet and sink. These events are properly classified as maintenance items. The actual insurance policy contains full details regarding specific coverage's, limitations and exclusions.

CONDOMINIUM CERTIFICATES: If you receive a written request from your mortgage holder for a certificate, please forward a copy to: State Farm Insurance. Hans A Schell CLU, Agent (614) 888-0606 Please have all of the information listed below readily available. If a certificate is required immediately, the information can be faxed for processing. The fax number is (614) 888-3506. E-Mail address is hans.schell.h3la@statefarm.com. The information needed to issue a certificate includes:

- Name(s) of unit owner(s) as it appears on the loan Address of the unit
- Loan number Name & address of lender or financial institution including any qualifying phrase such as "their successors and/or assigns."

CLAIMS: Notify your community manager or a designated board member and your homeowner's insurance agent. Claims that involve your personal property, furniture, or personal liability, must be placed with your homeowner insurance company. When a claim involves the Association Master Policy, the Master Policy has a per claim deductible. Should the claim originate from your unit or affect only your home, you may be responsible for paying the Association deductible. (Most homeowner policies include provisions for the reimbursement of this deductible, subject to the homeowner policy deductible.) Claim payments are made to your Board of Directors as insurance trustee, not to unit owners or contractors. Insurance does not warranty or guarantee the work done by contractors.

ORGANIZATION

Each unit owner is a member of the association. The association is managed by the Board of Directors consisting of six Directors elected by the association. The powers and duties of the Board of Directors are established in the governing documents of the association. Village at Bexley Association is a not-for profit Ohio corporation operating under the provisions of Chapter 5311 of the Revised Code of Ohio.

The Declaration is the basic legal document that applies to the property rights of individuals in a condominium association. As the name implies, the Declaration is a set of restrictions that run with the title to the property. Thus, each owner and their residents become contractually bound by the provisions in the Declaration at the time the deed to the property is accepted.

The following is an abstract of the Enabling Declaration and the Bylaws of Village at Bexley Condominium including additional Rules and Regulations adopted by the Board of Directors.

USE OF THE UNITS

Village at Bexley' Condominium Units are used only for single family residential purposes, and recreational purposes. Condominium Units can be used as an office or studio as long as the activities do not interfere with the quiet enjoyment of any other owner or occupant. These activities cannot involve personal services to customers who come to the Unit. The Unit cannot be used as a rooming house, group home, commercial foster home, fraternity or sorority house; or any similar type of lodging, care or treatment facility.

COMMON AREAS USES

All of the Condominium Property, including all of the land and all of the improvements, except for the Condominium Units, are common areas to be used in common by all of the Unit owners.

LIMITED COMMON AREAS USES

Limited Common areas consist of a patio and in some instances, a mulched area. Any parking area in front of the Unit is reserved for the exclusive use of the Unit owner and occupants of that Unit. If the unit owner plans to have a party, arrangements for guest parking should be discussed. The Association is responsible for maintaining this Area. The Unit owner is responsible for cleaning and housekeeping of this Area.

ANIMALS

505.14 DANGEROUS AND VICIOUS DOGS.

- a) As used in this section:
- i. "Dangerous dog" means a dog that, without provocation, and subject to subsection (a)(1)B. hereof, has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, while that dog is off the premises of its owner, keeper or harbor and not under the reasonable control of its owner, keeper, harbor or some other responsible person, or not physically restrained or confined in a locked pen which has a top, locked fenced yard or other locked enclosure which has a top.
 - ii. "Dangerous dog" does not include a police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.
 - iii. "Menacing fashion" means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.
 - iv. "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.
 - v. "Vicious dog" means a dog that, without provocation and subject to subsection hereof, meets any of the following:
 - a) Has killed or caused serious injury to any persons;
 - b) Has caused injury, other than killing or serious injury to any person, or has killed another dog;
 - c) Is a pit bull terrier, the ownership, keeping or harboring of such a dog shall be prima-facie evidence of the ownership, keeping or harboring of a vicious dog.
- b) "Vicious dog" does not include either of the following:
- i. A police dog that has killed or caused serious injury to any person or that has caused injury, other than killing or serious injury, to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;
 - ii. A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.
 - iii. "Pit bull terrier" as used herein includes, but is not limited to, any American Pit Bull Terrier, any Bull Terrier, any Staffordshire Bull Terrier or American Staffordshire Terrier breed of dog, or any mixed breed of dog which contains as an element of its breeding the breed of American Pit Bull Terrier, Bull Terrier, Staffordshire Bull Terrier or American Staffordshire Terrier as to be identifiable as partially of the breed of American Pit Bull Terrier, Bull Terrier, Staffordshire Bull Terrier or American Staffordshire Terrier.
- c) "Without provocation" means that a dog was not teased, tormented or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.
(ORC 955.11)

- d) No owner, keeper or harbinger of a dangerous or vicious dog shall fail to do either of the following:
- i. While that dog is on the premises of the owner, keeper or harbinger, securely confine it at all times in a building, or in a locked pen which has a concrete floor and a top (or other locked enclosure which has a concrete floor and a top) inside a locked fenced yard (of at least six feet in height), except that a dangerous dog, as defined in subsection (a)(1)A. above [specifically excluding any vicious dog, as defined in subsection (a)(4)A.] may, in the alternative, be tied with a leash or tether so that the dog is adequately restrained. An electronic pet containment system (i.e., invisible fence) shall not be the sole and exclusive means of restraint.
 - ii. While that dog is off the premises of the owner, keeper or harbinger, muzzle that dog, keep it on a chain-link leash or tether that is not more than six feet in length and additionally do at least one of the following:
 - iii. Keep that dog in a locked pen which has a top, locked fenced yard (of at least six feet in height) or other locked enclosure which has a top;
 - iv. Have the leash or tether controlled by a person who is at least 16 years of age and is physically capable of restraining such dog from chasing or approaching any person in a menacing fashion, or securely attach, tie or affix the leash or tether to the ground or stationary object or fixture so that the dog is adequately restrained and station such a person in close enough proximity to that dog so as to prevent it from causing injury to any person.
- e) No owner, keeper or harbinger of a vicious dog shall fail to obtain liability insurance with an insurer authorized to write liability insurance in this State providing coverage in each occurrence, subject to a limit, exclusive of interest and costs, of not less than one hundred thousand dollars (\$100,000) because of damage or bodily injury to or death of a person caused by the vicious dog.
- f) If a violation of subsection (b) hereof involves a dangerous dog, whoever violates that subsection is guilty of a misdemeanor of the fourth degree on a first offense and of a misdemeanor of the third degree on each subsequent offense. Additionally, the court may order the offender to personally supervise the dangerous dog that the offender owns, keeps or harbors, to cause that dog to complete dog obedience training, or to do both, and the court may order the offender to obtain liability insurance pursuant to subsection (c) hereof. The court, in the alternative, may order the dangerous dog to be humanely destroyed by a licensed veterinarian, the Dog Warden or the humane society.
- g) If a violation of subsection (b) hereof involves a vicious dog, whoever violates that subsection is guilty of one of the following:
- i. A misdemeanor of the first degree on a first offense. Additionally, the court may order the vicious dog to be humanely destroyed by a licensed veterinarian, the Dog Warden or the humane society.
 - ii. A misdemeanor of the first degree if the dog causes injury other than killing or serious injury, to any person.
 - iii. Whoever violates subsection (c) hereof is guilty of a misdemeanor of the first degree.

(Ord. 37-01 | Passed 8/20/01)

No animals, livestock, or poultry can be raised, bred, or kept in any Unit. Household domestic pets may be maintained in a Unit. The keeping of pets is at the discretion of the Board of Directors and the right to keep a pet can be revoked by the Board. Board Members must be notified of all pets and the pets should be registered with the Board. The Board will adhere to vicious dog ordinance.

No dog will be permitted in any portion of the common area unless carried, or on a leash controlled by a responsible person. Pet waste from dogs must be picked up and removed immediately.

Enforcement of these regulations and restrictions will be effected by levying enforcement charges, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

ARCHITECTURE

The Association is responsible for preserving the architectural integrity of the community's original design and the development of a set of architectural control standards. The standards are intended to help maintain the appearance and value of the property. Therefore, no exterior changes of any kind can be made without prior written approval from the Board of Directors. Please request approval in writing for any contemplated additions and/or deletions prior to implementation. If the unit owner makes any approved structural changes to the patio or exterior area, that unit owner shall be responsible for maintenance and upkeep of that area and its changes.

To replace an existing storm door: (Please see By-laws on page 5, Article III (d) and (o))

Approved storm doors are:

Irongate Security door; or;
Tradewins full view brass Screenaway sold at Lowes and other home stores.

Paint for outside of front and screen doors. This is the approved paint color is a match to your building overall color scheme. Your front door and storm door is to match the shutters on your building

ARCHITECTURAL RULES FOR PATIOS AND PRIVACY FENCES

Patios may be constructed in the area behind each unit bound by the privacy fence on either side, the rear of the building, and an imaginary line that connects the outward ends of each of the fence sections separating the patio

ARCHITECTURAL RULES FOR SATELLITE DISHES

1. Dishes shall be one meter (39 inches) or less in diameter.
2. The dish installation shall be of quality construction, and shall conform to all applicable building codes and manufacturer's specifications. Specifically, dishes shall be properly grounded according to applicable codes and manufacturer's specifications.
3. All cables and wires shall be routed in a manner such that they are not easily visible from neighboring units or from the street.
4. Dishes shall not be installed in any window.
5. Dishes shall be installed in the rear of the unit, in the following locations:
 - a. On a post set in the ground within the fenced area not to exceed a height of 3 feet.
6. If installation of the dish in accordance with Section 4 would prevent adequate signal reception, the dish may be installed in the following locations:
 - a. On the side of the unit, if the unit is an end unit, set on a post not to exceed a height of 2 feet, within a newly created or existing plant bed screened by plant material.
7. If the installation of the dish in accordance with both Sections 4 and 5 would prevent adequate signal reception, the dish may be installed in the front of the unit in the following locations:
 - a. In the front of the unit, in a plant bed on a post not to exceed 2 feet in height and screened by current plant material, or if necessary additional plant material.
8. Under no circumstances is the dish to be attached to either the roof of the unit, the roof of the garage, or the chimney.
9. The board reserves the right to have the dish owner paint the dish in a color that will blend with the surrounding building.
10. The board reserves the right to specify the specific location where the dish is to be mounted, provided that signal reception is adequate in that location.

11. The owner of the unit shall be responsible for any damage to the unit caused by the dish or the installation process.
12. Notify board of installation plans.

ASSESSMENT FOR NON COMPLIANCE OF RULES AND REGULATIONS

If an owner or resident is found to be in non compliance with the rules and regulations of the association a letter of non compliance and warning will be mailed identifying what is in non compliance and a request to remedy the situation. This letter will be considered notification of the first occurrence of non compliance. Repeated occurrences of non compliance of the same rule will result in assessments. The assessment for each subsequent occurrence will be \$50

We would hope that assessments would not be necessary and request that all owners and residents be courteous to each other and abide by the association rules as stated. We thank you in advance for your cooperation.

COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
2. An administrative late charge of \$20.00 per month shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.) Any balance over 30 days old shall incur interest charge of 8% on unpaid balance.
3. Any payments made shall be applied in the following order:
 - a) Interest and/or administrative late fees owed to the Association
 - b) Collection costs, attorney's fees incurred by the Association
 - c) Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit/Lot.
5. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
6. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote and/or use any of the amenities.

DISCARDING OF CIGARETTES AND CIGARS

Cigarette and cigar butts must be discarded safely to avoid any danger of fire. Ashtrays or other receptacles designed for this purpose must be used, and ashes must be discarded in the trash when they have sufficiently cool and it is safe to do so. Flicking or throwing cigarette and cigar butts to the ground and leaving them is

prohibited. In addition to the fire hazard, they detract from the appearance of common areas and neighboring properties.

EMERGENCIES

Advanced Realty Management offer 365, 24 hours a day emergency maintenance for Association Emergencies **only**. Call the Management Company's main phone number (614) 861-1441 and follow the instructions on the automated voice mail system for emergency issues.

EXTERIOR BUILDING (WINDOWS)

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside wall of any of the building, and no signs, awning, or canopy shall be affixed to or placed upon the exterior walls or roof or any part of any building without the prior consent of the Board of Directors.

FEES

At the beginning of each year, the Board of Directors estimates the costs of operations for the year. This is the Annual Operating Assessment. This assessment is payable in advance, in equal monthly installments. The due date of the assessment is on or before the first day of each month.

1. Each monthly assessment is due and payable on the first day of the month and is delinquent on the tenth (10th) day of the month.
2. Delinquent accounts not paid by the tenth (10th) day of the month will be assessed a twenty dollar (\$20) administrative late fee.
3. Delinquent accounts over thirty (30) days will be subject to any and all of the remedies of the Association as outlined in the governing documents.

FLAG POLES

No flag pole higher than three feet may be displayed in the mulch areas. However, flag poles can be attached to garages.

FIREARMS & FIREWORKS

No firearms, including BB guns, bow and arrows, slingshots, or other weapons discharging a projectile may be discharged on condominium property. No Fireworks are allowed to be discharged on condominium property.

GARAGE DOORS

Garage doors are to remain closed except for entering and exiting the garage and other short time intervals that may be needed.

GARAGE SALES AND SOLICITATION

Solicitation by commercial enterprises is not authorized at the Village at Bexley. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Condominium Association as regards to a community activity.

HOLIDAY DECORATIONS

Christmas/Holiday decorations (including lights) may be hung and displayed after Thanksgiving Day. These decorations must be removed in their entirety by the second week of January.

Other holiday/seasonal decorations may be displayed two (2) weeks prior to the occasion. These decorations must be removed in their entirety no later than two (2) weeks after the occasion.

LANDSCAPE CHANGES/ADDITIONS

If you are interested in adding trees, shrubs, or any other permanent landscape material in the common area or patio area, detailed plans must be submitted in writing before the commencement of the work.

LAWNS AND FLOWER BEDS

The Board has passed a rule regarding the use of this area:

The mulched areas adjacent to the units and the patios are common areas that can be planted and maintained by the Unit owners as they desire, within reason and if esthetically pleasing and in harmony with the surroundings.

Since this is Common Area, any Unit owner that does not wish to maintain this area can make these desires known, and the Association will landscape and maintain this area as the budget allows.

The lawns are to be maintained only by the association who will hire professional talent to develop overall landscape plans. Individual owners may not mow or otherwise maintain the lawns, but are encouraged to volunteer to water designated areas during the dry seasons.

Enforcement of these regulations and restrictions will be effected by levying enforcement charges, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

EASEMENTS

No plants or other materials can be placed anywhere that will interfere with the installation and maintenance of utility lines or that may change the direction of the flow of drainage channels.

MAINTENANCE RESPONSIBILITIES

Our governing documents specify which maintenance responsibilities are the unit owner's and which are the association's. Here are the sections pertaining to this subject:

Unit owners at Village at Bexley are responsible for maintenance of the Unit, and perform cleaning and housekeeping of the Limited Common Area

If the need for maintenance or repair of the exterior of a particular unit or any part of the Common or Limited Common Areas and Facilities is caused by the negligent or intentional act of any unit owner or persons residing in any Unit within the Condominium, the Association shall maintain or repair the same, however the cost of such maintenance and repair shall constitute a special individual unit assessment on the Unit.

Interior maintenance is the responsibility of the unit owner. Advanced Realty Management, Inc. can recommend a contractor for you. Village at Bexley Condominium Association is not responsible for interior maintenance expenses

It is also the responsibility of each unit owner to ensure that the interior within the unit remains in a good state of preservation and cleanliness. Any unit that is unoccupied for whatever reason shall be maintained in such a manner not to impact the quality of life another unit or marketability of another unit's value.

The association on a monthly basis will fine any unit owner with an uninhabitable unit until the unit owner can demonstrate compliance with this rule. The fine shall be \$100 per month.

ASSOCIATION RESPONSIBILITY

The Association shall maintain, repair, and operate all Common Areas and Facilities, including but not limited to:

- utility facilities serving more than one unit
- utility lines in the Common Areas and Facilities lawns, shrubs, trees
- walkways
- drives and parking areas
- structural portions and exterior portions of all buildings

See complete checklist of responsibilities in addendum 1

HOMEOWNER RESPONSIBILITY

The following items within or associated with a Unit SHALL NOT be included in the general maintenance to be performed by the Association, but shall be maintained by the unit owner:

1. Floors, ceilings, drywall, paneling and other wall finishing material.
2. Windows, screens and doors including the frames, sashes and jambs, and the hardware therefore.
3. Plumbing, electric, heating, cooling and other utility service lines, pipes, wires, ducts, and apparatus installed within structures on a unit, and serving only that unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the interior of the perimeter walls of a unit
4. Air conditioning units, even though located outside the bounds of a unit built-in cabinets, dishwashers, garbage disposals, stoves and hoods, television antennas and cables, hot water heaters, and heat pumps.
5. Electrical outlets, thermostats, control knobs, switches, and connections attached to, or projecting from the walls, floors, and ceilings which service the unit or the fixtures within
6. The portion of the fireplaces actually within the interior of a unit, and fireplace vents or chases.
7. All interior walls that are not necessary for the support of the structure the attic space or storage space above a unit.
8. Any insects such as ants, spiders, etc. or mice inside the unit.

OFFENSIVE ACTIVITIES

No activities can be carried out that may endanger the health or unreasonably disturb any Unit owner or any resident of a Unit

OUTDOOR GRILLING

In accordance with the Ohio Fire Code if your building contains 4 or more units, Charcoal burners, gas grills or any other type of open-flame devices are prohibited to be used within 10 feet of a multi-family building or within 10 feet of combustible construction. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number of (614) 221-2345.

PERSONAL EFFECTS

All personal property, such as lawn chairs, bicycles, swimming pools, etc., must be kept inside the back patio area or the garage. Nothing may be hung or displayed, nor any signs, awnings, canopies, shutters, television, CB or radio antennae, satellite dish, or any other device or ornament be affixed to or placed upon the exterior walls, doors, windows, fences, or roof without approval of the Board of Directors.

The following items will be strictly prohibited at Village at Bexley in any common area:

- a. Artificial flowers.
- b. Plastic yard ornaments.
- c. Mounted hose reels.
- d. Swing sets, laundry poles or clothes line.
- e. Laundry (swimsuits, towels, rugs, etc. included) hung over any patio fence.
- f. Personal property visible above patio fence--with the exception of patio umbrellas, chair backs and bird feeder poles/posts.
- g. Swimming pools (all sizes) must be confined to unit owner's patio area.

RENTING AND LEASING

Rental of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners, subject to the following

1. This restriction does not apply to: A) Units that are occupied by the parent(s) or children) of the Unit owner; or, B) any Unit owner leasing his/her Unit at the time of recording of this amendment with the Franklin County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit owner shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit owner.
2. To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit owner has the right to lease his/her Unit, provided the Unit owner gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.
3. In no event shall a Unit be rented by the Unit owner thereof for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit, in whole or in part, is also prohibited.

4. All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Board has the authority to dispossess the lessee or otherwise act for the Unit owner for violation of the Declaration, Bylaws or the rules and regulations pursuant to Ohio Revised Code Section 5311.19(B)(1). Any land contract for the sale of a Unit must be recorded and a recorded copy of the same shall be delivered to the Association. Any land contract not recorded shall be considered an impermissible lease. The Unit owner shall continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. Copies of all exempted leases shall be delivered to the Board prior to the beginning of the lease term.

REMOVAL OF ICE AND/OR SNOW ON PORCH AND PATIO AREAS

Salt or any product containing salt is strictly prohibited. Any product used by an owner or resident must be environmentally safe and not cause damage to the concrete areas or landscape.

SALE OF CONDOMINIUM

Realtor signs are restricted to professionally prepared signs inside front and back windows of units. No postings are to be placed within the limited and common areas or on the vinyl siding and will be removed at the owner's expense. Temporary open house signs will be permitted at the entrance the day of the open house and must be removed every evening.

The buyer (new owner) is to pay the sum of \$250.00 at closing to add to the reserve fund.

It is the current owner's responsibility to contact the Board of Directors/management company when an owner is selling their condominium so the new owners can be contacted as needed. On or before the closing, the owner (seller) is responsible for providing the Village at Bexley Condominium Associations By-laws and Rules to the new owner. A new printed set can be provided for \$25.00. This will help familiarize the new owners with the rules and regulations of condominium living.

The keys to the mailbox shall be turned over to the new owner or their Realtor/Buyer.

MOVING RESPONSIBILITIES

If you are moving, it is very important to contact the property manager. Let them know who will be the new owner of record and your closing date. You must also arrange for bulk trash pick up if any large items are to be disposed.

New residents must break down all boxes and other bulky items before placing them for pickup. Violators are subject to assessment of administrative fees.

It is the old owner's responsibility to make certain all condominium dues are current, that the new owner receives a complete copy of these Rules & Regulations, and that the new owner is informed of the unit's maintenance history.

It is the old owner's responsibility to give the Association Declaration and By-Laws to the new owners. If you do not have these documents, the managing agent will provide you with a set for a \$25.00 charge.

It is the unit owner's responsibility to assure that movers and other third parties assisting with the move into or out of the community follow all rules related to common property and parking restrictions. Service vehicles may not be parked in front of units. They must park in marked parking spaces or in the unit owner's driveway

SIGNS

No signs can be displayed to the public view, excepting one professionally prepared sign on the interior of the window of a Unit, not exceeding nine square feet, advertising the Unit for sale.

STRUCTURAL INTEGRITY

Nothing can be done in any Unit that impairs or changes the structural integrity of the Unit.

TOWING

The property manager may be contacted to have a vehicle towed. A vehicle violating the parking rules or constituting a nuisance or safety hazard will be towed after a 24 hour tag to remove the vehicle is placed on the vehicle. Vehicles may be recovered by calling the number posted on the signs at the entrance. Towing will be at the expense of the owner of the vehicle.

TRASH/RECYCLING SERVICE AND CONTAINERS

Trash and Recycling services are under contract with Rumpke Waste and Recycling Services. The recycling containers are 35 gallon with lids and wheels. The frequency of pickups is every other week for recycling and every week for trash pickup. [NOTE: recycling is currently weekly until further notice 09-2015]

Trash and Recycling containers may be placed out no sooner than 5:00 PM the day before the scheduled pickup day and must be stored in your garages by 9:00 AM the day after the scheduled pickup day

VEHICLES

The Board may pass rules and regulations restricting or prohibiting parking. Here are the parking rules:

Parking must be restricted to defined parking spaces, inside garages and driveways directly in front of garages unless doing so would cause the vehicle to protrude into the roadway. Vehicles must fit entirely within the confines of the defined parking places, driveways, or garages they occupy. On-street, or end-of-street parking, that interferes with persons backing out of the garages is prohibited.

The speed limit in the condominium community is 10 MPH.

Parking of inoperable or unlicensed vehicles in any defined space or driveway is prohibited, and is subject to towing on a 24 hour notice. Major repairs (those that cannot be completed in one day) are not permitted to be performed on the premises, except inside garages.

Boats, trailers, recreational vehicles, buses, or any vehicle with a hauling capacity greater than one ton may not be parked anywhere on the premises for more than 24 hours.

Guest spaces may not be used for the storage of any vehicle. Parking in a guest space shall be limited to 24 hours with special permission needed for up to 3 days.

There is NO PARKING permitted in the designated mail pickup area by the gazebo and that side of the street.

Enforcement of these regulation and restrictions will be effected by levying enforcement charges, having vehicles towed away, or taking such other lawful actions as the Board, in its sole discretion, deems appropriate.

VISIBLE AREAS

The Board must approve anything that is hung or displayed on the outside walls of a building, or otherwise outside of a Unit, including an awning, canopy, shutter, or other ornament, or on the exterior of any door or window. Nothing can be hung or displayed on the inside of windows except inoffensive drapes, curtains, or louvered blinds, white, beige or gray in color.

WINDOWS AND WINDOW COVERINGS

Unit Owners shall not cause or permit any signs, flags, posters, tin foil, sheets, blankets, stickers, decals, stained glass or other non-window covering items to be stuck, hung or displayed on the inside of windows.

All windows must be kept in good repair. Storm doors and windows must not be cracked or broken. Repair must be made immediately (at the cost of the unit owner) or the Board of Directors will make repair and the owner's account will be charged.

MODIFICATION

The rules and regulations in this publication are effective as of the date approved by the Board of Directors. The rules may be amended or modified from time to time, as conditions change, upon approval by a majority vote of the Board of Directors.

**APPROVED BY THE VILLAGE AT BEXLEY BOARD OF DIRECTORS
ON AUGUST 18, 2007 BY SPECIAL MEETING OF THE DIRECTORS**

UPDATED SEPTEMBER 2015

Checklist of Maintenance Responsibilities – Addendum 1

Interior and Exterior Maintenance Items

Description	Owner	Association
Chimney (All interior parts of fireplace, vents, damper within unit)	X	
Doors: Weather-stripping, Storms & Screens	X	
Doors: Garage & Entry **	X	
Heating & Air – Conditioning System	X	
Landscaping: Care & Replacement of Patio Shrubbery & Plantings	X	
Patio & Deck Replacement	X	
Personal Pipes: Gas, Water, Sewer servicing one unit	X	
Property Damage within unit	X	
Walls : Interior Maintenance	X	
Windows: Frames, Glass, Screens & Storms	X	
Wiring: Electrical & Telephone Servicing One Unit	X	
Chimney: Exterior Siding, Exposed Flue, Flashing		X
Foundation Walls, Footing Drains		X
Garages: Structural Maintenance, Siding, Trim		X
Interior Damage: Caused by Roof Leak, etc. (drywall, etc.)	X	
Landscaping: Care of Lawns, Shrubbery, Trees (exception: owner planted)		X
Common Area Lighting		X
Exterior Unit Light Fixtures/Bulbs	X	
Light Bulbs for interior or exterior lights on each unit	X	
Painting: Exterior & Color Selection (Except for entrance & garage doors)		X
Pipes: Servicing More Than One Unit		X
Road & Parking Area Pavement		X
Roofs: Shingles, Flashing, Gutters, Downspouts		X
Snow Removal: Roads ONLY		X
Snow/Ice Removal: Unit Driveways, Entrances and Sidewalks	X	X
Wall: Exterior Structural Maintenance		X
Unit Winterizing	X	

**Painting of garage/entry door will be completed when the entire property is painted. Should the garage/entry doors require painting before this time, it would be the Owner's responsibility. Painting of the Entry door and Storm door is to be the same as the shutters on the building.

NOTE: All owner built additions to a unit must be maintained and kept in good working order by the unit owner.

(Continued) Maintenance Responsibilities – Pests

Problem	Owner	Association
Ants: Carpenter		X
Honey	X	
Pavement	X	
Pharaoh	X	
Bees: Honey - exterior only		X
Wood		X
Centipedes	X	
Chimney Varmints	X	
Earwigs	X	
Fleas	X	
Groundhogs		X
Hornets - exterior only		X
Indian Meal Moths	X	
Mice	X	
Millipedes	X	
Opossums		X
Raccoons		X
Rats	X	
Roaches	X	
Silverfish	X	
Skunks		X
Spiders	X	
Squirrels		X
Termites		X
Ticks	X	
Wasps - exterior only		X
Woodpeckers		X

ARCHITECTURAL CONTROL APPLICATION
Addendum 2

VILLAGE AT BEXLEY
CONDOMINIUM ASSOCIATION
5350 EAST LIVINGSTON AVE
COLUMBUS, OHIO 43232

**YOUR EXTERIOR IMPROVEMENT APPLICATION MUST BE SUBMITTED
AND APPROVED BEFORE YOU BEGIN YOUR PROJECT.**

The Board of Directors cannot approve any application submitted without adequate information. Please complete the following information and submit with Plans, Drawings and/or Literature to:

Send to: Village at Bexley Condo Association
5350 E Livingston Ave. | Columbus, Ohio 43232
614 861-1441 | FAX 614 863-7991 | EMAIL dacquista@AdvancedRealtyMgmt.com

Name: _____ Daytime Phone: _____

Address: _____ Email Address: _____

IMPROVEMENT REQUESTED:

- | | | |
|---|----------------------|------------------|
| _____ Patio | _____ Fence | _____ Storm Door |
| _____ Entry Doors | _____ Windows | _____ Flag Pole |
| _____ Mulch Bed edging | _____ Satellite Dish | _____ Arbors |
| _____ Flower bed foundation stone (8" or 12") multi color | _____ Flowers | |
| _____ Other - Please explain: _____ | | |

Estimate start/completion date of project: _____ / _____

Please check your rules and reputations handbook for specifics pertaining to your community and note that all improvements must occur within your Limited Common Area.

Additional Info: _____

Unit Owner Signature

Your application for Exterior Improvements ____ **Has**, Has Not ____ been approved

Signature of Agent for Association / Date

NOTE ANY EXCEPTIONS:

Applications that deviate from pre-approved plans will have to be inspected by the Association Board, which could take up to 30 days to complete the application review

Date request received: _____ Date Approved/Disapproved: _____

Issue Date _____

Handicap/Disability Modification Request – Addendum 3

MUST BE APPROVED BEFORE YOU BEGIN YOUR PROJECT

The Board of Directors cannot approve any application submitted without adequate information. Please complete the following information and submit with Plans, Drawings and/or Literature to:

Send to: Village at Bexley Condo Association
5350 E Livingston Ave. | Columbus, Ohio 43232
614 861-1441 | FAX 614 863-7991 | EMAIL dacquista@AdvancedRealtyMgmt.com

Name: _____ Daytime Phone: _____

Address: _____ Email Address: _____

TYPE OF MODIFICATION REQUESTED:

_____ Handicap Parking Spot _____ Ramp
_____ Other - Please explain: _____

Estimate start/completion date of project: _____ / _____

Additional Info: _____

Unit Owner Signature

Date

Your application for Command Area Modifications _____ **Has**, Has Not _____ been approved

Signature of Agent for Association / Date

Homeowners are responsible for any damage to the common area(s) as a result of modification.

NOTE ANY EXCEPTIONS:

Applications that deviate from pre-approved plans will have to be inspected by the Association Board, which could take up to 30 days to complete the application review

Date request received _____ Date Approved/Disapproved _____

**Village at Bexley CONDOMINIUMS ASSOCIATION FORMAL COMPLAINT
Addendum 4**

Violator Name(s) (if known): _____

Address: _____

Violation Description (describe nature, location, time, date, etc.):

Signature: _____

Print Name: _____

Address: _____

Date: _____

SEND TO:

Village at Bexley Condo Association
5350 E Livingston Ave. | Columbus, Ohio 43232
614 861-1441 | FAX 614 863-7991 | EMAIL dacquista@AdvancedRealtyMgmt.com